
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report: February 18, 2004
(Date of earliest event reported)

LTC PROPERTIES, INC.
(Exact Name of Registrant as Specified in Its Charter)

MARYLAND	1-11314	71-0720518
(State of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

22917 Pacific Coast Hwy, Suite 350
Malibu, California 90265
(310) 455-6010
(Address of Principal Executive Offices and Zip Code)

ITEM 5. OTHER EVENTS

In conjunction with this Current Report we are filing a Prospectus Supplement pursuant to Rule 424(b) of the Securities Act of 1933, as amended, which is incorporated herein by reference. The Prospectus Supplement describes the issuance and sale to the public of 4 million shares of our 8.0% Series F Cumulative Preferred Stock (the "Series F Preferred Stock") in a registered direct placement at \$25.00 per share. Net proceeds to the Company, after fees and expenses, are expected to be approximately \$98.5 million. The Series F Preferred Stock has no stated maturity and may be redeemed by the Company on or after February 23, 2009.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

- 4.1 Articles Supplementary Classifying the Series F Preferred Stock of the Registrant
- 5.1 Opinion of Ballard, Spahr, Andrews & Ingersoll, LLP regarding the legality of the Series F Preferred Stock being registered
- 8.1 Tax Opinion of Reed Smith, LLP
- 10.1 Form of Purchase Agreement dated as of February 18, 2004 by and between the Registrant and the purchasers of the Series F Preferred Stock (Initial Closing)
- 10.2 Form of Purchase Agreement dated as of February 18, 2004 by and between the Registrant and the purchasers of the Series F Preferred Stock (Final Closing)
- 10.3 Placement Agent Agreement dated as of February 18, 2004 by and between the Registrant and Cohen & Steers Capital Advisors, LLC.
- 12.1 Statement regarding Computation of Ratios of Earnings to Fixed Charges and Combined Earnings to Fixed Charges and Preferred

Stock Dividends

23.1 Consent of Ballard, Spahr, Andrews & Ingersoll, LLP (contained in Exhibit 5.1)

23.2 Consent of Reed Smith, LLP (contained in Exhibit 8.1)

23.3 Consent of Ernst & Young LLP, Independent Auditors

99.1 Press Release dated February 18, 2004

SIGNATURE

Pursuant to the requirements 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.

February 19, 2004

LTC PROPERTIES, INC.
("Registrant")

By: /s/ Wendy L. Simpson

Wendy L. Simpson,
Vice Chairman and Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 4.1

LTC PROPERTIES, INC.
ARTICLES SUPPLEMENTARY CLASSIFYING
4,000,000 SHARES OF
8% SERIES F CUMULATIVE PREFERRED STOCK

LTC Properties, Inc., a Maryland corporation (the "Company"), certifies to the Maryland State Department of Assessments and Taxation (the "Department") that:

FIRST: Pursuant to the authority expressly vested in the Board of Directors of the Company by Article SEVENTH of the Company's Articles of Amendment and Restatement filed with the Department on August 3, 1992, as amended and supplemented (the "Charter"), and Section 2-105 of the Maryland General Corporation Law ("MGCL"), the Board of Directors has, by unanimous written consent dated February 17, 2004, adopted resolutions classifying and designating a separate series of authorized but unissued Preferred Stock (as defined in the Charter) to consist of a maximum of 4,000,000 shares of Preferred Stock, setting certain of the preferences, conversion and other rights, voting powers, restrictions, qualifications and terms and conditions of redemption of such separate series of Preferred Stock, providing for the issuance of a maximum of 4,000,000 shares of such series of Preferred Stock and, pursuant to the powers contained in the bylaws of the Company (the "Bylaws") and the MGCL, appointing a committee (the "Preferred Stock Terms Committee") of the Board of Directors and delegating to the Preferred Stock Terms Committee, to the fullest extent permitted by Maryland law and the Charter and Bylaws of the Company, all powers of the Board of Directors with respect to classifying, designating and setting of the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of such series of Preferred Stock and determining the number of shares of such series of Preferred Stock (not in excess of the aforesaid maximum number) to be classified and issued and the price and other terms and conditions upon which shares of such series of Preferred Stock are to be offered, sold and issued.

SECOND: Pursuant to the authority conferred upon the Preferred Stock Terms Committee as aforesaid, the Preferred Stock Terms Committee has, by unanimous written consent, duly adopted resolutions classifying 4,000,000 shares of authorized but unissued Preferred Stock as the aforesaid series of Preferred Stock, designating such series as "8% Series F Cumulative Preferred Stock", setting the preferences, conversion and other rights, voting powers, restrictions and limitations as to dividends, qualifications and terms and conditions of redemption of such 8% Series F Cumulative Preferred Stock (to the extent not set by the Board of Directors in the resolutions referred to in Article FIRST of these Articles Supplementary) and authorizing the issuance of up to 4,000,000 shares of 8% Series F Cumulative Preferred Stock.

THIRD: The series of Preferred Stock of the Company created by the resolutions duly adopted by the Board of Directors of the Company and by the Preferred Stock Terms Committee and referred to in Articles FIRST and SECOND of these Articles Supplementary shall have the following designation, number of shares, preferences, conversion and other rights, voting powers, restrictions and limitations as to dividends, qualifications, terms and conditions of redemption and other terms and conditions which, upon any restatement of the Charter, shall be made a part of Article SEVENTH of the Charter, with any necessary or appropriate changes to the enumeration or lettering of sections or subsections thereof:

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1. Designation and Number. A series of Preferred Stock, designated the "8% Series F Cumulative Preferred Stock" (the "Series F Preferred Stock"), is hereby established. The number of shares of the Series F Preferred Stock shall be 4,000,000.
2. Maturity. The Series F Preferred Stock has no stated maturity and will not be subject to any sinking fund or mandatory redemption.
3. Rank. The Series F Preferred Stock will, with respect to dividend rights and rights upon liquidation, dissolution or winding up of the Company, rank (i) senior to all classes or series of Common Stock of the Company, the Series D Junior Participating Preferred Stock and to all equity securities ranking junior to the Series F Preferred Stock with respect to dividend rights or rights upon liquidation, dissolution or winding up of the Company; (ii) on a parity with the 9.5% Series A Cumulative Preferred Stock ("Series A Preferred Stock"), the 9.0% Series B Cumulative Preferred Stock ("Series B Preferred Stock"), the 8.5% Series C Cumulative Convertible Preferred Stock ("Series C Preferred Stock"), and the 8.5% Series E Cumulative Convertible Preferred Stock ("Series E Preferred Stock"), and with all equity securities issued by the Company the terms of which

specifically provide that such equity securities rank on a parity with the Series F Preferred Stock with respect to dividend rights or rights upon liquidation, dissolution or winding up of the Company; and (iii) junior to all existing and future indebtedness of the Company. The term "equity securities" does not include convertible debt securities, which will rank senior to the Series F Preferred Stock prior to conversion.

4. Dividends.

- (a) Holders of shares of the Series F Preferred Stock are entitled to receive, when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, preferential cumulative cash dividends at the rate of 8% per annum of the Liquidation Preference (as defined below) per share (equivalent to a fixed annual amount of \$2.00 per share). Dividends on the Series F Preferred Stock shall be cumulative from the date of original issue and shall be payable quarterly in arrears on or before the 15th day of April, July, October and January of each year, or, if not a business day, the next succeeding business day (each, a "Dividend Payment Date"). The first dividend, which will be paid on April 15, 2004, will be for less than a full quarter. Such dividend and any dividend payable on the Series F Preferred Stock for any partial dividend period will be computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stock records of the Company at the close of business on the applicable record date, which shall be the last day of the calendar month first preceding the applicable Dividend Payment Date, or on such other date designated by the Board of Directors of the Company for the payment of dividends that is not more than 30 nor less than 10 days prior to such Dividend Payment Date (each, a "Dividend Record Date"). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series F Preferred Stock shall be entitled to receive, and shall receive, a dividend with respect to each Dividend Record Date equal to the dividend paid with respect to each other share of Series F Preferred Stock which is outstanding on such Dividend Record Date.

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- (b) No dividends on shares of Series F Preferred Stock shall be declared by the Board of Directors or paid or set apart for payment by the Company at such time as the terms and provisions of any agreement of the Company, including any agreement relating to its indebtedness, prohibits such declaration, payment or setting apart for payment or provides that such declaration, payment or setting apart for payment would constitute a breach thereof or a default thereunder, or if such declaration or payment shall be restricted or prohibited by law.
- (c) Notwithstanding the foregoing, dividends on the Series F Preferred Stock will accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are declared. Accrued but unpaid dividends on the Series F Preferred Stock will not bear interest and holders of the Series F Preferred Stock will not be entitled to any distributions in excess of full cumulative distributions described above. Except as set forth in the next sentence, no dividends will be declared or paid or set apart for payment on any capital stock of the Company or any other series of Preferred Stock ranking, as to dividends, on a parity with or junior to the Series F Preferred Stock (other than a dividend in shares of the Company's Common Stock or in shares of any other class of stock ranking junior to the Series F Preferred Stock as to dividends and upon liquidation) for any period unless full cumulative dividends have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof is set apart for such payment on the Series F Preferred Stock for all dividend periods ending prior to or on the most recent past Dividend Payment Date. When dividends are not paid in full for all such dividend periods (or a sum sufficient for such full payment is not so set apart) upon the Series F Preferred Stock and the shares of any other series of Preferred Stock ranking on a parity as to dividends with the Series F Preferred Stock, all dividends declared upon the Series F Preferred Stock and any other series of Preferred Stock ranking on a parity as to dividends with the Series F Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series F Preferred Stock and such other series of Preferred Stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series F Preferred Stock and such other series of Preferred Stock (which shall not include any accrual in respect of unpaid dividends for prior dividend periods if such Preferred Stock does not have a cumulative dividend) bear to each other.

- (d) Except as provided in the immediately preceding paragraph, unless full cumulative dividends on the Series F Preferred Stock have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof is set apart for payment for all dividend periods ending prior to or on the most recent past Dividend Payment Date, no dividends (other than in shares of Common Stock or other shares of capital stock ranking junior to the Series F Preferred Stock as to dividends and upon liquidation) shall be declared or paid or set aside for payment nor shall any other distribution be declared or made upon the Common Stock, or any other capital stock of the Company ranking junior to or on a parity with the Series F Preferred Stock as to dividends or upon liquidation, nor shall any shares of Common Stock, or any other shares of capital stock of the Company ranking junior to or on a parity with the Series F Preferred Stock as to dividends or upon liquidation be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by the Company (except by conversion into or exchange for other capital stock of the Company ranking junior to the Series F Preferred Stock as to dividends and upon liquidation or redemptions for the purpose of preserving the Company's qualification as a REIT). Holders of shares of the Series F Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or stock, in excess of full cumulative dividends on the Series F Preferred Stock as provided above. Any dividend payment made on shares of the Series F Preferred Stock shall first be credited against the earliest accrued but unpaid dividend due with respect to such shares which remains payable.

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5. Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, the holders of shares of Series F Preferred Stock are entitled to be paid out of the assets of the Company legally available for distribution to its stockholders a liquidation preference of \$25 per share (the "Liquidation Preference"), plus an amount equal to any accrued and unpaid dividends to the date of payment, but without interest, before any distribution of assets is made to holders of Common Stock or any other class or series of capital stock of the Company that ranks junior to the Series F Preferred Stock as to liquidation rights. The Company will promptly provide to the holders of Series F Preferred Stock written notice of any event triggering the right to receive such Liquidation Preference. After payment of the full amount of the Liquidation Preference, plus any accrued and unpaid dividends to which they are entitled, the holders of Series F Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or entity or of any other corporation with or into the Company, or the sale, lease or conveyance of all or substantially all of the property or business of the Company, shall not be deemed to constitute a liquidation, dissolution or winding up of the Company.

In determining whether a distribution (other than upon voluntary or involuntary liquidation) by dividend, redemption or other acquisition of shares of stock of the Company or otherwise is permitted under the MGCL, no effect shall be given to amounts that would be needed if the Company would be dissolved at the time of the distribution, to satisfy the preferential rights upon distribution of holders of shares of stock of the Company whose preferential rights upon distribution are superior to those receiving the distribution.

6. Redemption.

- (a) The Series F Preferred Stock is not redeemable prior to February 23, 2009. On and after February 23, 2009, the Company, at its option upon not less than 30 nor more than 60 days' written notice, may redeem shares of the Series F Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of \$25 per share, plus all accrued and unpaid dividends thereon to the date fixed for redemption (except with respect to Excess Shares), without interest. Holders of Series F Preferred Stock to be redeemed shall surrender such Series F Preferred Stock at the place designated in such notice and shall be entitled to the redemption price and any accrued and unpaid dividends payable upon such redemption following such surrender. If notice of redemption of any shares of Series F Preferred Stock has been given and if the funds necessary for such redemption have been set aside by the Company in trust for the benefit of the holders of any shares of Series F Preferred Stock so called for redemption, then from and after the redemption date dividends will cease to accrue on such shares of Series F Preferred Stock, such shares of Series F Preferred Stock shall no longer be deemed outstanding and all rights of the holders of such shares will terminate, except the right to receive the redemption price. If less than all of the outstanding Series F Preferred Stock is to be redeemed, the Series F Preferred Stock to be redeemed shall be selected pro rata (as nearly as may be practicable without creating

fractional shares) or by any other equitable method determined by the Company.

- (b) Unless full cumulative dividends on all shares of Series F Preferred Stock shall have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof set apart for payment for all dividend periods ending prior to or on the most recent past Dividend Payment Date, no shares of Series F Preferred Stock shall be redeemed unless all outstanding shares of Series F Preferred Stock are simultaneously redeemed and the Company shall not purchase or otherwise acquire directly or indirectly any shares of Series F Preferred Stock (except by exchange for capital stock of the Company ranking junior to the Series F Preferred Stock as to dividends and upon liquidation); provided, however, that the foregoing shall not prevent the purchase by the Company of Excess Shares in order to ensure that the Company continues to meet the requirements for qualification as a REIT, or the purchase or acquisition of shares of Series F Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series F Preferred Stock. So long as no dividends are in arrears, the Company shall be entitled at any time and from time to time to repurchase shares of Series F Preferred Stock in open-market transactions duly authorized by the Board of Directors and effected in compliance with applicable laws.

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- (c) Notice of redemption will be given by publication in a newspaper of general circulation in the City of New York, such publication to be made once a week for two successive weeks commencing not less than 30 nor more than 60 days prior to the redemption date. A similar notice will be mailed by the Company, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series F Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Company. No failure to give such notice or any defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series F Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series F Preferred Stock to be redeemed; (iv) the place or places where the Series F Preferred Stock is to be surrendered for payment of the redemption price; and (v) that dividends on the shares to be redeemed will cease to accrue on such redemption date. If less than all of the Series F Preferred Stock held by any holder is to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series F Preferred Stock held by such holder to be redeemed.
- (d) Immediately prior to any redemption of Series F Preferred Stock, the Company shall pay, in cash, any accumulated and unpaid dividends to the redemption date, unless a redemption date falls after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case each holder of Series F Preferred Stock at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares before such Dividend Payment Date.
- (e) Excess Shares may be redeemed, in whole or in part, at any time when outstanding shares of Series F Preferred Stock are being redeemed, for cash at a redemption price of \$25 per share, but excluding accrued and unpaid dividends on such Excess Shares, without interest. Such Excess Shares shall be redeemed in such proportion and in accordance with such procedures as shares of Series F Preferred Stock are being redeemed.

7. Voting Rights.

- (a) Holders of the Series F Preferred Stock will not have any voting rights, except as set forth below.

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- (b) Whenever (i) dividends on any shares of Series F Preferred Stock or Series E Preferred Stock shall be in arrears for six or more quarterly periods, or (ii) dividends on any shares of Series A Preferred Stock or Series B Preferred Stock shall be in arrears for eighteen or more months (each of (i) and (ii) are hereinafter referred to as a "Preferred Dividend Default"), the number of directors then constituting the Board of Directors shall be increased by two (if not already increased by reason of a similar arrearage with respect to any Parity Preferred (as hereinafter defined)). The holders of shares of

Series F Preferred Stock (voting separately as a class with all other series of Preferred Stock ranking on a parity with the Series F Preferred Stock as to dividends or upon liquidation including, but not limited to, the Series A Preferred Stock, the Series B Preferred Stock and the Series E Preferred Stock ("Parity Preferred") upon which like voting rights have been conferred and are exercisable) will be entitled to vote separately as a class, in order to fill the vacancies thereby created, for the election of a total of two additional directors of the Company (the "Preferred Stock Directors") at a special meeting called by the holders of record of at least 20% of the Series F Preferred Stock or the holders of record of at least 20% of any series of Parity Preferred so in arrears (unless such request is received less than 90 days before the date fixed for the next annual or special meeting of the stockholders) or at the next annual meeting of stockholders, and at each subsequent annual meeting until all dividends accumulated on such shares of Series F Preferred Stock, Series E Preferred Stock, Series A Preferred Stock and Series B Preferred Stock for the past dividend periods and the dividend for the then current dividend period shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment. In the event the directors of the Company are divided into classes, each such vacancy shall be apportioned among the classes of directors to prevent stacking in any one class and to insure that the number of directors in each of the classes of directors, are as equal as possible. Each Preferred Stock Director, as a qualification for election as such (and regardless of how elected) shall submit to the Board of Directors of the Company a duly executed, valid, binding and enforceable letter of resignation from the Board of Directors, to be effective upon the date upon which all dividends accumulated on such shares of Series F Preferred Stock and Parity Preferred for the past dividend periods and the dividend for the then current dividend period shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment, whereupon the terms of office of all persons elected as Preferred Stock Directors by the holders of the Series F Preferred Stock and any Parity Preferred shall, upon the effectiveness of their respective letters of resignation, forthwith terminate, and the number of directors then constituting the Board of Directors shall be reduced accordingly. A quorum for any such meeting shall exist if at least a majority of the outstanding shares of Series F Preferred Stock and shares of Parity Preferred upon which like voting rights have been conferred and are exercisable are represented in person or by proxy at such meeting. Such Preferred Stock Directors shall be elected upon the affirmative vote of a plurality of the shares of Series F Preferred Stock and such Parity Preferred present and voting in person or by proxy at a duly called and held meeting at which a quorum is present. If and when all accumulated dividends and the dividend for the then current dividend period on the Series F Preferred Stock, Series E Preferred Stock, Series A Preferred Stock and Series B Preferred Stock shall have been paid in full or declared and set aside for payment in full, the holders of shares of Series F Preferred Stock shall be divested of the foregoing voting rights (subject to revesting in the event of each and every Preferred Dividend Default) and, if all accumulated dividends and the dividend for the current dividend period have been paid in full or set aside for payment in full on all series of Parity Preferred upon which like voting rights have been conferred and are exercisable, the term of office of each Preferred Stock Director so elected shall terminate. Any Preferred Stock Director may be removed at any time with or without cause by, and shall not be removed otherwise than by the vote of the holders of record of a majority of the outstanding shares of the Series F Preferred Stock when they have the voting rights described above (voting separately as a class with all series of Parity Preferred upon which like voting rights have been conferred and are exercisable). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Stock Director may be filled by written consent of the Preferred Stock Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding shares of Series F Preferred Stock when they have the voting rights described above (voting separately as a class with all series of Parity Preferred upon which like voting rights have been conferred and are exercisable). The Preferred Stock Directors shall each be entitled to one vote per director on any matter.

- (c) So long as any shares of Series F Preferred Stock remain outstanding, the Company will not, without the affirmative vote or consent of the holders of at least two-thirds of the shares of the Series F Preferred Stock outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting separately as a class), amend, alter or repeal the provisions of the Charter or these Articles Supplementary, whether by merger, consolidation or otherwise (an "Event"), so as to materially and adversely affect any right,

preference, privilege or voting power of the Series F Preferred Stock or the holders thereof; provided, however, that with respect to the occurrence of any Event set forth above, so long as the Series F Preferred Stock (or any equivalent class or series of stock issued by the surviving corporation in any merger or consolidation to which the Company became a party) remains outstanding with the terms thereof materially unchanged, the occurrence of any such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of holders of the Series F Preferred Stock and provided, further that (i) any increase in the amount of the authorized Preferred Stock or the creation or issuance of any other series of Preferred Stock, or (ii) any increase in the amount of authorized shares of such series, in each case ranking on a parity with or junior to the Series F Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up, shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers.

- (d) The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series F Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been deposited in trust to effect such redemption.
- (e) Except as expressly stated in these Articles Supplementary, the Series F Preferred Stock shall not have any relative, participating, optional or other special voting rights and powers and the consent of the holders thereof shall not be required for the taking of any corporate action, including but not limited to, any merger or consolidation involving the Company or a sale of all or substantially all of the assets of the Company, irrespective of the effect that such merger, consolidation or sale may have upon the rights, preferences or voting power of the holders of the Series F Preferred Stock.

- 8. Conversion. The holders of Series F Preferred Stock shall not have any rights to convert such shares into, or exchange such shares for, shares of any other class or series of stock or any other securities of, or interest in, the Company.
- 9. Limit on Ownership of Series F Preferred Stock; Excess Preferred Shares. Shares of Series F Preferred Stock shall be subject to the limitations on ownership and transfer set forth in Article NINTH of the Charter of the Company, including the applicable Limit (as defined in the Charter) and other provisions of Article NINTH of the Charter. Subject to the authority of the Board of Directors set forth in said Article NINTH, the Limit applicable to shares of the Series F Preferred Stock shall be the number of shares of Series F Preferred Stock that is equal to 9.8% of the then outstanding shares of Series F Preferred Stock.

FOURTH: The Series F Preferred Stock has been classified and designated by the Board of Directors of the Company under the authority contained in the Charter.

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FIFTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

SIXTH: The undersigned Chairman of the Board, President and Chief Executive Officer of the Company acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chairman of the Board, President and Chief Executive Officer of the Company acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Company has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its Chairman of the Board, President and Chief Executive Officer and attested to by its Corporate Secretary on this 19th day of February, 2004.

ATTEST:

LTC PROPERTIES, INC.

/s/ Alex J. Chavez

By: /s/ Andre C. Dimitriadis(SEAL)

Name: Alex J. Chavez
Title: Corporate Secretary

Name: Andre C. Dimitriadis
Title: Chairman of the Board, President and
Chief Executive Officer

EXHIBIT 5.1

[LETTERHEAD OF BALLARD SPAHR ANDREWS & INGERSOLL LLP]

February 19, 2004

LTC Properties, Inc.
Suite 350
22917 Pacific Coast Highway
Malibu, California 90265

Re: LTC Properties, Inc., a Maryland corporation (the "Company") -
Issuance and Sale of up to Four Million (4,000,000) shares of the
8% Series F Cumulative Preferred Stock of the Company par value
one cent per share (\$.01) (the "Shares"), pursuant to
Registration Statement on Form S-3, as amended (Registration No.
333-106555) (the "Registration Statement")

Ladies and Gentlemen:

We have acted as special Maryland corporate counsel to the Company in connection with the registration of the Shares under the Securities Act of 1933, as amended (the "Act"), pursuant to the Registration Statement, which was filed with the Securities and Exchange Commission (the "Commission") on June 27, 2003 and amended on July 10, 2003, August 29, 2003 and September 9, 2003. You have requested our opinion with respect to the matters set forth below.

In our capacity as special Maryland corporate counsel to the Company and for the purposes of this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (collectively, the "Documents"):

- (i) the corporate charter of the Company (the "Charter") represented by Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland (the "Department") on May 12, 1992, Articles of Amendment and Restatement filed with the Department on August 3, 1992, Articles Supplementary filed with the Department on March 7, 1997, Articles of Amendment filed with the Department on June 26, 1997, Articles Supplementary filed with the Department on December 17, 1997, Articles Supplementary filed with the Department on September 2, 1998, Articles Supplementary filed with the Department on May 11, 2000, Articles Supplementary filed with the Department on June 24, 2003, Articles Supplementary filed with the Department on September 16, 2003 and Articles Supplementary filed with the Department on February 19, 2004 (the "Series F Articles Supplementary");

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- (ii) the Bylaws of the Company as adopted on May 15, 1992, ratified on or as of May 19, 1992, and amended on or as of October 17, 1995, September 1, 1998, May 2, 2000 and August 28, 2003, and in full force and effect on the date hereof (the "Bylaws");
- (iii) the minutes of the organizational action of the Board of Directors of the Company, dated as of May 19, 1992 (the "Organizational Minutes");
- (iv) resolutions adopted by the Board of Directors of the Company, or a committee thereof, on June 23, 2003, June 24, 2003, August 29, 2003, September 8, 2003, September 15, 2003 January 26, 2004 February 17, 2004 and February 18, 2004 (collectively, the "Directors' Resolutions");
- (v) the Registration Statement, including all amendments thereto, filed by the Company with the Commission under the Act and the final base prospectus, dated September 12, 2003, and the related final prospectus supplement, dated February 19, 2004;

- (vi) a status certificate of the Department, dated February 19, 2004, to the effect that the Company is duly incorporated and existing under the laws of the State of Maryland and is duly authorized to transact business in the State of Maryland;
- (vii) a certificate of Andre C. Dimitriadis, Chairman of the Board of Directors, President and Wendy L. Simpson, Vice Chairman of the Board of Directors and Chief Financial Officer of the Company, dated as of the date hereof (the "Officers' Certificate"), to the effect that, among other things, the Charter, the Bylaws, the Organizational Minutes and the Directors' Resolutions are true, correct and complete, have not been rescinded or modified and are in full force and effect on the date of the Officers' Certificate; and
- (viii) such other documents and matters as we have deemed necessary and appropriate to render the opinions set forth in this letter, subject to the limitations, assumptions, and qualifications noted below.

In reaching the opinions set forth below, we have assumed the following:

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- (a) each person executing any of the Documents on behalf of any party (other than the Company) is duly authorized to do so;
- (b) each natural person executing any of the Documents is legally competent to do so;
- (c) any of the Documents submitted to us as originals are authentic; the form and content of any Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such documents as executed and delivered; any of the Documents submitted to us as certified, facsimile or photostatic copies conform to the original document; all signatures on all of the Documents are genuine; all public records reviewed or relied upon by us or on our behalf are true and complete; all statements and information contained in the Documents are true and complete; there has been no modification of, or amendment to, any of the Documents, and there has been no waiver of any provision of any of the Documents by action or omission of the parties or otherwise;
- (d) none of the Shares will be issued or transferred in violation of the provisions of Article Ninth of the Charter of the Company captioned "Limitations on Ownership"; and
- (e) the issuance and delivery of the Shares will not constitute a Business Combination with an Interested Stockholder or an Affiliate thereof (all as defined in Subtitle 6 of Title 3 of the Maryland General Corporation Law (the "MGCL"));

Based on our review of the foregoing and subject to the assumptions and qualifications set forth herein, it is our opinion that, as of the date of this letter:

- (1) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland.
- (2) The issuance of the Shares has been duly authorized by all necessary corporate action on the part of the Company and when such Shares are issued and delivered by the Company in exchange for the consideration therefor as provided in the Directors' Resolutions, such Shares will be validly issued, fully paid and non-assessable.

The foregoing opinion is limited to the laws of the State of Maryland, and we do not express any opinion herein concerning any other law. We express no opinion as to the applicability or effect of any federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers. To the extent that any matter as to which our opinion is expressed herein would be governed by any jurisdiction other than the State of Maryland, we do not express any opinion on such matter.

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This opinion letter is issued as of the date hereof and is necessarily limited to laws now in effect and facts and circumstances presently existing and brought to our attention. We assume no obligation to supplement this opinion letter if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that now exist or that occur or arise in the future and may change the opinions expressed herein after the date hereof.

We consent to your filing this opinion as an exhibit to the Registration

Statement and further consent to the filing of this opinion as an exhibit to the applications to securities commissioners for the various states of the United States for registration of the Shares. We also consent to the identification of our firm as Maryland counsel to the Company in the section of the Registration Statement entitled "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Act.

Very truly yours,

[LETTERHEAD OF REED SMITH LLP]

February 18, 2004

LTC Properties, Inc.
22917 Pacific Coast Highway, Suite 350
Malibu, California 90265

Re: Federal Income Tax Considerations

Ladies and Gentlemen:

This opinion is furnished to you at the request of LTC Properties, Inc., a Maryland corporation (the "Company"), in connection with the offering of 4,000,000 shares of Series F Preferred Stock of the Company (the "Shares") pursuant to the Company's prospectus dated February 18, 2004 (the "Prospectus") included in the Company's Registration Statement on Form S-3, as amended by Post-effective Amendment No. 1 to such Registration Statement (as so amended, the "Registration Statement"), as filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended.

You have requested our opinion concerning certain of the federal income tax consequences to the Company and the purchasers of the Shares in connection with the offering described above. This opinion is based on various facts and assumptions, including the facts set forth in the Registration Statement and the Prospectus concerning the business, properties and governing documents of the Company. We have also been furnished with, and with your consent have relied upon, certain representations made by the Company with respect to certain factual matters. The Company's representation letter is attached to this opinion as an Exhibit.

In our capacity as counsel to the Company, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies.

We are opining herein as to the effect on the subject transaction only of the federal income tax laws of the United States and we express no opinion with respect to the applicability thereto, or the effect thereon, of other federal laws, the laws of any state or other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

Based on such facts, assumptions and representations and subject to qualifications set forth below, it is our opinion that:

1. Commencing with the Company's taxable year ending December 31, 1992, the Company has been organized in conformity with the requirements for qualification as a "real estate investment trust," and its proposed method of operation, as described in the representations by the Company will enable the Company to satisfy the requirements for qualification and taxation as a "real estate investment trust" under the Internal Revenue Code of 1986 (the "Code").

2. The statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2002 set forth under the caption "Taxation of Our Company" and in the Prospectus under the captions "Additional federal income tax considerations" and "Certain US Federal Income Tax Considerations" to the extent such information constitutes matters of law, summaries of legal matters, or legal conclusions, have been reviewed by us and are accurate in all material respects.

No opinion is expressed as to any matter not discussed herein.

This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the Registration Statement, the Company's Annual Report on Form 10-K for the year ended December 31, 2002, or the Company's representations may affect the conclusions stated herein. Moreover, the Company's qualification and taxation as a real estate investment

trust depends upon the Company's ability to satisfy, through actual annual operating results, distribution levels and diversity of stock ownership, the various qualification tests imposed under the Code, the results of which have not been and will not be reviewed by us. Accordingly, no assurance can be given that the actual results of the Company's operation for any one taxable year will satisfy such requirements.

This opinion is rendered only to you, and is solely for your use in connection with the issuance of the Shares pursuant to the Registration Statement and the Prospectus. This opinion may not be relied upon by you for any other purpose, or furnished to, quoted to, or relied upon by any other person, firm or corporation, for any purpose, without our prior written consent. We undertake no obligation to update this opinion if applicable laws change after the date hereof or if we become aware after the date hereof of any facts that may change the opinions expressed herein. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Registration Statement and the Prospectus.

Very truly yours,

/s/ Reed Smith LLP

SWR/LNH/dah

EXHIBIT 10.1

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of February 18, 2004, is by and among LTC Properties, Inc., a Maryland corporation (the "Company"), each Purchaser listed under the heading "Direct Purchasers" on Schedule A (each, a "Direct Purchaser"), each Investment Adviser listed under the heading "Investment Advisers" on the signature pages hereto (each, an "Investment Adviser") who are entering into this Agreement on behalf of themselves (as to paragraph 5 of this Agreement) and those Purchasers which are a fund or individual or other investment advisory client of such Investment Adviser listed under their respective names on Schedule B (each, a "Client"), and each Broker-Dealer listed on Schedule C (each, a "Broker-Dealer") which is entering into this Agreement on behalf of itself (as to paragraph 6 of this Agreement) and those Purchasers which are customers for which it has power of attorney to sign listed under their respective names on Schedule C (each, a "Customer"). Each of the Customers, Direct Purchasers and Clients are referred to herein as individually, a "Purchaser" and collectively, the "Purchasers."

WHEREAS, the Purchasers desire to purchase from the Company (or their Investment Advisers and Broker-Dealers desire to purchase on their behalf from the Company), and the Company desires to issue and sell to each Purchaser the number of shares of beneficial interest of the Company's 8.0% Series F Cumulative Preferred Stock, par value \$0.01 per share (the "Preferred Shares"), set forth opposite the name of each Purchaser on Schedule A, Schedule B or Schedule C, as the case may be.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereof, the Investment Advisers and the Broker-Dealers (on behalf of Purchasers which are Clients and Customers, respectively) and the other Purchasers hereby severally and not jointly agree to purchase from the Company, and the Company agrees to issue and sell to the several Purchasers the number of Preferred Shares set forth next to such Purchaser's name on Schedule A, Schedule B or Schedule C, as the case may be, at a price per share of \$25.00 for an aggregate purchase amount in an amount set forth on Schedule D hereof (the "Purchase Price") at the Closing (as defined below).

2. Representations and Warranties of Purchaser. Each Purchaser represents and warrants with respect to itself that:

(a) Due Authorization. Such Purchaser has full power and authority to enter into this Agreement and is duly authorized to purchase the Preferred Shares in the amount set forth opposite its name on Schedule A, Schedule B or Schedule C, as the case may be. This Agreement has been duly authorized by such Purchaser and duly executed and delivered by or on behalf of such Purchaser. This Agreement constitutes a legal, valid and binding agreement of such Purchaser, enforceable against such Purchaser in accordance with its terms except as may be limited by (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors or (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law and the discretion of the court before which any proceeding therefor may be brought (the "Enforceability Exceptions").

(b) Prospectus and Prospectus Supplement. Such Purchaser has received a copy of the Company's Basic Prospectus dated September 12, 2003, the preliminary prospectus supplement dated February 17, 2004 and the Prospectus Supplement dated February 18, 2004 (each as defined below).

(c) Ownership of Excess Shares of Capital Stock. As of the date hereof and after giving effect to the transaction contemplated hereby, such Purchaser, together with its subsidiaries and affiliates, does not own directly or indirectly more than 9.8% in number of shares or value, whichever is more restrictive, of any class or series of the issued and outstanding capital stock of the Company. Purchaser expressly acknowledges that the provisions of the Company's Articles of Incorporation, as amended or supplemented (the "Charter"), in general, and the Articles Supplementary relating to the Preferred Shares ("Articles Supplementary"), in particular, prohibit the ownership by Purchaser (together with its subsidiaries and affiliates) directly or indirectly of more than 9.8% of the number of issued and outstanding Preferred Shares and not more than 9.8% of the number of issued and outstanding shares of any other class or

series of the Company's capital stock and, in the event Purchaser's Preferred Shares acquired pursuant to this Agreement or otherwise constitute Excess Shares (as defined in the Charter), the Company may repurchase such number of the Purchaser's Preferred Shares on the terms set forth in the Charter and referenced in the Articles Supplementary as is necessary to cause Purchaser to thereafter not own any Excess Shares.

3. Representations and Warranties of Company. The Company represents and warrants that:

(a) The Company meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended (the "Act") and meets the requirements pursuant to the standards for such Form as were in effect immediately prior to October 21, 1992. The Company's Registration Statement (as defined below) was declared effective by the SEC (as defined below) and the Company has filed such post-effective amendments thereto as may be required under applicable law prior to the execution of this Agreement and each such post-effective amendment became effective. The SEC has not issued, nor to the Company's knowledge, has the SEC threatened to issue or intends to issue, a stop order with respect to the Registration Statement, nor has it otherwise suspended or withdrawn the effectiveness of the Registration Statement or to the Company's knowledge, threatened to do so, either temporarily or permanently, nor, to the Company's knowledge, does it intend to do so. On the effective date, the Registration Statement complied in all material respects with the requirements of the Act and the rules and regulations promulgated under the Act (the "Regulations"); at the effective date the Basic Prospectus (as defined below) complied, and at the Closing the Prospectus (as defined below) will comply, in all material respects with the requirements of the Act and the Regulations; each of the Basic

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Prospectus and the Prospectus as of its date and at the Closing Date did not, does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the representations and warranties in this subsection shall not apply to statements in or omissions from the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any of the Purchasers, Cohen & Steers Capital Advisors, LLC, in its capacity as placement advisor ("Placement Advisor"), any Investment Advisers or Broker-Dealers, or any of their respective affiliates, expressly for use in the Prospectus. As used in this Agreement, the term "Registration Statement" means the shelf registration statement on Form S-3 (File No. 333-106555), as amended by Post-Effective Amendment No. 1 thereto, as declared effective by the Securities and Exchange Commission (the "SEC"), including exhibits, financial statements, schedules and documents incorporated by reference therein. The term "Basic Prospectus" means the prospectus included in the Registration Statement, as amended, or as supplemented and filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Preferred Shares hereunder. The term "Prospectus Supplement" means the prospectus supplement specifically relating to the Preferred Shares as to be filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Preferred Shares hereunder. The term "Prospectus" means the Basic Prospectus and the Prospectus Supplement taken together. The term "preliminary prospectus" means any form of preliminary prospectus used in connection with the marketing of the Preferred Shares, including the preliminary prospectus supplement dated as of February 17, 2004 and the Basic Prospectus used with any such preliminary prospectus supplement in connection with the marketing of the Preferred Shares. Any reference in this Agreement to the Registration Statement, the Prospectus or any preliminary prospectus shall be deemed to refer to and include the documents incorporated by reference therein as of the date hereof or the date of the Prospectus or any preliminary prospectus as the case may be, and any reference herein to any amendment or supplement to the Registration Statement, the Prospectus or any preliminary prospectus shall be deemed to refer to and include any documents filed after such date and through the date of such amendment or supplement under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and so incorporated by reference.

(b) Since the date as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (i) there has been no material adverse change or any development which could reasonably be expected to give rise to a prospective material adverse change in or affecting the condition, financial or otherwise, or in the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and the subsidiaries of the Company, if any (the "Subsidiaries") considered as one enterprise, whether or not arising in the ordinary course of business, (ii) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, and (iii) other than regular quarterly dividends, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares of equity securities.

(c) The Company has been duly organized as a corporation and is validly existing in good standing under the laws of the State of Maryland. Each of the Subsidiaries of the Company has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. Each of the Company and its Subsidiaries has the required power and authority to own and lease its properties and to conduct its business as described in the Prospectus; and each of the Company and its Subsidiaries is duly qualified to transact business in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise.

(d) As of the date hereof, the authorized capital stock of the Company consisted of 35,000,000 shares of Common Stock, par value \$0.01 per share (the "Common Stock"), and 15,000,000 shares of Preferred Stock, par value \$0.01 per share, of which 18,002,443 shares of Common Stock, 1,838,520 shares of 9.5% Series A Cumulative Preferred Stock (the "Series A Preferred Shares"), 1,988,000 shares of 9.0% Series B Cumulative Preferred Stock (the "Series B Preferred Shares"), 2,000,000 shares of 8.5% Series C Cumulative Convertible Preferred Stock (the "Series C Preferred Shares"), no shares of Series D Junior Participating Preferred Stock (the "Series D Preferred Shares") and 2,200,000 8.5% Series E Cumulative Convertible Preferred Stock (the "Series E Preferred Shares") are issued and outstanding as of such date (without giving effect to any preferred shares issued or to be issued as contemplated by this Agreement or the application of the proceeds of the offering contemplated hereby) and 6,933,480 preferred shares are authorized and unissued of which 4,000,000 shares will be designated as Preferred Shares. The issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Preferred Shares have been duly authorized, and when issued in accordance with the terms of the Articles Supplementary (as defined below) and delivered as contemplated hereby, will be validly issued, fully paid and non-assessable; the Preferred Shares, the Common Stock and the Series A, B, C and E Preferred Stock of the Company conform to all statements relating thereto contained in the Prospectus; and the issuance of the Preferred Shares is not subject to preemptive or other similar rights.

(e) Neither the Company nor any of its Subsidiaries is in violation of its organizational documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, except where such violation or default would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise; and the execution, delivery and performance of this Agreement, the execution and filing of the Articles Supplementary, and the issuance and delivery of the Preferred Shares and the consummation of the transactions contemplated herein have been duly authorized by all necessary action and will not conflict with or constitute a material breach of, or material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any material property or assets of the Company or any of its Subsidiaries

pursuant to, any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, nor will any such action result in any violation of the provisions of the Articles of Incorporation of the Company, as amended and supplemented by the Articles Supplementary, by-laws or other organizational documents of the Company or any of its Subsidiaries or any law, administrative regulation or administrative or court decree applicable to the Company.

(f) The Company is organized in conformity with the requirements for qualification and, as of the date hereof and as of the Closing, operates in a manner that qualifies it as a "real estate investment trust" under the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder and will be so qualified after giving effect to the sale of the Preferred Shares.

(g) The Company is not required to be registered under the Investment Company Act of 1940, as amended.

(h) No legal or governmental proceedings are pending to which the Company or any of its Subsidiaries is a party or to which the property of the Company or any of its Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and no such proceedings have been threatened against the Company or any of its

Subsidiaries or with respect to any of their respective properties that are required to be described in the Registration Statement or the Prospectus and are not described therein.

(i) No authorization, approval or consent of or filing with any court or United States federal or state governmental authority or agency is necessary in connection with the sale of the Preferred Shares hereunder, except (i) such as may be required under the Act or the Regulations or state securities laws or real estate syndication laws and (ii) the filing of the Articles Supplementary as set forth in paragraph (l) below.

(j) The Company and its Subsidiaries possess such certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now conducted by them, except where the failure to possess such certificates, authority or permits would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise. Neither the Company nor any of its Subsidiaries has received any

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notice of proceedings relating to the revocation or modification of any such certificate, authority or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would materially and adversely affect the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise, nor, to the knowledge of the Company, are any such proceedings threatened or contemplated.

(k) The Company has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as may be limited by the Enforceability Exceptions.

(l) The Articles Supplementary, and the filing of the Articles Supplementary with the State Department of Assessments and Taxation of Maryland on behalf of the Company, have each been duly authorized by the Company; the Articles Supplementary will be filed with the State Department of Assessments and Taxation of Maryland on behalf of the Company prior to the time that any Preferred Shares are issued pursuant to this Agreement and when so filed will constitute a valid and legally binding supplement to the Articles of Incorporation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions.

(m) As of the dates set forth therein or incorporated by reference, the Company had good and marketable title to all of the properties and assets reflected in the audited financial statements contained in the Prospectus, subject to no lien, mortgage, pledge or encumbrance of any kind except (i) those reflected in such financial statements, (ii) as are otherwise described in the Prospectus, (iii) as do not materially adversely affect the value of such property or interests or interfere with the use made or proposed to be made of such property or interests by the Company and each of its Subsidiaries or (iv) which constitute customary provisions of mortgage loans secured by the Company's properties creating obligations of the Company with respect to proceeds of the properties, environmental liabilities and other customary protections for the mortgagees.

(n) Neither the issuance, sale and delivery of the Preferred Shares nor the application of the proceeds thereof by the Company as described in the Prospectus will cause the Company to violate or be in violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(o) The statements set forth in the Basic Prospectus under the caption "Description of Preferred Stock" and the statements set forth in the Prospectus Supplement under the caption "Description of Our Capital Stock--Series F Preferred Stock," in each case, in so far as such statements purport to summarize provisions of laws or documents referred to therein, are correct in all material respects and fairly present the information required to be presented therein.

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4. Representation and Warranties of the Investment Advisers. To induce the Company to enter into this Agreement, each of the Investment Advisers hereby represents and warrants that:

(a) It is an investment adviser duly registered with the SEC under the Investment Advisers Act of 1940.

(b) It has been duly authorized to act as investment adviser on behalf of each Client on whose behalf it is signing this Agreement (as identified under the name of such Investment Adviser on Schedule B hereto) and has the sole authority to make the investment decision to purchase Preferred Shares hereunder on behalf of such Client.

(c) It has the power and authority to enter into and execute this Agreement on behalf of each of the Clients listed under its name on Schedule B hereto.

(d) This Agreement has been duly authorized, executed and delivered by it and, assuming it has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of such Investment Adviser, enforceable against it in accordance with its terms except as may be limited by the Enforceability Exceptions.

(e) It has received a copy of the Company's Basic Prospectus dated September 12, 2003 and Prospectus Supplement dated February 18, 2004.

5. Representation and Warranties of the Broker-Dealers. To induce the Company to enter into this Agreement, each Broker-Dealer represents and warrants that:

(a) It is duly registered and in good standing as a broker-dealer under the Exchange Act and is licensed or otherwise qualified to do business as a broker-dealer with the National Association of Securities Dealers, Inc. and in all states in which it will offer any Preferred Shares pursuant to this Agreement.

(b) It has delivered a copy of the Prospectus to each Purchaser set forth under its name on Schedule C hereto.

(c) It has been granted a duly authorized power-of-attorney to execute and deliver this Agreement on behalf of each Customer on whose behalf it is signing this Agreement (as identified under the name of such Broker-Dealer on Schedule C hereto) and such power has not been revoked.

(d) This Agreement has been duly authorized, executed and delivered by it and, assuming it has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of such Broker-Dealer, enforceable against it in accordance with its terms except as may be limited by the Enforceability Exceptions.

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6. Conditions to Obligations of the Parties. (a) The Purchasers' several obligation to purchase the Preferred Shares shall be subject to the following conditions having been met:

(i) the representations and warranties set forth in Section 3 of this Agreement shall be true and correct with the same force and effect as though expressly made at and as of the Closing,

(ii) the Purchasers shall have received an opinion from Ballard Spahr Andrews & Ingersoll, LLP, special Maryland counsel to the Company, dated as of the date of the Closing, substantially in the form attached hereto as Exhibit A,

(iii) the Purchasers shall have received an opinion from Reed Smith LLP, special securities counsel to the Company, dated as of the date of the Closing, substantially in the form attached hereto as Exhibit B with respect to the matters covered therein and otherwise in form and substance reasonably acceptable to the Placement Advisor and its counsel,

(iv) the Placement Advisor shall have received a comfort letter from Ernst & Young LLP, dated as of the Closing, substantially in the form attached hereto as Exhibit C, and

(v) on the Closing Date, the Company shall have delivered to the Purchasers a certificate of the Chief Executive Officer and Chief Financial Officer of the Company, dated as of the Closing Date, setting forth that each of the representations and warranties contained in this Agreement shall be true on and as of the Closing Date as if made as of the Closing Date and each of the conditions and covenants contained herein shall have been complied with to the extent compliance is required prior to Closing, and shall have delivered such other customary certificates as the Placement Advisor shall have reasonably requested.

(b) The Company's obligation to issue and sell the Preferred Shares shall be subject to the following conditions having been met:

(i) the representations and warranties set forth in Sections 2, 4 and 5 of this Agreement shall be true and correct with the same force and effect as though expressly made at and as of the Closing and

(ii) the Settlement Agent shall have received payment in full for the

Purchase Price for the Preferred Shares by federal wire of immediately available funds, not less than the aggregate amount of \$75,000,000 net of fees, commissions and expenses.

7. Closing. Provided that the conditions set forth in Section 6 hereto and the last sentence of this Section 7 have been met or waived at such time, the transactions contemplated hereby shall be consummated on February 23, 2004, or at such other time and date as the parties hereto shall agree (each such time and date of payment and delivery being herein called the "Closing"). At the Closing, settlement shall occur through Jefferies & Company, or an affiliate thereof, on a delivery versus payment basis through the DTC ID System.

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8. Covenants. The Company hereby covenants and agrees that (a) as soon as practicable, subject to the Purchasers' ownership satisfying the distribution requirements for listing, the Company shall apply for listing the Preferred Shares for trading on the New York Stock Exchange ("NYSE") and will use its reasonable best efforts to obtain approval of the NYSE with respect to such listing as soon as practicable within 30 days after the Closing Date, and if such approval is not so obtained within 30 days, to continue to use its reasonable best efforts to obtain such approval as soon as practicable thereafter and (b) subject to all Purchasers consummating the purchase of the Preferred Shares at the Closing, the Company will use the proceeds of the offering contemplated hereby as set forth under the caption "Use of Proceeds" in the Prospectus Supplement.

9. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other parties hereto, at any time prior to the Closing by the Company, on the one hand, or any Purchaser on the other, if the Closing shall not have occurred on or prior to March 1, 2004; provided that the Company or such Purchaser, as the case may be, shall not be entitled to terminate this Agreement pursuant to this Section 9 if the failure of Closing to occur on or prior to such dates results primarily from such party itself having materially breached any representation, warranty or covenant contained in this Agreement.

10. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and, if to the Purchasers, shall be sufficient in all respects if delivered or sent by facsimile to 212-446-9181 or by certified mail to Cohen & Steers Capital Advisors, LLC, 757 Third Avenue, New York, New York 10017, Attention: Bradley Razook, and, if to the Company, shall be sufficient in all respects if delivered or sent to the Company by facsimile to 805-981-8663 or by certified mail to the Company at 22917 Pacific Coast Highway, Suite 350, Malibu, CA 90265, Attention: Chief Financial Officer

11. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of New York, without regard to conflict of laws principles.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in a writing that is executed by each of the parties hereto.

13. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Executed counterparts may be delivered by facsimile.

14. Construction. When used herein, the phrase "to the knowledge of" the Company or "known to" the Company or any similar phrase means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of the Company and includes the knowledge that such officers would have obtained of the matter represented after reasonable due and diligent inquiry of those employees of the Company whom such officers reasonably believe would have actual knowledge of the matters represented.

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed and delivered as of the date first above written.

LTC PROPERTIES, INC.

By:

Name:
Title:

[Signature Page for Purchase Agreement]

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Direct Purchasers

[]

By:

Name: []
Title: []

[Signature Page for Purchase Agreement]

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INVESTMENT ADVISERS

[] on behalf of itself (solely with respect to paragraph 4) and each Client set forth under its name on Schedule B

By:

Name: []
Title: []

[Signature Page for Purchase Agreement]

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CUSTOMERS

Each of the Several persons or entities listed under the heading "Account Name" on Attachment [] to Schedule C hereto

By: [], as agent and attorney-in-fact

By:

Name
Title:

[] on behalf of itself and solely with respect to paragraph 5

By:

Name
Title:

[Signature Page for Purchase Agreement]

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SCHEDULE A

NAME OF DIRECT PURCHASERS	NUMBER OF SHARES
[]	[]

[Signature Page for Purchase Agreement]
Schedule A - Page 1

SCHEDULE B

NAME OF INVESTMENT ADVISER	NUMBER OF SHARES
[]	
CLIENTS	
[]	

[Signature Page for Purchase Agreement]
Schedule B - Page 1

SCHEDULE C

NAME OF BROKER DEALER:	NUMBER OF SHARES
[]	

Customers for whom it is signing this Agreement as agent and attorney-in-fact :

Each of the several persons or entities set forth under the heading "Account Name" on Attachment [] to Schedule C hereto

The amount set forth opposite such name on Attachment [] to Schedule C hereto under the heading "Amount" (in the aggregate [])

SCHEDULE D

Aggregate Purchase Amount

\$()

[Signature Page for Purchase Agreement]
Schedule C - Page 1

EXHIBIT 10.2

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of February 18, 2004, is by and among LTC Properties, Inc., a Maryland corporation (the "Company"), each Purchaser listed under the heading "Direct Purchasers" on Schedule A (each, a "Direct Purchaser"), each Investment Adviser listed under the heading "Investment Advisers" on the signature pages hereto (each, an "Investment Adviser") who are entering into this Agreement on behalf of themselves (as to paragraph 5 of this Agreement) and those Purchasers which are a fund or individual or other investment advisory client of such Investment Adviser listed under their respective names on Schedule B (each, a "Client"), and each Broker-Dealer listed on Schedule C (each, a "Broker-Dealer") which is entering into this Agreement on behalf of itself (as to paragraph 6 of this Agreement) and those Purchasers which are customers for which it has power of attorney to sign listed under their respective names on Schedule C (each, a "Customer"). Each of the Customers, Direct Purchasers and Clients are referred to herein as individually, a "Purchaser" and collectively, the "Purchasers."

WHEREAS, the Purchasers desire to purchase from the Company (or their Investment Advisers and Broker-Dealers desire to purchase on their behalf from the Company), and the Company desires to issue and sell to each Purchaser the number of shares of beneficial interest of the Company's 8.0% Series F Cumulative Preferred Stock, par value \$0.01 per share (the "Preferred Shares"), set forth opposite the name of each Purchaser on Schedule A, Schedule B or Schedule C, as the case may be.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereof, the Investment Advisers and the Broker-Dealers (on behalf of Purchasers which are Clients and Customers, respectively) and the other Purchasers hereby severally and not jointly agree to purchase from the Company, and the Company agrees to issue and sell to the several Purchasers the number of Preferred Shares set forth next to such Purchaser's name on Schedule A, Schedule B or Schedule C, as the case may be, at a price per share of \$25.00 for an aggregate purchase amount in an amount set forth on Schedule D hereof (the "Purchase Price") at the Closing (as defined below).
2. Representations and Warranties of Purchaser. Each Purchaser represents and warrants with respect to itself that:
 - (a) Due Authorization. Such Purchaser has full power and authority to enter into this Agreement and is duly authorized to purchase the Preferred Shares in the amount set forth opposite its name on Schedule A, Schedule B or Schedule C, as the case may be. This Agreement has been duly authorized by such Purchaser and duly executed and delivered by or on behalf of such Purchaser. This Agreement constitutes a legal, valid and binding agreement of such Purchaser, enforceable against such Purchaser in accordance with its terms except as may be limited by (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors or (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law and the discretion of the court before which any proceeding therefor may be brought (the "Enforceability Exceptions").
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 - (b) Prospectus and Prospectus Supplement. Such Purchaser has received a copy of the Company's Basic Prospectus dated September 12, 2003, the preliminary prospectus supplement dated February 17, 2004 and the Prospectus Supplement dated February 18, 2004 (each as defined below).
 - (c) Ownership of Excess Shares of Capital Stock. As of the date hereof and after giving effect to the transaction contemplated hereby, such Purchaser, together with its subsidiaries and affiliates, does not own directly or indirectly more than 9.8% in number of shares or value, whichever is more restrictive, of any class or series of the issued and outstanding capital stock of the Company. Purchaser expressly acknowledges that the provisions of the Company's Articles of Incorporation, as amended or supplemented (the "Charter"), in general, and the Articles Supplementary relating to the Preferred Shares ("Articles Supplementary"), in particular, prohibit the ownership by Purchaser (together with its subsidiaries and affiliates) directly or indirectly of more than 9.8% of the number of issued and outstanding Preferred Shares and not more than 9.8% of the number of issued and outstanding shares of any other class or series of the Company's

capital stock and, in the event Purchaser's Preferred Shares acquired pursuant to this Agreement or otherwise constitute Excess Shares (as defined in the Charter), the Company may repurchase such number of the Purchaser's Preferred Shares on the terms set forth in the Charter and referenced in the Articles Supplementary as is necessary to cause Purchaser to thereafter not own any Excess Shares.

3. Representations and Warranties of Company. The Company represents and warrants that:

- (a) The Company meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended (the "Act") and meets the requirements pursuant to the standards for such Form as were in effect immediately prior to October 21, 1992. The Company's Registration Statement (as defined below) was declared effective by the SEC (as defined below) and the Company has filed such post-effective amendments thereto as may be required under applicable law prior to the execution of this Agreement and each such post-effective amendment became effective. The SEC has not issued, nor to the Company's knowledge, has the SEC threatened to issue or intends to issue, a stop order with respect to the Registration Statement, nor has it otherwise suspended or withdrawn the effectiveness of the Registration Statement or to the Company's knowledge, threatened to do so, either temporarily or permanently, nor, to the Company's knowledge, does it intend to do so. On the effective date, the Registration Statement complied in all material respects with the requirements of the Act and the rules and regulations promulgated under the Act (the "Regulations"); at the effective date the Basic Prospectus (as defined below) complied, and at the Closing the Prospectus (as defined below) will comply, in all material respects with the requirements of the Act and the Regulations; each of the Basic Prospectus and the Prospectus as of its date and at the Closing Date did not, does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the representations and warranties in this subsection shall not apply to statements in or omissions from the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any of the Purchasers, Cohen & Steers Capital Advisors, LLC, in its capacity as placement advisor ("Placement Advisor"), any Investment Advisers or Broker-Dealers, or any of their respective affiliates, expressly for use in the Prospectus. As used in this Agreement, the term "Registration Statement" means the shelf registration statement on Form S-3 (File No. 333-106555), as amended by Post-Effective Amendment No. 1 thereto, as declared effective by the Securities and Exchange Commission (the "SEC"), including exhibits, financial statements, schedules and documents incorporated by reference therein. The term "Basic Prospectus" means the prospectus included in the Registration Statement, as amended, or as supplemented and filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Preferred Shares hereunder. The term "Prospectus Supplement" means the prospectus supplement specifically relating to the Preferred Shares as to be filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Preferred Shares hereunder. The term "Prospectus" means the Basic Prospectus and the Prospectus Supplement taken together. The term "preliminary prospectus" means any form of preliminary prospectus used in connection with the marketing of

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the Preferred Shares, including the preliminary prospectus supplement dated as of February 17, 2004 and the Basic Prospectus used with any such preliminary prospectus supplement in connection with the marketing of the Preferred Shares. Any reference in this Agreement to the Registration Statement, the Prospectus or any preliminary prospectus shall be deemed to refer to and include the documents incorporated by reference therein as of the date hereof or the date of the Prospectus or any preliminary prospectus as the case may be, and any reference herein to any amendment or supplement to the Registration Statement, the Prospectus or any preliminary prospectus shall be deemed to refer to and include any documents filed after such date and through the date of such amendment or supplement under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and so incorporated by reference.

- (b) Since the date as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (i) there has been no material adverse change or any development which could reasonably be expected to give rise to a prospective material adverse change in or affecting the condition, financial or otherwise, or in the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and the subsidiaries of the Company, if any (the "Subsidiaries") considered as one enterprise, whether or

not arising in the ordinary course of business, (ii) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, and (iii) other than regular quarterly dividends, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares of equity securities.

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- (c) The Company has been duly organized as a corporation and is validly existing in good standing under the laws of the State of Maryland. Each of the Subsidiaries of the Company has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. Each of the Company and its Subsidiaries has the required power and authority to own and lease its properties and to conduct its business as described in the Prospectus; and each of the Company and its Subsidiaries is duly qualified to transact business in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise.
- (d) As of the date hereof, the authorized capital stock of the Company consisted of 35,000,000 shares of Common Stock, par value \$0.01 per share (the "Common Stock"), and 15,000,000 shares of Preferred Stock, par value \$0.01 per share, of which 18,002,443 shares of Common Stock, 1,838,520 shares of 9.5% Series A Cumulative Preferred Stock (the "Series A Preferred Shares"), 1,988,000 shares of 9.0% Series B Cumulative Preferred Stock (the "Series B Preferred Shares"), 2,000,000 shares of 8.5% Series C Cumulative Convertible Preferred Stock (the "Series C Preferred Shares"), no shares of Series D Junior Participating Preferred Stock (the "Series D Preferred Shares") and 2,200,000 8.5% Series E Cumulative Convertible Preferred Stock (the "Series E Preferred Shares") are issued and outstanding as of such date (without giving effect to any preferred shares issued or to be issued as contemplated by this Agreement or the application of the proceeds of the offering contemplated hereby) and 6,933,480 preferred shares are authorized and unissued of which 4,000,000 shares will be designated as Preferred Shares. The issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Preferred Shares have been duly authorized, and when issued in accordance with the terms of the Articles Supplementary (as defined below) and delivered as contemplated hereby, will be validly issued, fully paid and non-assessable; the Preferred Shares, the Common Stock and the Series A, B, C and E Preferred Stock of the Company conform to all statements relating thereto contained in the Prospectus; and the issuance of the Preferred Shares is not subject to preemptive or other similar rights.
- (e) Neither the Company nor any of its Subsidiaries is in violation of its organizational documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, except where such violation or default would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise; and the execution, delivery and performance of this Agreement, the execution and filing of the Articles Supplementary, and the issuance and delivery of the Preferred Shares and the consummation of the transactions contemplated

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herein have been duly authorized by all necessary action and will not conflict with or constitute a material breach of, or material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any material property or assets of the Company or any of its Subsidiaries pursuant to, any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, nor will any such action result in any violation of the provisions of the Articles of Incorporation of the Company, as amended and supplemented by the

Articles Supplementary, by-laws or other organizational documents of the Company or any of its Subsidiaries or any law, administrative regulation or administrative or court decree applicable to the Company.

- (f) The Company is organized in conformity with the requirements for qualification and, as of the date hereof and as of the Closing, operates in a manner that qualifies it as a "real estate investment trust" under the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder and will be so qualified after giving effect to the sale of the Preferred Shares.
- (g) The Company is not required to be registered under the Investment Company Act of 1940, as amended.
- (h) No legal or governmental proceedings are pending to which the Company or any of its Subsidiaries is a party or to which the property of the Company or any of its Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and no such proceedings have been threatened against the Company or any of its Subsidiaries or with respect to any of their respective properties that are required to be described in the Registration Statement or the Prospectus and are not described therein.
- (i) No authorization, approval or consent of or filing with any court or United States federal or state governmental authority or agency is necessary in connection with the sale of the Preferred Shares hereunder, except (i) such as may be required under the Act or the Regulations or state securities laws or real estate syndication laws and (ii) the filing of the Articles Supplementary as set forth in paragraph (l) below.
- (j) The Company and its Subsidiaries possess such certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now conducted by them, except where the failure to possess such certificates, authority or permits would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise. Neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would materially and adversely affect the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise, nor, to the knowledge of the Company, are any such proceedings threatened or contemplated.

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- (k) The Company has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as may be limited by the Enforceability Exceptions.
- (l) The Articles Supplementary, and the filing of the Articles Supplementary with the State Department of Assessments and Taxation of Maryland on behalf of the Company, have each been duly authorized by the Company; the Articles Supplementary will be filed with the State Department of Assessments and Taxation of Maryland on behalf of the Company prior to the time that any Preferred Shares are issued pursuant to this Agreement and when so filed will constitute a valid and legally binding supplement to the Articles of Incorporation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions.
- (m) As of the dates set forth therein or incorporated by reference, the Company had good and marketable title to all of the properties and assets reflected in the audited financial statements contained in the Prospectus, subject to no lien, mortgage, pledge or encumbrance of any kind except (i) those reflected in such financial statements, (ii) as are otherwise described in the Prospectus, (iii) as do not materially adversely affect the value of such property or interests or interfere with the use made or proposed to be made of such property or interests by the Company and each of its Subsidiaries or (iv) which constitute customary provisions of mortgage loans secured by the Company's properties creating obligations of the Company with respect to proceeds of the properties, environmental liabilities and other customary protections for the mortgagees.

- (n) Neither the issuance, sale and delivery of the Preferred Shares nor the application of the proceeds thereof by the Company as described in the Prospectus will cause the Company to violate or be in violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.
- (o) The statements set forth in the Basic Prospectus under the caption "Description of Preferred Stock" and the statements set forth in the Prospectus Supplement under the caption "Description of Our Capital Stock--Series F Preferred Stock," in each case, in so far as such statements purport to summarize provisions of laws or documents referred to therein, are correct in all material respects and fairly present the information required to be presented therein.

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4. Representation and Warranties of the Investment Advisers. To induce the Company to enter into this Agreement, each of the Investment Advisers hereby represents and warrants that:
- (a) It is an investment adviser duly registered with the SEC under the Investment Advisers Act of 1940.
 - (b) It has been duly authorized to act as investment adviser on behalf of each Client on whose behalf it is signing this Agreement (as identified under the name of such Investment Adviser on Schedule B hereto) and has the sole authority to make the investment decision to purchase Preferred Shares hereunder on behalf of such Client.
 - (c) It has the power and authority to enter into and execute this Agreement on behalf of each of the Clients listed under its name on Schedule B hereto.
 - (d) This Agreement has been duly authorized, executed and delivered by it and, assuming it has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of such Investment Adviser, enforceable against it in accordance with its terms except as may be limited by the Enforceability Exceptions.
 - (e) It has received a copy of the Company's Basic Prospectus dated September 12, 2003 and Prospectus Supplement dated February 18, 2004.
5. Representation and Warranties of the Broker-Dealers. To induce the Company to enter into this Agreement, each Broker-Dealer represents and warrants that:
- (a) It is duly registered and in good standing as a broker-dealer under the Exchange Act and is licensed or otherwise qualified to do business as a broker-dealer with the National Association of Securities Dealers, Inc. and in all states in which it will offer any Preferred Shares pursuant to this Agreement.
 - (b) It has delivered a copy of the Prospectus to each Purchaser set forth under its name on Schedule C hereto.
 - (c) It has been granted a duly authorized power-of-attorney to execute and deliver this Agreement on behalf of each Customer on whose behalf it is signing this Agreement (as identified under the name of such Broker-Dealer on Schedule C hereto) and such power has not been revoked.
 - (d) This Agreement has been duly authorized, executed and delivered by it and, assuming it has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of such Broker-Dealer, enforceable against it in accordance with its terms except as may be limited by the Enforceability Exceptions.

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6. Conditions to Obligations of the Parties. (a) The Purchasers' several obligation to purchase the Preferred Shares shall be subject to the following conditions having been met:
- (i) the representations and warranties set forth in Section 3 of this Agreement shall be true and correct with the same force and effect as though expressly made at and as of the Closing,
 - (ii) the Purchasers shall have received an opinion from Ballard Spahr Andrews & Ingersoll, LLP, special Maryland counsel to the Company, dated as of the date of the Closing, substantially in the form attached hereto as Exhibit A,

- (iii) the Purchasers shall have received an opinion from Reed Smith LLP, special securities counsel to the Company, dated as of the date of the Closing, substantially in the form attached hereto as Exhibit B with respect to the matters covered therein and otherwise in form and substance reasonably acceptable to the Placement Advisor and its counsel,
 - (iv) the Placement Advisor shall have received a comfort letter from Ernst & Young LLP, dated as of the Closing, substantially in the form attached hereto as Exhibit C, and
 - (v) on the Closing Date, the Company shall have delivered to the Purchasers a certificate of the Chief Executive Officer and Chief Financial Officer of the Company, dated as of the Closing Date, setting forth that each of the representations and warranties contained in this Agreement shall be true on and as of the Closing Date as if made as of the Closing Date and each of the conditions and covenants contained herein shall have been complied with to the extent compliance is required prior to Closing, and shall have delivered such other customary certificates as the Placement Advisor shall have reasonably requested.
- (b) The Company's obligation to issue and sell the Preferred Shares shall be subject to the following conditions having been met:
- (i) the representations and warranties set forth in Sections 2, 4 and 5 of this Agreement shall be true and correct with the same force and effect as though expressly made at and as of the Closing and
 - (ii) the Settlement Agent shall have received payment in full for the Purchase Price for the Preferred Shares by federal wire of immediately available funds, not less than the aggregate amount of \$25,000,000 net of fees, commissions and expenses.
7. Closing. Provided that the conditions set forth in Section 6 hereto and the last sentence of this Section 7 have been met or waived at such time, the transactions contemplated hereby shall be consummated on February 27, 2004, or at such other time and date as the parties hereto shall agree (each such time and date of payment and delivery being herein called the "Closing"). At the Closing, settlement shall occur through Jefferies & Company, or an affiliate thereof, on a delivery versus payment basis through the DTC ID System.
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8. Covenants. The Company hereby covenants and agrees that (a) as soon as practicable, subject to the Purchasers' ownership satisfying the distribution requirements for listing, the Company shall apply for listing the Preferred Shares for trading on the New York Stock Exchange ("NYSE") and will use its reasonable best efforts to obtain approval of the NYSE with respect to such listing as soon as practicable within 30 days after the Closing Date, and if such approval is not so obtained within 30 days, to continue to use its reasonable best efforts to obtain such approval as soon as practicable thereafter and (b) subject to all Purchasers consummating the purchase of the Preferred Shares at the Closing, the Company will use the proceeds of the offering contemplated hereby as set forth under the caption "Use of Proceeds" in the Prospectus Supplement.
9. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other parties hereto, at any time prior to the Closing by the Company, on the one hand, or any Purchaser on the other, if the Closing shall not have occurred on or prior to March 1, 2004; provided that the Company or such Purchaser, as the case may be, shall not be entitled to terminate this Agreement pursuant to this Section 9 if the failure of Closing to occur on or prior to such dates results primarily from such party itself having materially breached any representation, warranty or covenant contained in this Agreement.
10. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and, if to the Purchasers, shall be sufficient in all respects if delivered or sent by facsimile to 212-446-9181 or by certified mail to Cohen & Steers Capital Advisors, LLC, 757 Third Avenue, New York, New York 10017, Attention: Bradley Razook, and, if to the Company, shall be sufficient in all respects if delivered or sent to the Company by facsimile to 805-981-8663 or by certified mail to the Company at 22917 Pacific Coast Highway, Suite 350, Malibu, CA 90265, Attention: Chief Financial Officer
11. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of New York, without regard to conflict of laws principles.
12. Entire Agreement. This Agreement constitutes the entire agreement between

the parties hereto with respect to the subject matter hereof and may be amended only in a writing that is executed by each of the parties hereto.

13. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Executed counterparts may be delivered by facsimile.
14. Construction. When used herein, the phrase "to the knowledge of" the Company or "known to" the Company or any similar phrase means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of the Company and includes the knowledge that such officers would have obtained of the matter represented after reasonable due and diligent inquiry of those employees of the Company whom such officers reasonably believe would have actual knowledge of the matters represented.

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed and delivered as of the date first above written.

LTC PROPERTIES, INC.

By: _____
Name:
Title:

[Signature Page for Purchase Agreement]

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Direct Purchasers

[]

By: _____
Name: []
Title: []

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Investment Advisers

[] on behalf of itself (solely with respect to

paragraph 4) and each Client set forth under its name on Schedule B

By: _____
Name: []
Title: []

[Signature Page for Purchase Agreement]

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CUSTOMERS

Each of the Several persons or entities listed under the heading "Account Name" on Attachment [] to Schedule C hereto

By: [], as agent and attorney-in-fact

By: _____
Name
Title:

[] on behalf of itself and solely with respect to paragraph 5

By: _____
Name
Title:

[Signature Page for Purchase Agreement]

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SCHEDULE A

NAME OF DIRECT PURCHASERS

NUMBER OF SHARES

[]

[]

[Signature Page for Purchase Agreement]

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SCHEDULE B

NAME OF INVESTMENT ADVISER

NUMBER OF SHARES

[]

CLIENTS

[]

[Signature Page for Purchase Agreement]

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SCHEDULE C

NAME OF BROKER DEALER:

NUMBER OF SHARES

[]

Customers for whom it is signing this Agreement as agent and attorney-in-fact :

Each of the several persons or entities set forth under the heading "Account Name" on Attachment [] to Schedule C hereto

The amount set forth opposite such name on Attachment [] to Schedule C hereto under the heading "Amount" (in the aggregate [])

SCHEDULE D

Aggregate Purchase Amount

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February 18, 2004

Cohen & Steers Capital Advisors, LLC
757 Third Avenue
New York, New York 10017

Re: Placement of Preferred Shares of LTC Properties, Inc.

Dear Sirs:

This letter (the "Agreement") confirms our agreement to retain Cohen & Steers Capital Advisors, LLC (the "Placement Advisor") as our exclusive advisor for a period commencing on the date of this letter and terminating on March 1, 2004, unless extended by the parties, to introduce LTC Properties, Inc., a Maryland corporation (the "Company"), to certain investors as prospective purchasers (the "Offer") of up to 4,000,000 shares of the Company's 8.0% Series F Cumulative Preferred Shares, par value \$0.01 per share (the "Preferred Shares") (assuming the maximum number of Preferred Shares is issued and sold). The engagement described herein (i) may be terminated by the Company at any time prior to the Initial Closing (as defined below) and (ii) shall be in accordance with applicable laws and pursuant to the following procedures and terms and conditions:

1. The Company will:

- (a) Cause the Company's independent public accountants to address to the Company and the Placement Advisor and deliver to the Company, the Placement Advisor and the Purchasers (as such term is defined in the Purchase Agreements dated the date hereof between the Company and the purchasers party thereto (the "Purchase Agreements")) (i) a letter or letters (which letters are frequently referred to as "comfort letters") dated the date hereof, and (ii) if so requested by the Placement Advisor, a "bring-down" letter delivered on each date on which the sale of Preferred Shares is consummated pursuant to a Purchase Agreement (each such date, a "Closing Date" and the time of such consummation on any such Closing Date, a "Closing," the first such Closing Date, the "Initial Closing Date" and the Closing on the Initial Closing Date, the "Initial Closing," and the final such Closing Date, the "Final Closing Date" and the Closing on the Final Closing Date, the "Final Closing"), which, with respect to the letter referred to in clause (i) above, will be substantially in the form attached hereto as Annex I, and with respect to the letter or letters referred to in clause (ii) above, will be in form and substance reasonably satisfactory to the Placement Advisor.
- (b) On each Closing Date, cause special securities counsel to the Company to deliver opinions to the Placement Advisor and the Purchasers substantially in the form of Annex II hereto and otherwise in form and substance reasonably satisfactory to the Placement Advisor and its counsel, and cause the special Maryland counsel to the Company to deliver opinions to the Placement Advisor and the Purchasers substantially in the form of Annex III hereto.
- (c) As soon as practicable after the Initial Closing, subject to the Purchasers' ownership satisfying the distribution requirements for listing, apply for listing the Preferred Shares for trading on the New York Stock Exchange, Inc. ("NYSE") and will use its reasonable best efforts to obtain approval from the NYSE with respect to such listing as soon as reasonably practicable within 30 days after the Initial Closing Date and, if such approval is not obtained within 30 days, to continue to use its reasonable best efforts to obtain such approval as soon as practicable thereafter.
- (d) Prior to the Final Closing, the Company shall not sell or approve the solicitation of offers for the purchase of additional Preferred Shares in excess of the amount which shall be authorized by the Company or in excess of the aggregate offering price of the Preferred Shares registered pursuant to the Registration Statement (as defined below).
- (e) Use the proceeds of the offering contemplated hereby as set forth under the caption "Use of Proceeds" in the Prospectus Supplement (as defined below).
- (f) On each Closing Date, the Company shall deliver to the Placement Advisor and the Purchasers a certificate of the Chief Executive Officer and Chief Financial Officer of the Company, dated as of such Closing Date, setting forth that each of the representations and warranties contained in this Agreement shall be true on and as of such Closing Date as if made as of such Closing Date and each of the

conditions and covenants contained herein shall have been complied with to the extent compliance is required prior to such Closing, and shall have delivered such other customary certificates as the Placement Advisor shall have reasonably requested.

2. The Company authorizes the Placement Advisor to use the Prospectus (as defined below) in connection with the Offer for such period of time as any such materials are required by law to be delivered in connection therewith and the Placement Advisor agrees to do so.

- (a) The Placement Advisor will use commercially reasonable efforts on behalf of the Company in connection with the Placement Advisor's services hereunder. No offers or sales of Preferred Shares shall be made to any person without the prior approval of such person by the Company, such approval to be at the reasonable discretion of the Company. The Placement Advisor's aggregate fee for its services hereunder will be the sum of (a) an amount equal to 1.0% of the gross proceeds received by the Company in connection with Preferred Shares sold on the Initial Closing Date and an additional fee of \$104,600 for arranging through a sub-placement advisor for the sale of Preferred Shares to certain retail accounts (each such fee payable by the Company at and subject to the consummation of the Initial Closing) and (b) an amount equal to 1.0% of the gross proceeds received by the Company in connection with Preferred Shares sold on the Final Closing Date (such fee payable by the Company at and subject to the

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consummation of the Final Closing). The Company, upon consultation with the Placement Advisor, may establish in the Company's discretion a minimum aggregate amount of Preferred Shares to be sold in the offering contemplated hereby, which minimum aggregate amount shall be reflected in the Prospectus. The Placement Advisor will not enter into any agreement or arrangement with any broker, dealer or other person in connection with the placement of Preferred Shares (individually, a "Participating Person" and collectively, "Participating Persons") which will obligate the Company to pay additional fees or expenses to or on behalf of a Participating Person without the prior written consent of the Company, it being understood that Jefferies & Company, Inc. will be acting as settlement agent ("Settlement Agent") in connection with the Offer.

- (b) The Company agrees that it will pay its own costs and expenses incident to the performance of the obligations hereunder whether or not any Preferred Shares are offered or sold pursuant to the Offer, including, without limitation, (i) the filing fees and expenses, if any, incurred with respect to any filing with the NYSE, (ii) all costs and expenses incident to the preparation, issuance, execution and delivery of the Preferred Shares, (iii) all costs and expenses (including filing fees) incident to the preparation, printing and filing under the Securities Act of 1933, as amended (the "Act"), of the Registration Statement and the Prospectus, including, without limitation, in each case, all exhibits, amendments and supplements thereto, (iv) all costs and expenses incurred in connection with the required registration or qualification of the Preferred Shares issuable under the laws of such jurisdictions as the Placement Advisor may reasonably designate, if any, (v) all costs and expenses incurred by the Company in connection with the printing (including word processing and duplication costs) and delivery of the Prospectus and Registration Statement (including, without limitation, any preliminary and supplemental blue sky memoranda) including, without limitation, mailing and shipping, (vi) all fees and expenses incurred in marketing the Offer, (vii) the fees and expenses of the Settlement Agent and (viii) the fees and disbursements of Reed Smith, LLP, special securities counsel to the Company, Ballard Spahr Andrews & Ingersoll, LLP, special Maryland counsel to the Company and any other counsel to the Company, and Ernst & Young LLP, auditors to the Company. In addition, upon each Closing (without duplication), the Company agrees to reimburse the Placement Advisor, from the proceeds of the sale of Preferred Shares, for all reasonable out-of-pocket expenses of the Placement Advisor in connection with the Offer, including, without limitation, the reasonable legal fees, expenses and disbursements of the Placement Advisor's counsel in connection with the Offer, in the aggregate not to exceed \$60,000 (it being understood that such amount does not include any amounts due or paid to the Settlement Agent).

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- (c) The Company will indemnify and hold harmless the Placement Advisor and each of its respective partners, directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys and agents, and each person, if any, controlling the Placement Advisor or

any of its affiliates within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (collectively, the "Placement Advisor Indemnitees"), from and against any and all losses, claims, damages, liabilities or costs (and any reasonable legal or other expenses incurred by such Placement Advisor in investigating or defending the same or in giving testimony or furnishing documents in response to a request of any government agency or to a subpoena) in any way relating to, arising out of or caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or in the Prospectus or any preliminary prospectus (other than the preliminary prospectus dated January 27, 2004) or in any way relating to, arising out of or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Such indemnity agreement shall not, however, apply to any such loss, claim, damage, liability, cost or expense (i) if such statement or omission was made in reliance upon or in conformity with information furnished in writing to the Company by the Placement Advisor or its affiliates or any of the Purchasers, Investment Advisors or Broker-Dealers (as defined in the Purchase Agreements) or their respective affiliates expressly for use in the Prospectus Supplement, or (ii) which is held in a final judgment of a court of competent jurisdiction (not subject to further appeal) to have arisen out of (x) the gross negligence or willful misconduct of the Placement Advisor or any Placement Advisor Indemnitee described in this paragraph 4(a), or (y) a breach of Placement Advisor's representations and warranties in paragraph 5 hereof.

- (d) The Placement Advisor will indemnify and hold harmless the Company and each of its directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys, agents, and each person controlling the Company or any of its affiliates within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages, liabilities, costs or expenses (and any reasonable legal or other expenses incurred by such indemnitee in investigating or defending the same or in giving testimony or furnishing documents in response to a request of any government agency or to a subpoena) (i) which are held in a final judgment of a court of competent jurisdiction (not subject to further appeal) to have arisen out of the gross negligence or willful misconduct of such Placement Advisor or any of its respective partners, directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys and agents, and each person, if any, controlling the Placement Advisor or any of its affiliates within the meaning of Section 15 of the Act or Section 20 of the Exchange Act or (ii) relating to, arising out of or caused by any untrue statement or alleged untrue statement of a material fact contained in the Prospectus Supplement or in any way relating to, arising out of or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, if such statement or omission was made in reliance upon or in conformity with information furnished in writing to the

Company by the Placement Advisor or its affiliates or any of the Purchasers, Investment Advisors or Broker-Dealers or their respective affiliates expressly for use in the Prospectus Supplement, or (iii) which result from violations by the Placement Advisor of law or of requirements, rules or regulations of federal or state securities regulators, self-regulatory associations or organizations in the securities industry, stock exchanges or organizations with similar functions or responsibilities with respect to securities brokers or dealers, as determined by a court of competent jurisdiction or applicable federal or state securities regulators, self-regulatory associations or organizations in the securities industry or stock exchanges or organizations, as applicable.

- (e) If any action, proceeding or investigation is commenced as to which any indemnified party hereunder proposes to demand indemnification under this letter agreement, such indemnified party will notify the indemnifying party with reasonable promptness. The indemnifying party shall have the right to retain counsel of its own choice (which counsel shall be reasonably satisfactory to the indemnified party) to represent it and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the indemnified party and any counsel designated by the indemnified party; provided, however, it is understood and agreed that if the indemnifying party assumes the defense of a claim for which indemnification is sought hereunder, it shall have no obligation to pay the expenses of separate counsel for the indemnified party, unless defenses are available to

the indemnified party that make it impracticable for the indemnifying party and the indemnified party to be represented by the same counsel in which case the indemnified party shall be entitled to retain one counsel. The indemnifying party will not be liable under this letter agreement for any settlement of any claim against the indemnified party made without the indemnifying party's written consent.

- (f) In order to provide for just and equitable contribution, if a claim for indemnification pursuant to this paragraph 4 is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provided for indemnification in such case, then the Company, on the one hand, and the Placement Advisor, on the other hand, shall contribute to the losses, claims, damages, liabilities or costs to which the indemnified persons may be subject in accordance with the relative benefits received from the offering and sale of the Preferred Shares by the Company, on the one hand, and the Placement Advisor, on the other hand (it being understood that, with respect to the Placement Advisor, such benefits received are limited to fees actually paid by the Company and received by the Placement Advisor pursuant to this Agreement), and also the relative fault of the Company, on the one hand, and the Placement Advisor, on the other hand, in connection

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with the statements, acts or omissions which resulted in such losses, claims, damages, liabilities or costs, and any relevant equitable considerations shall also be considered. No person found liable for a fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation. Notwithstanding the foregoing, the Placement Advisor shall not be obligated to contribute any amount hereunder that exceeds the fees received by the Placement Advisor in respect to the offering and sale of the Preferred Shares.

4. The Company represents and warrants to the Placement Advisor as of the date hereof and as of each Closing Date as follows:

- (a) The Company meets the requirements for use of Form S-3 under the Act and meets the requirements pursuant to the standards for such Form as were in effect immediately prior to October 21, 1992. The Company's Registration Statement (as defined below) was declared effective by the SEC (as defined below) and the Company has filed such post-effective amendments thereto as may be required under applicable law prior to the execution of this Agreement and each such post-effective amendment became effective. The SEC has not issued, nor to the Company's knowledge, has the SEC threatened to issue or intends to issue, a stop order with respect to the Registration Statement, nor has it otherwise suspended or withdrawn the effectiveness of the Registration Statement or, to the Company's knowledge, threatened to do so, either temporarily or permanently, nor, to the Company's knowledge, does it intend to do so. On the effective date, the Registration Statement complied in all material respects with the requirements of the Act and the rules and regulations promulgated under the Act (the "Regulations"); at the effective date the Basic Prospectus (as defined below) complied, and at each Closing the Prospectus will comply, in all material respects with the requirements of the Act and the Regulations; each of the Basic Prospectus and the Prospectus as of its date and at each Closing Date did not, does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the representations and warranties in this subsection shall not apply to statements in or omissions from the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by the Placement Advisor or its affiliates or by or on behalf of any of the Purchasers, Investment Advisors or Broker-Dealers or any of their respective affiliates, in each case, expressly for use therein. As used in this Agreement, the term "Registration Statement" means the "shelf" registration statement on Form S-3 (File No. 333-106555), as amended by the Post-Effective Amendment No. 1 thereto, as declared effective by the Securities and Exchange Commission (the "SEC"), including exhibits, financial statements, schedules and documents incorporated by reference therein. The term "Basic Prospectus" means the prospectus included in the Registration

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Statement, as amended, or as supplemented and filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Preferred Shares hereunder. The term "Prospectus Supplement" means the

prospectus supplement specifically relating to the Preferred Shares as to be filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Preferred Shares. The term "Prospectus" means the Basic Prospectus and the Prospectus Supplement taken together. The term "preliminary prospectus" means any form of preliminary prospectus used in connection with the marketing of the Preferred Shares, including the preliminary prospectus supplement dated as of February 17, 2004 and the Basic Prospectus used with any such preliminary prospectus supplement in connection with the marketing of the Preferred Shares. Any reference in this Agreement to the Registration Statement, the Prospectus or any preliminary prospectus shall be deemed to refer to and include the documents incorporated by reference therein as of the date hereof or the date of the Prospectus or any preliminary prospectus, as the case may be, and any reference herein to any amendment or supplement to the Registration Statement, the Prospectus or any preliminary prospectus shall be deemed to refer to and include any documents filed after such date and through the date of such amendment or supplement under the Exchange Act and so incorporated by reference.

- (b) Since the date as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (i) there has been no material adverse change or any development which could reasonably be expected to give rise to a prospective material adverse change in or affecting the condition, financial or otherwise, or in the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and the subsidiaries of the Company, if any (the "Subsidiaries") considered as one enterprise, whether or not arising in the ordinary course of business, (ii) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, and (iii) other than regular quarterly dividends, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares of equity securities.

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- (c) The Company has been duly organized as a corporation and is validly existing in good standing under the laws of the State of Maryland. Each of the Subsidiaries of the Company has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. Each of the Company and its Subsidiaries has the required power and authority to own and lease its properties and to conduct its business as described in the Prospectus; and each of the Company and its Subsidiaries is duly qualified to transact business in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise.
- (d) As of the date hereof, the authorized capital stock of the Company consisted of 35,000,000 Common Shares, par value \$0.01 per share (the "Common Stock"), and 15,000,000 shares of Preferred Stock, par value \$0.01 per share, of which 18,002,443 Common Shares, 1,838,520 shares of 9.5% Series A Cumulative Preferred Stock (the "Series A Preferred Shares"), 1,988,000 shares of 9.0% Series B Cumulative Preferred Stock (the "Series B Preferred Shares"), 2,000,000 shares of 8.5% Series C Cumulative Convertible Preferred Stock (the "Series C Preferred Shares"), no shares of Series D Junior Participating Preferred Stock (the "Series D Preferred Shares") and 2,200,000 8.5% Series E Cumulative Convertible Preferred Stock (the "Series E Preferred Shares") are issued and outstanding as of such date (without giving effect to any preferred shares issued or to be issued as contemplated by this Agreement or the application of the proceeds of the offering contemplated hereby) and 6,933,480 preferred shares are authorized and unissued of which 4,000,000 will be designated as the Preferred Shares. The issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Preferred Shares have been duly authorized, and when issued in accordance with the terms of the Articles Supplementary (as defined below) and delivered as contemplated hereby, will be validly issued, fully paid and non-assessable; the Preferred Shares, the Common Stock and the Series A, B, C and E Preferred Stock of the Company conform to all statements relating thereto contained in the Prospectus; and the issuance of the Preferred Shares is not subject to preemptive or other similar rights.
- (e) Neither the Company nor any of its Subsidiaries is in violation of its organizational documents or in default in the performance or

observance of any obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject except where such violation or default would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise; and the execution, delivery and performance of this Agreement, the execution and filing of the Articles Supplementary of the Company relating to the Preferred Shares (the "Articles Supplementary"), and the issuance and delivery of the Preferred Shares and the consummation of the transactions contemplated herein have been duly authorized by all necessary action and will not conflict with or constitute a material breach of, or material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any material property or assets of the Company or any of its Subsidiaries pursuant to, any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, nor will any such action result in any violation of the provisions of the Articles of Incorporation of the Company, as amended and supplemented by the Articles Supplementary, by-laws or other organizational documents of the Company or any of its Subsidiaries or any law, administrative regulation or administrative or court decree applicable to the Company.

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- (f) The Company is organized in conformity with the requirements for qualification and, as of the date hereof and as of each Closing, operates in a manner that qualifies it as a "real estate investment trust" under the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder and will be so qualified after giving effect to the sale of the Preferred Shares.
- (g) The Company is not required to be registered under the Investment Company Act of 1940, as amended.
- (h) No legal or governmental proceedings are pending to which the Company or any of its Subsidiaries is a party or to which the property of the Company or any of its Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and no such proceedings have been threatened against the Company or any of its Subsidiaries or with respect to any of their respective properties that are required to be described in the Registration Statement or the Prospectus and are not described therein.
- (i) No authorization, approval or consent of any court or United States federal or state governmental authority or agency is necessary in connection with the sale of the Preferred Shares as contemplated hereunder, except such as may be required under the Act or the Regulations or state securities laws or real estate syndication laws.

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- (j) The Company and its Subsidiaries possess such certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now conducted by them, except where the failure to possess such certificates, authority or permits would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise. Neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would materially and adversely affect the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise, nor, to the knowledge of the Company, are any such proceedings threatened or contemplated.
- (k) The Company has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as may be limited by (i) the effect of bankruptcy,

insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors or (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law and the discretion of the court before which any proceeding therefor may be brought (collectively, the "Enforceability Exceptions").

- (l) The Articles Supplementary, and the filing of the Articles Supplementary with the State Department of Assessments and Taxation of Maryland on behalf of the Company, have each been duly authorized by the Company, the Articles Supplementary will be filed with the State Department of Assessments and Taxation of Maryland on behalf of the Company prior to the time that any Preferred Shares will be delivered pursuant to the Purchase Agreements and when so filed will constitute a valid and legally binding supplement to the Articles of Incorporation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions.
- (m) As of the dates set forth therein or incorporated by reference, the Company had good and marketable title to all of the properties and assets reflected in the audited financial statements contained in the Prospectus, subject to no lien, mortgage, pledge or encumbrance of any kind except (i) those reflected in such financial statements, (ii) as are otherwise described in the Prospectus, (iii) as do not materially adversely affect the value of such property or interests or interfere with the use made or proposed to be made of such property or interests by the Company and each of its Subsidiaries or (iv) which constitute customary provisions of mortgage loans secured by the Company's properties creating obligations of the Company with respect to proceeds of the properties, environmental liabilities and other customary protections for the mortgagees.

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- (n) Any certificate signed by any officer of the Company and delivered to the Placement Advisor or to counsel for the Placement Advisor shall be deemed a representation and warranty by the Company to the Placement Advisor as to the matters covered thereby.
- (o) Neither the issuance, sale and delivery of the Preferred Shares nor the application of the proceeds thereof by the Company as described in the Prospectus will cause the Company to violate or be in violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.
- (p) The statements set forth in the Basic Prospectus under the caption "Description of Preferred Stock" and the statements set forth in the Prospectus Supplement under the caption "Description of Our Capital Stock--Series F Preferred Stock," in each case, in so far as such statements purport to summarize provisions of laws or documents referred to therein, are correct in all material respects and fairly present the information required to be presented therein.
- (q) There is no contract, agreement, indenture or other document to which the Company or of its Subsidiary is a party required to be filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2002 or any subsequent Exchange Act filings prior to the date hereof that has not been so filed as required.

5. The Placement Advisor represents and warrants to the Company that (i) it is duly registered and in good standing as a broker-dealer under the Exchange Act and licensed or otherwise qualified to do business as a broker-dealer with the National Association of Securities Dealers, Inc. and in all states in which it will offer any Preferred Shares pursuant to this Agreement, (ii) assuming the Prospectus complies with all relevant provisions of the Act in connection with the offer and sale of the Preferred Shares, the Placement Advisor will conduct all offers and sales of the Preferred Shares in compliance with the relevant provisions of the Act and the Regulations and various state securities laws and regulations, (iii) the Placement Advisor will only act as advisor in those jurisdictions in which it is authorized to do so and (iv) the Placement Advisor will not distribute to any Purchaser, Investment Advisor or Broker-Dealer any written material relating to the offering contemplated hereby other than the Registration Statement, the Prospectus or the preliminary prospectus dated February 17, 2004.

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6. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and, if to the Placement Advisor, shall be sufficient in all respects if delivered or sent by facsimile to 212-446-9181 or by certified mail to Cohen & Steers Capital Advisors, LLC, 757 Third Avenue, New York, New York 10017, Attention: Bradley Razook, and, if to the Company, shall

be sufficient in all respects if delivered or sent to the Company by facsimile to 805-981-8663 or by certified mail to the Company at 22917 Pacific Coast Highway, Suite 350, Malibu, CA 90265, Attention: Chief Financial Officer.

7. This Agreement shall be governed by the laws of the State of New York governing contracts made and to be performed in such State without giving effect to principles of conflicts of law.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be the same Agreement. Executed counterparts may be delivered by facsimile.

9. When used herein, the phrase "to the knowledge of" the Company or "known to" the Company or any similar phrase means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Chief Operating Officer of the Company and includes the knowledge that such officers would have obtained of the matter represented after reasonable due and diligent inquiry of those employees of the Company whom such officers reasonably believe would have actual knowledge of the matters represented.

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If the foregoing is in accord with your understanding of our agreement, please sign in the space provided below and return a signed copy of this letter to the Company.

Sincerely,

LTC PROPERTIES, INC.

By: _____
Name:
Title:

Accepted by:

COHEN & STEERS CAPITAL ADVISORS, LLC

By: _____
Name:
Title:

EXHIBIT 12.1

LTC PROPERTIES, INC.

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
AND RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED DIVIDENDS
(Dollars in Thousands)
(Unaudited)

<TABLE>
<CAPTION>

	Year Ended					Nine Months Ended
	1998	1999	2000	2001	2002	9/30/2003
Earnings						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Income before minority interests and other	\$46,458	\$29,504	\$29,284	\$5,246	\$19,447	\$16,904
Add: Fixed charges (interest expense, amortization of debt issue costs and minority interest expense)	23,682	22,813	28,165	22,718	22,941	15,899
Amortization of capitalized interest	-	-	-	-	-	-
Distributed income of equity investees	-	-	-	-	-	-
Share of pre-tax losses of equity investees	-	-	-	-	-	-
Less:						
Capitalized interest	-	-	-	-	-	-
Minority interest expense on consolidated subsidiaries	(1,415)	(1,018)	(982)	(973)	(1,308)	(968)
Minority interest in pre-tax income that have not incurred fixed charges (equity method investees)	-	-	-	-	-	-
Total Earnings	68,725	51,299	56,467	26,991	41,080	31,835
Fixed Charges						
Interest expense (includes amortization of debt issue costs)	22,267	21,795	27,183	21,745	21,633	14,931
Estimated interest in rental expense	-	-	-	-	-	-
Minority interest expense on consolidated subsidiaries	1,415	1,018	982	973	1,308	968
Total Fixed Charges	23,682	22,813	28,165	22,718	22,941	15,899
Preferred Dividends	\$12,896	\$15,087	\$15,087	\$15,077	\$15,042	\$11,441
Ratio of earnings to fixed charges	2.90	2.25	2.00	1.19	1.79	2.00
Ratio of earnings to fixed charges and preferred dividends	1.88	1.35	1.31	0.71	1.08	1.16

</TABLE>

EXHIBIT 23.3

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" in Post-Effective Amendment No. 1 to the Registration Statement (Form S-3 No. 333-106555) and related Prospectus Supplement of LTC Properties, Inc. for the registration of 4,000,000 shares of Series F Cumulative Preferred Stock and to the incorporation by reference therein of our report dated January 24, 2003, with respect to the consolidated financial statements and schedules of LTC Properties, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2002, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Los Angeles, California
February 16, 2004

LTC Announces Pricing of \$100 Million of
8% Series F Preferred Stock

MALIBU, Calif.--(BUSINESS WIRE)--Feb. 19, 2004--LTC Properties, Inc. (NYSE:LTC) announced today that it has priced an offering of 4 million shares of 8% Series F cumulative redeemable preferred stock sold to a number of institutional investors and other purchasers pursuant to a registered direct placement. The Series F Preferred Stock will be sold at \$25 per share and the Company expects to issue approximately 3 million shares on February 23, 2004, and approximately 1 million shares on February 27, 2004. Net proceeds to the Company, after fees and expenses, are estimated to be \$98.5 million. The Company has applied to list the Series F Preferred Stock on the New York Stock Exchange under the symbol "LTC PrF." The Series F Preferred Stock may be redeemed at par at the Company's election on or after February 23, 2009. The Company stated that it will use approximately \$96.5 million of the proceeds to redeem all outstanding shares of its 9.5% Series A Preferred Stock and its 9.0% Series B Preferred Stock and the balance will be used for general corporate purposes.

The Series F Preferred Stock will rank *pari passu* with the Company's Series A and Series B Preferred Stock (prior to their redemption), the Series C Cumulative Convertible Preferred Stock and the Series E Cumulative Convertible Preferred Stock. The Series F Preferred Stock has no stated maturity and will not be subject to a sinking fund or mandatory redemption.

Cohen & Steers Capital Advisors, LLC acted as placement advisor in the sale of the securities.

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

This press release includes statements that are not purely historical and are "forward looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements regarding the Company's expectations, beliefs, intentions or strategies regarding the future. All statements other than historical facts contained in this press release are forward looking statements. These forward looking statements involve a number of risks and uncertainties. All forward looking statements included in this press release are based on information available to the Company on the date hereof, and the Company assumes no obligation to update such forward looking statements. Although the Company's management believes that the assumptions and expectations reflected in such forward looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct. The actual results achieved by the Company may differ materially from any forward looking statements due to the risks and uncertainties of such statements.

CONTACT: LTC Properties
Andre C. Dimitriadis, Chairman & CEO
Wendy L. Simpson, Vice Chairman & CFO
805-981-8655