

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2011

[] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-11316

OMEGA HEALTHCARE INVESTORS, INC.

(Exact Name of Registrant as Specified in its Charter)

Maryland (State or Other Jurisdiction of Incorporation or Organization)

38-3041398 (I.R.S. Employer Identification No.)

200 International Circle, Suite 3500 Hunt Valley, MD (Address of Principal Executive Offices)

21030 (Zip Code)

Registrant's telephone number, including area code: 410-427-1700

Securities Registered Pursuant to Section 12(b) of the Act:

Table with 2 columns: Title of Each Class, Name of Exchange on Which Registered. Row 1: Common Stock, \$.10 Par Value; New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [X] No []

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [] No [X]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities and Exchange Act of 1934 during the preceding twelve months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No []

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. []

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [X] No []

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer [X] Accelerated filer [] Non-accelerated filer [] Smaller reporting company []

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [] No [X]

The aggregate market value of the common stock of the registrant held by non-affiliates was \$2,156,134,295. The aggregate market value was computed using the \$21.01 closing price per share for such stock on the New York Stock Exchange on June 30, 2011.

As of February 22, 2012 there were 103,898,612 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Proxy Statement for the registrant's 2012 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2011, is incorporated by reference in Part III herein.

OMEGA HEALTHCARE INVESTORS, INC.
2011 FORM 10-K ANNUAL REPORT

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Item 1 – Business

Overview; Recent Events

Omega Healthcare Investors, Inc. (“Omega” or the “Company”) was incorporated in the State of Maryland on March 31, 1992. We are a self-administered real estate investment trust (“REIT”), investing in income-producing healthcare facilities, principally long-term care facilities located throughout the United States. We provide lease or mortgage financing to qualified operators of skilled nursing facilities (“SNFs”) and, to a lesser extent, assisted living facilities (“ALFs”), independent living facilities and rehabilitation and acute care facilities. We have historically financed investments through borrowings under our revolving credit facilities, private placements or public offerings of debt or equity securities, the assumption of secured indebtedness, or a combination of these methods.

During the fourth quarter of 2011, we completed the following transactions totaling approximately \$334 million in new investments:

- \$86 million of new investments with affiliates of Persimmon Ventures, LLC (“Persimmon”) and White Pine Holdings, LLC (“White Pine”) both of which are new operators to Omega. The investments included (i) the purchase/leaseback of four SNFs located in Maryland (3) and West Virginia (1) for \$61 million including approximately \$1 million to complete renovation at one facility and (ii) mortgages on three SNFs located in Maryland for \$25 million. These seven facilities operate a total of 938 beds. The consideration for the new investments consisted of \$56 million in cash and the assumption of \$30 million in debt guaranteed by the Department of Housing and Urban Development (“HUD”) with a blended interest rate of approximately 4.9%.
- \$128 million of new investments with affiliates of Capital Funding Group, Inc. (“Affiliates of CFG”), a new operator to Omega. The investments included the purchase/leaseback of 17 SNFs located in Arkansas (12), Florida (1), Colorado (1), Wisconsin (1) and Michigan (2). The consideration for the new investments consisted of \$57 million in cash and the assumption of \$71 million HUD debt related to 15 of the facilities with a blended interest rate of approximately 5.7%.
- A \$92.0 million new first mortgage loan with affiliates of Ciena Healthcare Management, Inc. (“Ciena”). The loan is secured by 13 SNFs located in Michigan, which operate a total of 1,421 beds. The term of the mortgage is 10 years, and it bears an initial interest rate of 11% with fixed escalators in years 4 and 7. The mortgage is cross - defaulted with existing investments with affiliates of Ciena.
- A \$28.0 million, five - year amortizing term loan with affiliates of Signature Holding II, LLC (“Signature”) with an interest rate of 10%.

In January 2011, a complaint was filed by the State of Connecticut, Commissioner of Social Services, against the licensees/operators of four of our Connecticut facilities seeking the appointment of a receiver. The facilities were formerly leased and operated by affiliates of FC/SCH Capital, LLC (“FC/SCH”) and managed by Genesis Healthcare, LLC (“Genesis”). The Superior Court, Judicial District of Hartford, Connecticut appointed a receiver. In April 2011, the court approved of the receiver’s request to close the Connecticut facilities. The facilities were closed and returned to us for sale during the fourth quarter of 2011. We recorded an impairment charge of \$24.4 million associated with reducing the carrying value of these facilities and are in the process of selling the facilities for purposes other than the provision of skilled nursing care.

In June 2011, we entered into a master transition agreement (“MTA”) with Genesis and FC/SCH to transition the FC/SCH facilities located in Massachusetts, New Hampshire, Rhode Island, West Virginia and Vermont to Genesis under a new twelve – year master lease between Omega and Genesis. All applicable state healthcare regulatory approvals to the transition of the Massachusetts, New Hampshire, Rhode Island and West Virginia facilities were received in late 2011 and such transition occurred on January 1, 2012. We expect the Vermont facilities to be transitioned upon receipt of the applicable Vermont regulatory approvals.

As of December 31, 2011, our portfolio of investments consisted of 438 healthcare facilities located in 35 states and operated by 51 third-party operators. We use the term “operator” to refer to our tenants and mortgagees and their affiliates who manage and/or operate our properties. This portfolio was made up of:

- 385 SNFs, 10 ALFs and five specialty facilities;
- fixed rate mortgages on 32 long-term healthcare facilities; and
- six facilities and one parcel of land held-for-sale.

As of December 31, 2011, our gross investments in these facilities, net of impairments and before reserve for uncollectible loans, totaled approximately \$2.8 billion. In addition, we held miscellaneous investments of approximately \$53.0 million at December 31, 2011, consisting primarily of secured loans to third-party operators of our facilities.

Our filings with the Securities and Exchange Commission ("SEC"), including our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports are accessible free of charge on our website at www.omegahealthcare.com.

Summary of Financial Information

The following table summarizes our revenues by asset category for 2011, 2010 and 2009. (See "Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations," "Note 3 – Properties" and "Note 5 – Mortgage Notes Receivable").

	Revenues by Asset Category (in thousands)		
	Year Ended December 31,		
	2011	2010	2009
Core assets:			
Lease rental income	\$ 273,517	\$ 232,772	\$ 164,468
Mortgage interest income	16,274	10,391	11,601
Total core asset revenues	289,791	243,163	176,069
Other asset revenue	2,070	3,936	2,502
Miscellaneous income	343	3,886	437
Total revenue before owned and operated assets	292,204	250,985	179,008
Owned and operated asset revenue	—	7,336	18,430
Total revenue	\$ 292,204	\$ 258,321	\$ 197,438

The following table summarizes our real estate assets by asset category as of December 31, 2011 and 2010.

	Assets by Category (in thousands)	
	As of December 31,	
	2011	2010
Core assets:		
Leased assets	\$ 2,537,039	\$ 2,366,856
Mortgaged assets	238,675	108,557
Total core assets	2,775,714	2,475,413
Other assets	52,957	28,735
Total real estate assets before held for sale assets	2,828,671	2,504,148
Held for sale assets	2,461	670
Total real estate assets	\$ 2,831,132	\$ 2,504,818

Description of the Business

Investment Strategy. We maintain a portfolio of long-term healthcare facilities and mortgages on healthcare facilities located throughout the United States. Our investments are generally geographically diverse and operated by a diverse group of established, creditworthy, middle-market healthcare operators that meet our standards for quality and experience of management. Our criteria for evaluating potential investments includes but is not limited to:

- the quality and experience of management and the creditworthiness of the operator of the facility;
- the facility's historical and forecasted cash flow and its ability to meet operational needs, capital expenditure requirements and lease or debt service obligations;
- the construction quality, condition and design of the facility;
- the location of the facility;
- the tax, growth, regulatory and reimbursement environment of the applicable jurisdiction;
- the occupancy rate for the facility and demand for similar healthcare facilities in the same or nearby communities; and
- the payor mix of private, Medicare and Medicaid patients at the facility.

We seek to obtain (i) contractual rent escalations under long-term, non-cancelable, "triple-net" leases and (ii) fixed-rate mortgage loans. We typically obtain substantial liquidity deposits, covenants regarding minimum working capital and net worth, liens on accounts receivable and other operating assets, and various provisions for cross-default, cross-collateralization and corporate/personal guarantees, when appropriate.

We prefer to invest in equity ownership of properties. Due to regulatory, tax or other considerations, we may pursue alternative investment structures. The following summarizes our primary investment structures. The average annualized yields described below reflect existing contractual arrangements. However, due to the nature of the long-term care industry, we cannot assure you that the operators of our facilities will meet their payment obligations in full or when due. Therefore, the annualized yields as of January 1, 2012, set forth below, are not necessarily indicative of future yields, which may be lower.

Purchase/Leaseback. In a purchase/leaseback transaction, we purchase a property from an operator and lease it back to the operator over a term typically ranging from 5 to 15 years, plus renewal options. Our leases generally provide for minimum annual rentals that are subject to annual formula increases based on factors such as increases in the Consumer Price Index ("CPI"). At January 1, 2012, our average annualized yield from leases was approximately 10.6%.

Fixed-Rate Mortgage. Our mortgages typically have a fixed interest rate for the mortgage term and are secured by first mortgage liens on the underlying real estate and personal property of the mortgagor. At January 1, 2012, our average annualized yield on these investments was approximately 11.3%.

The table set forth in "Item 2 – Properties" contains information regarding our properties and investments as of December 31, 2011.

Borrowing Policies. We generally attempt to match the maturity of our indebtedness with the maturity of our investment assets and employ long-term, fixed-rate debt to the extent practicable in view of market conditions in existence from time to time.

We may use the proceeds of new indebtedness to finance our investments in additional healthcare facilities. In addition, we may invest in properties subject to existing loans, secured by mortgages, deeds of trust or similar liens on properties.

Policies With Respect To Certain Activities. With respect to our capital requirements, we typically rely on equity offerings, debt financing and retention of cash flow (subject to provisions in the Internal Revenue Code concerning taxability of undistributed REIT taxable income), or a combination of these methods. Our financing alternatives include bank borrowings, publicly or privately placed debt instruments, purchase money obligations to the sellers of assets or securitizations, any of which may be issued as secured or unsecured indebtedness.

We have the authority to issue our common stock or other equity or debt securities in exchange for property and to repurchase or otherwise reacquire our securities.

Subject to the percentage of ownership limitations and gross income and asset tests necessary for REIT qualification, we may invest in securities of other REITs, other entities engaged in real estate activities or securities of other issuers, including for the purpose of exercising control over such entities.

We may engage in the purchase and sale of investments. We do not underwrite the securities of other issuers.

Our officers and directors may change any of these policies without a vote of our stockholders. In the opinion of our management, our properties are adequately covered by insurance.

Competition. The healthcare industry is highly competitive and will likely become more competitive in the future. We face competition from other REITs, investment companies, private equity and hedge fund investors, healthcare operators, lenders, developers and other institutional investors, some of whom have greater resources and lower costs of capital than us. Our operators compete on a local and regional basis with operators of facilities that provide comparable services. The basis of competition for our operators includes the quality of care provided, reputation, the physical appearance of a facility, price, the range of services offered, family preference, alternatives for healthcare delivery, the supply of competing properties, physicians, staff, referral sources, location and the size and demographics of the population and surrounding areas.

Increased competition makes it more challenging for us to identify and successfully capitalize on opportunities that meet our objectives. Our ability to compete is also impacted by national and local economic trends, availability of investment alternatives, availability and cost of capital, construction and renovation costs, existing laws and regulations, new legislation and population trends. For additional information on the risks associated with our business, please see "Item 1A — Risk Factors" below.

Taxation

The following is a general summary of the material U.S. federal income tax considerations applicable to (i) us, (ii) the holders of our securities and (iii) our election to be taxed as a REIT. It is not tax advice. This summary is not intended to represent a detailed description of the U.S. federal income tax consequences applicable to a particular stockholder in view of any person's particular circumstances, nor is it intended to represent a detailed description of the U.S. federal income tax consequences applicable to stockholders subject to special treatment under the federal income tax laws such as insurance companies, tax-exempt organizations, financial institutions, securities broker-dealers, investors in pass-through entities, expatriates and taxpayers subject to alternative minimum taxation.

The following discussion, to the extent it constitutes matters of law or legal conclusions (assuming the facts, representations and assumptions upon which the discussion is based are accurate), accurately represents some of the material U.S. federal income tax considerations relevant to ownership of our securities. The sections of the Internal Revenue Code (the "Code") relating to the qualification and operation as a REIT are highly technical and complex. The following discussion sets forth certain material aspects of the Code sections that govern the U.S. federal income tax treatment of a REIT and its stockholders. The following sets forth certain material aspects of those sections. The information in this section is based on, and is qualified in its entirety by the Code; current, temporary and proposed Treasury regulations promulgated under the Code; the legislative history of the Code; current administrative interpretations and practices of the Internal Revenue Service ("IRS"); and court decisions, in each case, as of the date of this report. In addition, the administrative interpretations and practices of the IRS include its practices and policies as expressed in private letter rulings, which are not binding on the IRS, except with respect to the particular taxpayers who requested and received those rulings.

General. We have elected to be taxed as a REIT, under Sections 856 through 860 of the Code, beginning with our taxable year ended December 31, 1992. We believe that we were organized and have operated in such a manner as to qualify for taxation as a REIT. We intend to continue to operate in a manner that will allow us to maintain our qualification as a REIT, but no assurance can be given that we have operated or will be able to continue to operate in a manner so as to qualify or remain qualified as a REIT.

If we qualify for taxation as a REIT, we generally will not be subject to federal corporate income taxes on our net income that is currently distributed to stockholders. However, we will be subject to certain federal income taxes as follows: First, we will be taxed at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains; provided, however, that if we have a net capital gain, we will be taxed at regular corporate rates on our undistributed REIT taxable income, computed without regard to net capital gain and the deduction for capital gains dividends, plus a 35% tax on undistributed net capital gain, if our tax as thus computed is less than the tax computed in the regular manner. Second, under certain circumstances, we may be subject to the "alternative minimum tax" on our items of tax preference that we do not distribute or allocate to our stockholders. Third, if we have (i) net income from the sale or other disposition of "foreclosure property," which is held primarily for sale to customers in the ordinary course of business, or (ii) other nonqualifying income from foreclosure property, we will be subject to tax at the highest regular corporate rate on such income. Fourth, if we have net income from prohibited transactions (which are, in general, certain sales or other dispositions of property (other than foreclosure property) held primarily for sale to customers in the ordinary course of business by us, i.e., when we are acting as a dealer), such income will be subject to a 100% tax. Fifth, if we should fail to satisfy the 75% gross income test or the 95% gross income test (as discussed below), but nonetheless have maintained our qualification as a REIT because certain other requirements have been met, we will be subject to a 100% tax on an amount equal to (a) the gross income attributable to the greater of the amount by which we fail the 75% or 95% test, multiplied by (b) a fraction intended to reflect our profitability. Sixth, if we should fail to distribute by the end of each year at least the sum of (i) 85% of our REIT ordinary income for such year, (ii) 95% of our REIT capital gain net income for such year, and (iii) any undistributed taxable income from prior periods, we will be subject to a 4% excise tax on the excess of such required distribution over the amounts actually distributed. Seventh, we will be subject to a 100% excise tax on transactions with a taxable REIT subsidiary ("TRS") that are not conducted on an arm's-length basis. Eighth, if we acquire any asset that is defined as a "built-in gain asset" from a C corporation that is not a REIT (i.e., generally a corporation subject to full corporate-level tax) in a transaction in which the basis of the built-in gain asset in our hands is determined by reference to the basis of the asset (or any other property) in the hands of the C corporation, and we recognize gain on the disposition of such asset during the 10-year period beginning on the date on which such asset was acquired by us (such period, the "recognition period"), then, to the extent of the built-in gain (i.e., the excess of (a) the fair market value of such asset on the date such asset was acquired by us over (b) our adjusted basis in such asset on such date), our recognized gain will be subject to tax at the highest regular corporate rate. The results described above with respect to the recognition of built-in gain assume that we will not make an election pursuant to Treasury Regulations Section 1.337(d)-7(c)(5).

Requirements for Qualification. The Code defines a REIT as a corporation, trust or association: (1) which is managed by one or more trustees or directors; (2) the beneficial ownership of which is evidenced by transferable shares, or by transferable certificates of beneficial interest; (3) which would be taxable as a domestic corporation, but for Sections 856 through 859 of the Code; (4) which is neither a financial institution nor an insurance company as defined in provisions of the Code; (5) the beneficial ownership of which is held by 100 or more persons; (6) during the last half year of each taxable year not more than 50% in value of the outstanding stock of which is owned, actually or constructively, by five or fewer individuals (as defined in the Code to include certain entities); and (7) which meets certain other tests, described below, regarding the nature of its income and assets and the amount of its annual distributions to stockholders. The Code provides that conditions (1) to (4) inclusive, must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of twelve months, or during a proportionate part of a taxable year of less than twelve months. For purposes of conditions (5) and (6), pension funds and certain other tax-exempt entities are treated as individuals, subject to a "look-through" exception in the case of condition (6).

Income Tests. To maintain our qualification as a REIT, we annually must satisfy two gross income requirements. First, at least 75% of our gross income (excluding gross income from prohibited transactions) for each taxable year must be derived directly or indirectly from investments relating to real property or mortgages on real property (including generally "rents from real property," interest on mortgages on real property, and gains on sale of real property and real property mortgages, other than property described in Section 1221(a)(1) of the Code) and income derived from certain types of temporary investments. Second, at least 95% of our gross income (excluding gross income from prohibited transactions) for each taxable year must be derived from such real property investments, dividends, interest and gain from the sale or disposition of stock or securities other than property held for sale to customers in the ordinary course of business.

Rents received by us will qualify as "rents from real property" in satisfying the gross income requirements for a REIT described above only if several conditions are met. First, the amount of the rent must not be based in whole or in part on the income or profits of any person. However, any amount received or accrued generally will not be excluded from the term "rents from real property" solely by reason of being based on a fixed percentage or percentages of receipts or sales. Second, the Code provides that rents received from a tenant (other than rent from a tenant that is a TRS that meets the requirements described below) will not qualify as "rents from real property" in satisfying the gross income tests if we, or an owner (actually or constructively) of 10% or more of the value of our stock, actually or constructively owns 10% or more of such tenant, which is defined as a related party tenant. Third, if rent attributable to personal property, leased in connection with a lease of real property, is greater than 15% of the total rent received under the lease, then the portion of rent attributable to such personal property will not qualify as "rents from real property." Finally, for rents received to qualify as "rents from real property," we generally must not operate or manage the property or furnish or render services to the tenants of such property, other than through an independent contractor from which we derive no revenue. We may, however, directly perform certain services that are "usually or customarily rendered" in connection with the rental of space for occupancy only and are not otherwise considered "rendered to the occupant" of the property. In addition, we may directly provide a minimal amount of "non-customary" services to the tenants of a property as long as our income from the services does not exceed 1% of our income from the related property. Furthermore, we may own up to 100% of the stock of a TRS, which may provide customary and non-customary services to our tenants without tainting our rental income from the related properties. For our tax years beginning after 2004, rents for customary services performed by a TRS or that are received from a TRS and are described in Code Section 512(b)(3) no longer need to meet the 100% excise tax safe harbor. Instead, such payments avoid the excise tax if we pay the TRS at least 150% of its direct cost of furnishing such services. Beginning in 2009, we were allowed to include as qualified rents from real property rental income that is paid to us by a TRS with respect to a lease of a health care facility to the TRS provided that the facility is operated and managed by an "eligible independent contractor," although none of our facilities were leased to any of our TRSs.

The term "interest" generally does not include any amount received or accrued (directly or indirectly) if the determination of such amount depends in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term "interest" solely by reason of being based on (i) a fixed percentage or (ii) percentages of gross receipts or sales. In addition, an amount that is based on the income or profits of a debtor will be qualifying interest income as long as the debtor derives substantially all of its income from the real property securing the debt from leasing substantially all of its interest in the property, but only to the extent that the amounts received by the debtor would be qualifying "rents from real property" if received directly by a REIT.

If a loan contains a provision that entitles us to a percentage of the borrower's gain upon the sale of the real property securing the loan or a percentage of the appreciation in the property's value as of a specific date, income attributable to that loan provision will be treated as gain from the sale of the property securing the loan, which generally is qualifying income for purposes of both gross income tests.

Interest on debt secured by mortgages on real property or on interests in real property generally is qualifying income for purposes of the 75% gross income test. However, if the highest principal amount of a loan outstanding during a taxable year exceeds the fair market value of the real property securing the loan as of the date we agreed to originate or acquire the loan, a portion of the interest income from such loan will not be qualifying income for purposes of the 75% gross income test, but will be qualifying income for purposes of the 95% gross income test. The portion of the interest income that will not be qualifying income for purposes of the 75% gross income test will be equal to the portion of the principal amount of the loan that is not secured by real property. The extreme duress being experienced by the real estate market has required a number of lenders and borrowers to modify the terms of their mortgage loans. A modification of a mortgage loan, if it is deemed substantial for income tax purposes, could be considered to be the deemed issuance of a new mortgage loan that is subject to re-testing under these rules, with the possible re-characterization of the mortgage interest on such loan as non-qualifying income for purposes of the 75% gross income test (but not the 95% gross income test, which is discussed below), as well as non-qualifying assets under the asset test (discussed below) and the deemed exchange of the modified loan for the new loan could result in imposition of the 100% prohibited transaction tax (also discussed below). The IRS recently issued guidance providing relief in the case of certain existing mortgage loans held by a REIT that are modified in response to these market conditions such that (i) the modified mortgage loan need not be re-tested for purposes of determining whether the income from the mortgage loan continues to be qualified income for purposes of the 75% gross income test or whether the mortgage loan retains its character as a qualified REIT asset for purposes of the asset test (discussed below), and (ii) the modification of the loan will not be treated as a prohibited transaction. At present, we do not hold any mortgage loans that have been modified, which would require us to take advantage of these rules for special relief.

Prohibited Transactions. We will incur a 100% tax on the net income derived from any sale or other disposition of property, other than foreclosure property, that we hold primarily for sale to customers in the ordinary course of a trade or business. We believe that none of our assets is primarily held for sale to customers and that a sale of any of our assets would not be in the ordinary course of our business. Whether a REIT holds an asset primarily for sale to customers in the ordinary course of a trade or business depends, however, on the facts and circumstances in effect from time to time, including those related to a particular asset. Nevertheless, we will attempt to comply with the terms of safe-harbor provisions in the federal income tax laws prescribing when an asset sale will not be characterized as a prohibited transaction. The Code also provides a number of alternative exceptions from the 100% tax on "prohibited transactions" if certain requirements have been satisfied with respect to property disposed of by a REIT. These requirements relate primarily to the number and/or amount of properties disposed of by a REIT, the period of time the property has been held by the REIT, and/or aggregate expenditures made by the REIT with respect to the property being disposed of. The conditions needed to meet these requirements have been lowered for taxable years beginning in 2009 and thereafter. However, we cannot assure you that we will be able to comply with the safe-harbor provisions or that we would be able to avoid the 100% tax on prohibited transactions if we were to dispose of an owned property that otherwise may be characterized as property that we hold primarily for sale to customers in the ordinary course of a trade or business.

Foreclosure Property. We will be subject to tax at the maximum corporate rate on any income from foreclosure property, other than income that otherwise would be qualifying income for purposes of the 75% gross income test, less expenses directly connected with the production of that income. However, gross income from foreclosure property is treated as qualifying for purposes of the 75% and 95% gross income tests. Foreclosure property is any real property, including interests in real property, and any personal property incident to such real property:

- that is acquired by a REIT as the result of (i) the REIT having bid on such property at foreclosure, or having otherwise reduced such property to ownership or possession by agreement or process of law, after there was a default, or (ii) default was imminent on a lease of such property or on indebtedness that such property secured;
- for which the related loan or lease was acquired by the REIT at a time when the default was not imminent or anticipated; and
- for which the REIT makes a proper election to treat the property as foreclosure property.

Such property generally ceases to be foreclosure property at the end of the third taxable year following the taxable year in which the REIT acquired the property, or longer (for a total of up to six years) if an extension is granted by the Secretary of the Treasury. In the case of a "qualified health care property" acquired solely as a result of termination of a lease, but not in connection with default or an imminent default on the lease, the initial grace period terminates on the second (rather than third) taxable year following the year in which the REIT acquired the property (unless the REIT establishes the need for and the Secretary of the Treasury grants one or more extensions, not exceeding six years in total, including the original two-year period, to provide for the orderly leasing or liquidation of the REIT's interest in the qualified health care property). This grace period terminates and foreclosure property ceases to be foreclosure property on the first day:

- on which a lease is entered into for the property that, by its terms, will give rise to income that does not qualify for purposes of the 75% gross income test, or any amount is received or accrued, directly or indirectly, pursuant to a lease entered into on or after such day that will give rise to income that does not qualify for purposes of the 75% gross income test;
- on which any construction takes place on the property, other than completion of a building or any other improvement, where more than 10% of the construction was completed before default became imminent; or
- which is more than 90 days after the day on which the REIT acquired the property and the property is used in a trade or business that is conducted by the REIT, other than through an independent contractor from whom the REIT itself does not derive or receive any income.

In July 2008, we assumed operating responsibilities for the 15 properties due to the bankruptcy of Haven Eldercare, LLC ("Haven facilities"), one of our operators/tenants, as described in " *Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations – Portfolio and Other Developments.*" In September 2008, we entered into an agreement to lease these facilities to a new operator/tenant. Effective September 1, 2008, the new operator/tenant assumed operating responsibility for 13 of the 15 facilities and, as of December 31, 2009, we held only two properties for which we retained operating responsibility. During 2010, the state regulatory process was completed and the requirements necessary to transfer the final two properties to the new operator/tenant were met. As a result, as of December 31, 2010, we no longer had any operating responsibility with respect to properties that we previously foreclosed upon. As we have previously disclosed, we made an election on our 2008 federal income tax return to treat the Haven facilities as foreclosure properties and, under the REIT foreclosure rules, generally we had to dispose of these properties prior to the close of our 2011 tax year, which condition has been met. Accordingly, all of the income from operating the Haven facilities was qualifying income for the 75% and 95% gross income tests, but we were subject to corporate income tax at the highest rate on the net income, if any, generated from operating the Haven facilities.

The definition of foreclosure property includes any "qualified health care property," as defined in Code Section 856(e)(6) acquired by us as the result of the termination or expiration of a lease of such property. We have from time to time operated qualified healthcare facilities acquired in this manner for up to two years (or longer if an extension was granted). However, we do not currently own any property with respect to which we have made foreclosure property elections other than the Haven facilities discussed in the prior paragraph. Properties that we had taken back in a foreclosure or bankruptcy and operated for our own account were treated as foreclosure properties for income tax purposes, pursuant to Code Section 856(e). Gross income from foreclosure properties was classified as "good income" for purposes of the annual REIT income tests upon making the election on the tax return. Once made, the income was classified as "good" for a period of three years, or until the properties were no longer operated for our own account. In all cases of foreclosure property, we utilized an independent contractor to conduct day-to-day operations to maintain REIT status. In certain cases, we operated these facilities through a taxable REIT subsidiary. For those properties operated through the taxable REIT subsidiary, we utilized an eligible independent contractor to conduct day-to-day operations to maintain REIT status. As a result of the foregoing, we do not believe that our participation in the operation of nursing homes increased the risk that we would fail to qualify as a REIT. Through our 2011 taxable year, we had not paid any tax on our foreclosure property because those properties had been producing losses. We cannot predict whether, in the future, our income from foreclosure property will be significant and whether we could be required to pay a significant amount of tax on that income.

Hedging Transactions. From time to time, we may enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps and floors, options to purchase these items and futures and forward contracts. To the extent that we enter into an interest rate swap or cap contract, option, futures contract, forward rate agreement, or any similar financial instrument to hedge our indebtedness incurred to acquire or carry "real estate assets," any periodic income or gain from the disposition of that contract should be qualifying income for purposes of the 95% gross income test, but not the 75% gross income test. Accordingly, our income and gain from our interest rate swap agreements generally is qualifying income for purposes of the 95% gross income test, but not the 75% gross income test. To the extent that we hedge with other types of financial instruments, or in other situations, it is not entirely clear how the income from those transactions will be treated for purposes of the gross income tests. We have structured and intend to continue to structure any hedging transactions in a manner that does not jeopardize our status as a REIT. For tax years beginning after 2004, we were no longer required to include income from hedging transactions in gross income (i.e., not included in either the numerator or the denominator) for purposes of the 95% gross income test and we are no longer required to include in gross income (i.e., not included in either the numerator or the denominator) for purposes of the 75% gross income test any gross income from any hedging transaction entered into after July 30, 2008. We did not engage in hedge transactions in 2009, 2010 or 2011.

TRS Income. A TRS may earn income that would not be qualifying income if earned directly by the parent REIT. Both the subsidiary and the REIT must jointly elect to treat the subsidiary as a TRS. A corporation of which a TRS directly or indirectly owns more than 35% of the voting power or value of the stock will automatically be treated as a TRS. Overall, no more than 25% of the value of a REIT's assets may consist of securities of one or more TRSs. Prior to 2009, a TRS was not permitted to directly or indirectly (i) operate or manage a health care (or lodging) facility, or (ii) provide to any other person (under a franchise, license, or otherwise) rights to any brand name under which a health care (or lodging) facility is operated. Beginning in 2009, TRSs became permitted to own or lease a health care facility provided that the facility is operated and managed by an "eligible independent contractor." A TRS will pay income tax at regular corporate rates on any income that it earns. In addition, the new rules limit the deductibility of interest paid or accrued by a TRS to its parent REIT to assure that the TRS is subject to an appropriate level of corporate taxation. The rules also impose a 100% excise tax on transactions between a TRS and its parent REIT or the REIT's operators that are not conducted on an arm's-length basis. As stated above, we do not lease any of our facilities to any of our TRSs.

Failure to Satisfy Income Tests. If we fail to satisfy one or both of the 75% or 95% gross income tests for any taxable year, we may nevertheless qualify as a REIT for such year if we are entitled to relief under certain provisions of the Code. These relief provisions will be generally available if our failure to meet such tests was due to reasonable cause and not due to willful neglect, we attach a schedule of the sources of our income to our tax return, and any incorrect information on the schedule was not due to fraud with intent to evade tax. It is not possible, however, to state whether in all circumstances we would be entitled to the benefit of these relief provisions. Even if these relief provisions apply, we would incur a 100% tax on the gross income attributable to the greater of the amounts by which we fail the 75% and 95% gross income tests, multiplied by a fraction intended to reflect our profitability and we would file a schedule with descriptions of each item of gross income that caused the failure.

Asset Tests. At the close of each quarter of our taxable year, we must also satisfy the following tests relating to the nature of our assets. First, at least 75% of the value of our total assets must be represented by real estate assets (including (i) our allocable share of real estate assets held by partnerships in which we own an interest and (ii) stock or debt instruments held for less than one year purchased with the proceeds of a stock offering or long-term (at least five years) debt offering of our company), cash, cash items and government securities. Second, of our investments not included in the 75% asset class, the value of our interest in any one issuer's securities may not exceed 5% of the value of our total assets. Third, we may not own more than 10% of the voting power or value of any one issuer's outstanding securities. Fourth, no more than 25% of the value of our total assets may consist of the securities of one or more TRSs. Fifth, no more than 25% of the value of our total assets may consist of the securities of TRSs and other non-TRS taxable subsidiaries and other assets that are not qualifying assets for purposes of the 75% asset test.

For purposes of the second and third asset tests described below the term "securities" does not include our equity or debt securities of a qualified REIT subsidiary, a TRS, or an equity interest in any partnership, since we are deemed to own our proportionate share of each asset of any partnership of which we are a partner. Furthermore, for purposes of determining whether we own more than 10% of the value of only one issuer's outstanding securities, the term "securities" does not include: (i) any loan to an individual or an estate; (ii) any Code Section 467 rental agreement; (iii) any obligation to pay rents from real property; (iv) certain government issued securities; (v) any security issued by another REIT; and (vi) our debt securities in any partnership, not otherwise excepted under (i) through (v) above, (A) to the extent of our interest as a partner in the partnership or (B) if 75% of the partnership's gross income is derived from sources described in the 75% income test set forth above.

We may own up to 100% of the stock of one or more TRSs. However, overall, no more than 25% of the value of our assets may consist of securities of one or more TRSs, and no more than 25% of the value of our assets may consist of the securities of TRSs and other non-TRS taxable subsidiaries (including stock in non-REIT C corporations) and other assets that are not qualifying assets for purposes of the 75% asset test. If the outstanding principal balance of a mortgage loan exceeds the fair market value of the real property securing the loan, a portion of such loan likely will not be a qualifying real estate asset for purposes of the 75% test. The nonqualifying portion of that mortgage loan will be equal to the portion of the loan amount that exceeds the value of the associated real property. As discussed under the 75% gross income test (see above), the IRS recently provided relief from re-testing certain mortgage loans held by a REIT that have been modified as a result of the current distressed market conditions with respect to real property. At present, we do not hold any mortgage loans that have been modified, which would require us to take advantage of these rules for special relief.

After initially meeting the asset tests at the close of any quarter, we will not lose our status as a REIT for failure to satisfy any of the asset tests at the end of a later quarter solely by reason of changes in asset values. If the failure to satisfy the asset tests results from an acquisition of securities or other property during a quarter, the failure can be cured by disposition of sufficient nonqualifying assets within 30 days after the close of that quarter.

Subject to certain de minimis exceptions, we may avoid REIT disqualification in the event of certain failures under the asset tests, provided that (i) we file a schedule with a description of each asset that caused the failure, (ii) the failure was due to reasonable cause and not willful neglect, (iii) we dispose of the assets within 6 months after the last day of the quarter in which the identification of the failure occurred (or the requirements of the rules are otherwise met within such period) and (iv) we pay a tax on the failure equal to the greater of (A) \$50,000 per failure and (B) the product of the net income generated by the assets that caused the failure for the period beginning on the date of the failure and ending on the date we dispose of the asset (or otherwise satisfy the requirements) multiplied by the highest applicable corporate tax rate.

Annual Distribution Requirements. To qualify as a REIT, we are required to distribute dividends (other than capital gain dividends) to our stockholders in an amount at least equal to (A) the sum of (i) 90% of our "REIT taxable income" (computed without regard to the dividends paid deduction and our net capital gain) and (ii) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of noncash income. Such distributions must be paid in the taxable year to which they relate, or in the following taxable year if declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after such declaration. In addition, such distributions are required to be made pro rata, with no preference to any share of stock as compared with other shares of the same class, and with no preference to one class of stock as compared with another class except to the extent that such class is entitled to such a preference. To the extent that we do not distribute all of our net capital gain, or distribute at least 90%, but less than 100% of our "REIT taxable income," as adjusted, we will be subject to tax thereon at regular ordinary and capital gain corporate tax rates.

Furthermore, if we fail to distribute during a calendar year, or by the end of January following the calendar year in the case of distributions with declaration and record dates falling in the last three months of the calendar year, at least the sum of:

- 85% of our REIT ordinary income for such year;
- 95% of our REIT capital gain income for such year; and
- any undistributed taxable income from prior periods.

We will incur a 4% nondeductible excise tax on the excess of such required distribution over the amounts we actually distribute. We may elect to retain and pay income tax on the net long-term capital gain we receive in a taxable year. If we so elect, we will be treated as having distributed any such retained amount for purposes of the 4% excise tax described above. We have made, and we intend to continue to make, timely distributions sufficient to satisfy the annual distribution requirements. We may also be entitled to pay and deduct deficiency dividends in later years as a relief measure to correct errors in determining our taxable income. Although we may be able to avoid income tax on amounts distributed as deficiency dividends, we will be required to pay interest to the IRS based upon the amount of any deduction we take for deficiency dividends.

The availability to us of, among other things, depreciation deductions with respect to our owned facilities depends upon the treatment by us as the owner of such facilities for federal income tax purposes, and the classification of the leases with respect to such facilities as "true leases" rather than financing arrangements for federal income tax purposes. The questions of whether (1) we are the owner of such facilities and (ii) the leases are true leases for federal tax purposes, are essentially factual matters. We believe that we will be treated as the owner of each of the facilities that we lease, and such leases will be treated as true leases for federal income tax purposes. However, no assurances can be given that the IRS will not successfully challenge our status as the owner of our facilities subject to leases, and the status of such leases as true leases, asserting that the purchase of the facilities by us and the leasing of such facilities merely constitute steps in secured financing transactions in which the lessees are owners of the facilities and we are merely a secured creditor. In such event, we would not be entitled to claim depreciation deductions with respect to any of the affected facilities. As a result, we might fail to meet the 90% distribution requirement or, if such requirement is met, we might be subject to corporate income tax or the 4% excise tax.

Reasonable Cause Savings Clause. We may avoid disqualification in the event of a failure to meet certain requirements for REIT qualification if the failures are due to reasonable cause and not willful neglect, and if the REIT pays a penalty of \$50,000 for each such failure. This reasonable cause safe harbor is not available for failures to meet the 95% and 75% gross income tests, the rules with respect to ownership of securities of more than 10% of a single issuer and the new rules provided for failures of the asset tests.

Failure to Qualify. If we fail to qualify as a REIT in any taxable year, and the reasonable cause relief provisions do not apply, we will be subject to tax (including any applicable alternative minimum tax) on our taxable income at regular corporate rates. Distributions to stockholders in any year in which we fail to qualify will not be deductible, and our failure to qualify as a REIT would reduce the cash available for distribution by us to our stockholders. In addition, if we fail to qualify as a REIT, all distributions to stockholders will be taxable as ordinary income, to the extent of current and accumulated earnings and profits, and, subject to certain limitations of the Code, corporate distributees may be eligible for the dividends received deduction. Unless entitled to relief under specific statutory provisions, we would also be disqualified from taxation as a REIT for the four taxable years following the year during which qualification was lost. It is not possible to state whether in all circumstances we would be entitled to such statutory relief. Failure to qualify could result in our incurring indebtedness or liquidating investments to pay the resulting taxes.

Other Tax Matters. We own and operate a number of properties through qualified REIT subsidiaries ("QRSs"). The QRSs are treated as qualified REIT subsidiaries under the Code. Code Section 856(i) provides that a corporation that is a qualified REIT subsidiary shall not be treated as a separate corporation, and all assets, liabilities and items of income, deduction and credit of a qualified REIT subsidiary shall be treated as assets, liabilities and such items (as the case may be) of the REIT. Thus, in applying the tests for REIT qualification described above, the QRSs will be ignored, and all assets, liabilities and items of income, deduction, and credit of such QRSs will be treated as our assets, liabilities and items of income, deduction, and credit.

In the case of a REIT that is a partner in a partnership, such REIT is treated as owning its proportionate share of the assets of the partnership and as earning its allocable share of the gross income of the partnership for purposes of the applicable REIT qualification tests. Thus, our proportionate share of the assets, liabilities, and items of income of any partnership, joint venture, or limited liability company that is treated as a partnership for federal income tax purposes in which we own an interest, directly.

Government Regulation and Reimbursement

The following is a description of certain of the laws and regulations and reimbursement policies and programs affecting our business and the businesses conducted by our operators. The following description should be read in conjunction with the risk factors described under "Item 1A – Risk Factors."

Healthcare Reform. The Patient Protection and Affordable Care Act and accompanying Healthcare and Education Affordability and Reconciliation Act of 2010 (the "Healthcare Reform Law") were signed into law in March 2010. This legislation represents the most comprehensive change to healthcare benefits since the inception of the Medicare program in 1965 and will affect reimbursement for governmental programs, private insurance and employee welfare benefit plans in various ways. Some changes under the Healthcare Reform Law have already occurred, such as changes to pre-existing condition requirements and coverage of dependents. Other changes, including taxes on so-called "Cadillac" health plans, will be implemented over time. There has already been significant rule making and regulation promulgation under the Healthcare Reform Law, and we expect significant additional rules and regulations.

The attorneys general for several states, as well as other individuals and organizations, have challenged the constitutionality of certain provisions of the Healthcare Reform Law, including the requirement that each individual carry health insurance. A number of the lawsuits have been ruled on by federal appeals courts, but those rulings were not consistent. Several parties have appealed to the U.S. Supreme Court. The Supreme Court has agreed to hear these cases in March 2012, but we cannot predict how it will rule. Further, various Congressional leaders have indicated a desire to revisit some or all of the Healthcare Reform Law. While the U.S. Senate voted against repealing the entire Healthcare Reform Law, a number of bills and budget proposals seek to repeal, change or defund certain provisions of the law. For example, the 2011 budget eliminated two programs funded under the Healthcare Reform Law: the Consumer Operated and Oriented Plan (CO-OP) and the Free Choice Voucher programs. Further, a number of states have passed legislation intended to block various requirements of the Healthcare Reform Law. Because of these challenges, we cannot predict whether any or all of the legislation will be implemented as enacted, overturned, repealed or modified.

Given the multitude of factors involved in the Healthcare Reform Law and the substantial requirements for regulation thereunder, we cannot predict the impact of the Healthcare Reform Law on our operators or their ability to meet their obligations to us. The Healthcare Reform Law could result in decreases in payments to our operators or otherwise adversely affect the financial condition of our operators, thereby negatively impacting our financial condition. We cannot predict whether our operators will have the ability to modify certain aspects of their operations to lessen the impact of any increased costs or other adverse effects resulting from changes in governmental programs, private insurance and/or employee welfare benefit plans. The impact of the Healthcare Reform Law on each of our operators will vary depending on payor mix, resident conditions and a variety of other factors. In addition to the provisions relating to reimbursement, other provisions of the Healthcare Reform Law may impact our operators as employers (e.g., requirements related to providing health insurance for employees), which could negatively impact the financial condition of our operators. We anticipate that many of the provisions in the Healthcare Reform Law may be subject to further clarification and modification during the rule making process.

The Healthcare Reform Law requires SNFs to implement, by March 2013, a compliance and ethics program that is effective in preventing and detecting criminal, civil and administrative violations and in promoting quality of care. SNFs will be required to implement a quality assurance and performance improvement program within one year following promulgation of guidance by the Centers for Medicare and Medicaid Services (the "CMS"). SNFs will be required to provide additional information for the CMS Nursing Home Compare website regarding staffing as well as summary information regarding the number of criminal violations by a facility or its employees committed within the facility, and specification of those that were crimes of abuse, neglect, criminal sexual abuse or other violations or crimes resulting in serious bodily injury, and, in addition, the number of civil monetary penalties imposed on the facility, its employees, contractors and other agents, to further the ability of consumers to compare nursing homes.

Reimbursement. A significant portion of our operators' revenue is derived from governmentally-funded reimbursement programs, primarily Medicare and Medicaid. The federal government and many state governments are currently focusing on reducing expenditures under Medicare and Medicaid programs, resulting in significant cost-cutting at both the federal and state levels. These cost-cutting measures, together with the implementation of changes in reimbursement rates under the Healthcare Reform Law, could result in a significant reduction of reimbursement rates to our operators under both the Medicare and Medicaid programs. We currently believe that our operator coverage ratios are adequate and that our operators can absorb moderate reimbursement rate reductions and still meet their obligations to us. However, significant limits on the scopes of services reimbursed and on reimbursement rates could have a material adverse effect on our operators' results of operations and financial condition, which could adversely affect our operators' ability to meet their obligations to us.

In August 2011, the Budget Control Act of 2011 was enacted into law to increase the federal debt ceiling. The law provided for spending cuts of nearly \$1 trillion over the next 10 years, including proposed cuts to Medicare providers. The law further created a Congressional committee that was given a deadline of November 23, 2011 to develop recommendations for further reducing the federal deficit by another \$1.2 trillion over 10 years. The committee was unable to agree on a plan by the November deadline, and as a result, automatic spending cuts, including a likely 2% cut to Medicare providers, will become effective beginning in 2013. Medicaid is exempted from the automatic cuts.

Medicaid. State budgetary concerns coupled with the implementation of rules under the Healthcare Reform Law, may result in significant changes in healthcare spending at the state level.

Many states are currently focusing on the reduction of expenditures under their state Medicaid programs, which may result in a reduction in reimbursement rates for our operators. The need to control Medicaid expenditures may be exacerbated by the potential for increased enrollment in Medicaid due to unemployment and declines in family incomes. In addition, Medicaid enrollment may significantly increase in the near future, as the Healthcare Reform Law allows states to increase the number of people who are eligible for Medicaid beginning in 2010 and simplifies enrollment in this program. Since our operators' profit margins on Medicaid patients are generally relatively low, more than modest reductions in Medicaid reimbursement and an increase in the number of Medicaid patients could adversely affect our operators' results of operations and financial conditions, which in turn could negatively impact us.

Medicare. In 2009, the CMS finalized a revised case-mix classification system, the RUG-IV, and planned implementation for fiscal year 2010. However, the Healthcare Reform Law delayed implementation of RUG-IV to October 1, 2011. The Medicare and Medicaid Extenders Act of 2010 repealed the delay in implementation under the Healthcare Reform Law and provided that RUG-IV would be implemented immediately and applied retroactively to October 1, 2010. According to the CMS, this change in case-mix classification methodology resulted in a significant increase in Medicare expenditures for fiscal year 2011. In response to this increase, on July 29, 2011, the CMS announced the final rule for SNF funding for fiscal year 2012. The final rule includes a recalibration of the case-mix indexes that form the RUG-IV and will result in a reduction of aggregate Medicare reimbursement to SNFs of \$4.47 billion or 12.6%. However, the reduction is partially offset by an update that reflects a 2.7% increase in the prices of a "market basket" of goods and services reduced by a 1.0% multi-factor productivity adjustment mandated by the Healthcare Reform Law. The combination of the recalibration and the update will yield a net reduction of aggregate Medicare reimbursement to SNFs of \$3.87 billion or 11.1%. We believe that the implementation of RUG-IV in 2010 had a positive effect on the cash flow and rent coverage ratios of our operators. This funding cut will reduce operator coverage ratios; however, we currently believe that our operator coverage ratios are adequate and that our operators can absorb the fiscal year 2012 reimbursement rate reductions and still meet their obligations to us.

The Medicare Improvements for Patients and Providers Act of 2008 ("MIPPA") became law on July 15, 2008, and made a variety of changes to Medicare, some of which may affect SNFs. For instance, MIPPA extended the therapy cap exceptions process through December 31, 2009. A number of other laws have further extended the therapy cap exceptions process, with the current expiration set to occur on December 31, 2012. The therapy caps limit the physical therapy, speech-language therapy and occupational therapy services that a Medicare beneficiary can receive during a calendar year. These caps do not apply to therapy services covered under Medicare Part A for SNFs, although the caps apply in most other instances involving patients in SNFs or long-term care facilities who receive therapy services covered under Medicare Part B. Congress implemented a temporary therapy cap exceptions process, which permits medically necessary therapy services to exceed the payment limits. Expiration of the therapy cap exceptions process in the future could have a material adverse effect on our operators' financial condition and operations, which could adversely impact their ability to meet their obligations to us.

The President's proposed budget for federal fiscal year 2013 includes a number of proposals that could have an impact on Medicare rates if they are ultimately implemented as proposed. Among other things, the proposed budget includes a realignment of payments with costs through adjustments to payment rate updates for skilled nursing facilities by 1.1 percentage points beginning in 2014 through 2021. The proposal would reduce bad debt payments to skilled nursing facilities to 25% over 3 years. The proposed budget would also reduce payments by up to 3% for skilled nursing facilities with high rates of care-sensitive, preventable hospital readmissions, beginning in 2016.

Quality of Care Initiatives. The CMS has implemented a number of initiatives focused on the quality of care provided by nursing homes that could affect our operators. For instance, in December 2008, the CMS released quality ratings for all of the nursing homes that participate in Medicare or Medicaid. Facility rankings, ranging from five stars ("much above average") to one star ("much below average") are updated on a monthly basis. The Healthcare Reform Law includes a requirement that the Government Accountability Office conduct a study of this ranking system, the results of which cannot be predicted. It is possible that this or any other ranking system could lead to future reimbursement policies that reward or penalize facilities on the basis of the reported quality of care parameters.

Office of the Inspector General Activities. The Office of Inspector General's ("OIG") Work Plan for fiscal year 2012, which describes projects that the OIG plans to address during the fiscal year, includes a number of projects related to nursing homes. While we cannot predict the results of the OIG's activities, the projects could result in further scrutiny and/or oversight of nursing homes.

Fraud and Abuse. There are various federal and state civil and criminal laws and regulations governing a wide array of healthcare provider referrals, relationships and arrangements, including laws and regulations prohibiting fraud by healthcare providers. Many of these complex laws raise issues that have not been clearly interpreted by the relevant governmental authorities and courts. In addition, federal and state governments are devoting increasing attention and resources to anti-fraud initiatives against healthcare providers.

The federal anti-kickback statute is a criminal statute that prohibits the knowing and willful offer, payment, solicitation or receipt of any remuneration in return for, to induce or to arrange for the referral of individuals for any item or service payable by a federal or state healthcare program. There is also a civil analogue. States also have enacted similar statutes covering Medicaid payments, and some states have broader statutes. Some enforcement efforts have targeted relationships between SNFs and ancillary providers, relationships between SNFs and referral sources for SNFs and relationships between SNFs and facilities for which the SNFs serve as referral sources. The federal self-referral law, commonly known as the "Stark Law," is a civil statute that prohibits certain referrals by physicians to entities providing "designated health services" if these physicians have financial relationships with the entities. Some of the services provided in SNFs are classified as designated health services. There are also criminal provisions that prohibit filing false claims or making false statements to receive payment or certification under Medicare and Medicaid, as well as failing to refund overpayments or improper payments. Violation of the anti-kickback statute or Stark Law may form the basis for a federal False Claims Act violation. In addition, the federal False Claims Act allows a private individual with knowledge of fraud to bring a claim on behalf of the federal government and earn a percentage of the federal government's recovery. Because of these incentives, these so-called "whistleblower" suits have become more frequent. The violation of any of these laws or regulations by an operator may result in the imposition of fines or other penalties, including exclusion from Medicare, Medicaid and all other federal and state healthcare programs.

Privacy. Our operators are subject to various federal, state and local laws and regulations designed to protect the confidentiality and security of patient health information, including the federal Health Insurance Portability and Accountability Act of 1996 and the corresponding regulations promulgated thereunder ("HIPAA"). HIPAA was amended by the Health Information Technology For Economic and Clinical Health ("HITECH") Act, which was part of the American Recovery and Reinvestment Act of 2009, known as the Stimulus Bill. The HITECH Act increases penalties for HIPAA violations, imposes stricter requirements on healthcare providers, expands the scope of enforcement and, in most cases, requires notification if there is a breach of unsecured individual protected health information, including notification to the affected individual(s), the Secretary of the Department of Human Services and, in some cases, the media. Various states have similar laws and regulations that govern the maintenance and safeguarding of patient records, charts and other information generated in connection with the provision of professional medical services. These laws and regulations require our operators to expend the requisite resources to secure protected health information, including the funding of costs associated with technology upgrades. Operators found in violation of HIPAA or any other privacy law or regulation may face large penalties. In addition, compliance with an operator's notification requirements in the event of a breach of unsecured protected health information could cause reputational harm to an operator's business.

Licensing and Certification. Our operators and facilities are subject to various federal, state and local licensing and certification laws and regulations, including laws and regulations under Medicare and Medicaid requiring operators of SNFs and ALFs to comply with extensive standards governing operations. Governmental agencies administering these laws and regulations regularly inspect our operators' facilities and investigate complaints. Our operators and their managers receive notices of observed violations and deficiencies from time to time, and sanctions have been imposed from time to time on facilities operated by them.

Other Laws and Regulations. Additional federal, state and local laws and regulations affect how our operators conduct their operations, including laws and regulations protecting consumers against deceptive practices and otherwise generally affecting our operators' management of their property and equipment and the conduct of their operations (including laws and regulations involving fire, health and safety; quality of services, including care and food service; residents' rights, including abuse and neglect laws; and the health standards set by the federal Occupational Safety and Health Administration).

Executive Officers of Our Company

As of February 22, 2012, the executive officers of our company were as follows:

C. Taylor Pickett (50) is our Chief Executive Officer and has served in this capacity since June 2001. Mr. Pickett is also a Director and has served in this capacity since May 30, 2002. Mr. Pickett's term as a Director expires in 2014. From January 1998 to June 2001, Mr. Pickett served as the Executive Vice President and Chief Financial Officer of Integrated Health Services, Inc., a public company specializing in post-acute healthcare services; and from May 1997 to December 1997, Mr. Pickett served as Executive Vice President of Mergers and Acquisitions of Integrated Health Services, Inc. From January 1996 to May 1997, Mr. Pickett served as the President of Symphony Health Services, Inc.

Daniel J. Booth (48) is our Chief Operating Officer and has served in this capacity since October 2001. From 1993 to October 2001, Mr. Booth served as a member of the management team of Integrated Health Services, Inc., most recently serving as Senior Vice President, Finance. Prior to joining Integrated Health Services, Inc., Mr. Booth served as a Vice President in the Healthcare Lending Division of Maryland National Bank (now Bank of America).

R. Lee Crabill, Jr. (58) is our Senior Vice President of Operations and has served in this capacity since July 2001. From 1997 to 2000, Mr. Crabill served as a Senior Vice President of Operations at Mariner Post-Acute Network, Inc. Prior to joining Mariner Post-Acute Network, Inc., Mr. Crabill served as an Executive Vice President of Operations at Beverly Enterprises, Inc.

Robert O. Stephenson (48) is our Chief Financial Officer and has served in this capacity since August 2001. From 1996 to July 2001, Mr. Stephenson served as the Senior Vice President and Treasurer of Integrated Health Services, Inc. Prior to joining Integrated Health Services, Inc., Mr. Stephenson held various positions at CSX Intermodal, Inc., Martin Marietta Corporation and Electronic Data Systems.

Michael D. Ritz (43) is our Chief Accounting Officer and has served in this capacity since February 2007. From April 2005 to February 2007, Mr. Ritz served as the Vice President, Accounting & Assistant Corporate Controller of Newell Rubbermaid Inc., and from August 2002 to April 2005, Mr. Ritz served as the Director, Financial Reporting of Newell Rubbermaid Inc. From July 2001 through August 2002, Mr. Ritz served as the Director of Accounting and Controller of Novavax Inc.

As of December 31, 2011, we had 24 full-time employees, including the five executive officers listed above.

Item 1A - Risk Factors

Following are some of the risks and uncertainties that could cause the Company's financial condition, results of operations, business and prospects to differ materially from those contemplated by the forward-looking statements contained in this report or the Company's other filings with the SEC. These risks should be read in conjunction with the other risks described in this report including but not limited to those described under "Taxation" and "Government Regulation and Reimbursement" under "Item 1" above. The risks described below are not the only risks facing the Company and there may be additional risks of which the Company is not presently aware or that the Company currently considers unlikely to significantly impact the Company. Our business, financial condition, results of operations or liquidity could be materially adversely affected by any of these risks, and, as a result, the trading price of our common stock could decline.

Risks Related to the Operators of Our Facilities

Our financial position could be weakened and our ability to make distributions and fulfill our obligations with respect to our indebtedness could be limited if any of our major operators become unable to meet their obligations to us or fail to renew or extend their relationship with us as their lease terms expire or their mortgages mature, or if we become unable to lease or re-lease our facilities or make mortgage loans on economically favorable terms. We have no operational control over our operators. Adverse developments concerning our operators could arise due to a number of factors, including those listed below.

The bankruptcy or insolvency of our operators could limit or delay our ability to recover on our investments.

We are exposed to the risk that a distressed operator may not be able to meet its lease, mortgage or other obligations to us or other third parties. This risk is heightened during a period of economic or political instability. Although each of our lease and loan agreements typically provide us with the right to terminate, evict an operator, foreclose on our collateral, demand immediate payment and exercise other remedies upon the bankruptcy or insolvency of an operator, title 11 of the United States Code, as amended and supplemented (the "Bankruptcy Code"), would limit or, at a minimum, delay our ability to collect unpaid pre-bankruptcy rents and mortgage payments and to pursue other remedies against a bankrupt operator.

Leases. A bankruptcy filing by one of our lessee operators would typically prevent us from collecting unpaid pre-bankruptcy rents or evicting the operator, absent approval of the bankruptcy court. The Bankruptcy Code provides a lessee with the option to assume or reject an unexpired lease within certain specified periods of time. Generally, a lessee is required to pay all rent that becomes payable between the date of its bankruptcy filing and the date of the assumption or rejection of the lease (although such payments will likely be delayed as a result of the bankruptcy filing). If one of our lessee operators chooses to assume its lease with us, the operator must cure all monetary defaults existing under the lease (including payment of unpaid pre-bankruptcy rents) and provide adequate assurance of its ability to perform its future obligations under the lease. If one of our lessee operators opts to reject its lease with us, we would have a claim against such operator for unpaid and future rents payable under the lease, but such claim would be subject to a statutory "cap" and would generally result in a recovery substantially less than the face value of such claim. Although the operator's rejection of the lease would permit us to recover possession of the leased facility, we would likely face losses, costs and delays associated with re-leasing the facility to a new operator.

Several other factors could impact our rights under leases with bankrupt operators. First, the operator could seek to assign its lease with us to a third party. The Bankruptcy Code generally disregards anti-assignment provisions in leases to permit the assignment of unexpired leases to third parties (provided all monetary defaults under the lease are cured and the third party can demonstrate its ability to perform its obligations under the lease). Second, in instances in which we have entered into a master lease agreement with an operator that operates more than one facility, the bankruptcy court could determine that the master lease was comprised of separate, divisible leases (each of which could be separately assumed or rejected), rather than a single, integrated lease (which would have to be assumed or rejected in its entirety). Finally, the bankruptcy court could re-characterize our lease agreement as a disguised financing arrangement, which could require us to receive bankruptcy court approval to foreclose or pursue other remedies with respect to the facility.

Mortgages. A bankruptcy filing by an operator to whom we have made a mortgage loan would typically prevent us from collecting unpaid pre-bankruptcy mortgage payments and foreclosing on our collateral, absent approval of the bankruptcy court. As an initial matter, we could ask the bankruptcy court to order the operator to make periodic payments or provide other financial assurances to us during the bankruptcy case (known as “adequate protection”), but the ultimate decision regarding “adequate protection” (including the timing and amount) rests with the bankruptcy court. In addition, we would need bankruptcy court approval before commencing or continuing any foreclosure action against the operator’s facility. The bankruptcy court could withhold such approval, especially if the operator can demonstrate that the facility is necessary for an effective reorganization and that we have a sufficient “equity cushion” in the facility. If the bankruptcy court does not either grant us “adequate protection” or permit us to foreclose on our collateral, we may not receive any loan payments until after the bankruptcy court confirms a plan of reorganization for the operator. Even if the bankruptcy court permits us to foreclose on the facility, we would still be subject to the losses, costs and other risks associated with a foreclosure sale, including possible successor liability under government programs, indemnification obligations and suspension or delay of third-party payments. Should such events occur, our income and cash flow from operations would be adversely affected.

Failure by our operators to comply with various local, state and federal government regulations may adversely impact their ability to make debt or lease payments to us.

Our operators are subject to numerous federal, state and local laws and regulations, including those described below, that are subject to frequent and substantial changes (sometimes applied retroactively) resulting from new legislation, adoption of rules and regulations, and administrative and judicial interpretations of existing law. The ultimate timing or effect of these changes cannot be predicted. These changes may have a dramatic effect on our operators’ costs of doing business and on the amount of reimbursement by both government and other third-party payors. The failure of any of our operators to comply with these laws, requirements and regulations could adversely affect their ability to meet their obligations to us.

- **Healthcare Reform.** The Healthcare Reform Law represents the most comprehensive change to healthcare benefits since the inception of the Medicare program in 1965 and will affect reimbursement for governmental programs, private insurance and employee welfare benefit plans in various ways. See “*Item 1. Business – Government Regulation and Reimbursement – Healthcare Reform.*” We cannot predict the impact of the Healthcare Reform Law on our operators or their ability to meet their obligations to us.
- **Reimbursement; Medicare and Medicaid.** A significant portion of our operators’ revenue is derived from governmentally-funded reimbursement programs, primarily Medicare and Medicaid. See “*Item 1. Business – Government Regulation and Reimbursement – Healthcare Reform,*” “*– Reimbursement,*” “*– Medicaid,*” and “*– Medicare,*” and the risk factor entitled “*Our operators depend on reimbursement from governmental and other third party payors and reimbursement rates from such payors may be reduced*” for a further discussion on governmental and third-party payor reimbursement and the associated risks presented to our operators. Failure to maintain certification in these programs would result in a loss of funding from such programs and could negatively impact an operator’s ability to meet its obligations to us.
- **Quality of Care Initiatives.** The CMS has implemented a number of initiatives focused on the quality of care provided by nursing homes that could affect our operators, including a quality rating system for nursing homes released in December 2008. See “*Item 1. Business – Government Regulation and Reimbursement – Quality of Care Initiatives.*” Any unsatisfactory rating of our operators under any rating system promulgated by the CMS could result in the loss of our operators’ residents or lower reimbursement rates, which could adversely impact their revenues and our business.

- *Licensing and Certification.* Our operators and facilities are subject to various federal, state and local licensing and certification laws and regulations, including laws and regulations under Medicare and Medicaid requiring operators of SNFs and ALFs to comply with extensive standards governing operations. See “*Item 1. Business – Government Regulation and Reimbursement – Licensing and Certification.*” Governmental agencies administering these laws and regulations regularly inspect our operators’ facilities and investigate complaints. Our operators and their managers receive notices of observed violations and deficiencies from time to time, and sanctions have been imposed from time to time on facilities operated by them. Failure to obtain any required licensure or certification, the loss or suspension of any required licensure or certification, or any violations or deficiencies with respect to relevant operating standards may require a facility to cease operations or result in ineligibility for reimbursement until the necessary licenses or certifications are obtained or reinstated, or any such violations or deficiencies are cured. In such event, our revenues from these facilities could be reduced or eliminated for an extended period of time or permanently.
- *Fraud and Abuse Laws and Regulations.* There are various federal and state civil and criminal laws and regulations governing a wide array of healthcare provider referrals, relationships and arrangements, including laws and regulations prohibiting fraud by healthcare providers. Many of these complex laws raise issues that have not been clearly interpreted by the relevant governmental authorities and courts. In addition, federal and state governments are devoting increasing attention and resources to anti-fraud initiatives against healthcare providers. See “*Item 1. Business – Government Regulation and Reimbursement – Fraud and Abuse.*” The violation of any of these laws or regulations, including the anti-kickback statute and the Stark Law, by an operator may result in the imposition of fines or other penalties, including exclusion from Medicare, Medicaid and all other federal and state healthcare programs. Such fines or penalties could jeopardize an operator’s ability to make lease or mortgage payments to us or to continue operating its facility.
- *Privacy Laws.* Our operators are subject to federal, state and local laws and regulations designed to protect the confidentiality and security of patient health information, including HIPAA. See “*Item 1. Business – Government Regulation and Reimbursement – Privacy.*” These laws and regulations require our operators to expend the requisite resources to secure patient health information, including the funding of costs associated with technology upgrades. Operators found in violation of HIPAA or any other privacy law or regulation may face large penalties. In addition, compliance with an operator’s notification requirements in the event of a breach of unsecured protected health information could cause reputational harm to an operator’s business. Such penalties and damaged reputation could adversely affect an operator’s ability to meet its obligations to us.
- *Other Laws.* Other federal, state and local laws and regulations affect how our operators conduct their operations. See “*Item 1. Business – Government Regulation and Reimbursement – Other Laws and Regulations.*” We cannot predict the effect that the costs of complying with these laws may have on the revenues of our operators, and thus their ability to meet their obligations to us.
- *Legislative and Regulatory Developments.* Each year, legislative and regulatory proposals are introduced at the federal, state and local levels that, if adopted, would result in major changes to the healthcare system. See “*Item 1. Business – Government Regulation and Reimbursement*” in addition to the other risk factors set forth below. We cannot accurately predict whether any proposals will be adopted, and if adopted, what effect (if any) these proposals would have on our operators or our business.

Provisions of the Healthcare Reform Law require certain changes to reimbursement and studies of reimbursement policies that may adversely affect payments to SNFs.

Several provisions of the Healthcare Reform Law will affect Medicare payments to SNFs, including, but not limited to, provisions changing the payment methodology, implementing value-based purchasing and payment bundling and studying the appropriateness of restrictions on payments for health care acquired conditions. These provisions are in various stages of implementation See “*Item 1. Business – Government Regulation and Reimbursement – Healthcare Reform,*” “*– Reimbursement,*” “*– Medicaid,*” and “*– Medicare.*” Although we cannot accurately predict whether or how such provisions may be implemented, or the effect any such implementation would have on our operators or our business, the Healthcare Reform Law could result in decreases in payments to our operators, increase our operators’ costs or otherwise adversely affect the financial condition of our operators, thereby negatively impacting their ability to meet their obligations to us.

The Healthcare Reform Law imposes additional requirements on SNFs regarding compliance and disclosure.

The Healthcare Reform Law requires SNFs to implement, by March 2013, a compliance and ethics program that is effective in preventing and detecting criminal, civil and administrative violations and in promoting quality of care. See "*Item 1. Business – Government Regulation and Reimbursement – Healthcare Reform.*" If our operators fall short in their compliance and ethics programs and quality assurance and performance improvement programs, or if the information they provide to the CMS for the Nursing Home Compare website reveals significant shortcomings, their reputations and ability to attract residents could be adversely affected.

Our operators depend on reimbursement from governmental and other third-party payors, and reimbursement rates from such payors may be reduced.

Changes in the reimbursement rate or methods of payment from third-party payors, including the Medicare and Medicaid programs, or the implementation of other measures to reduce reimbursements for services provided by our operators has in the past, and could in the future, result in a substantial reduction in our operators' revenues and operating margins. See "*Item 1. Business – Government Regulation and Reimbursement – Reimbursement, – Medicaid, and – Medicare.*" We currently believe that our operator coverage ratios are adequate and that our operators can absorb moderate reimbursement rate reductions and still meet their obligations to us. However, significant limits on the scopes of services reimbursed and on reimbursement rates could have a material adverse effect on our operators' results of operations and financial condition, which could cause the revenues of our operators to decline and negatively impact their ability to meet their obligations to us.

Additionally, net revenue realizable under third-party payor agreements can change after examination and retroactive adjustment by payors during the claims settlement processes or as a result of post-payment audits. Payors may disallow requests for reimbursement based on determinations that certain costs are not reimbursable or reasonable, additional documentation is necessary or certain services were not covered or were not medically necessary. New legislative and regulatory proposals could impose further limitations on government and private payments to healthcare providers. In some cases, states have enacted or are considering enacting measures designed to reduce Medicaid expenditures and to make changes to private healthcare insurance. We cannot assure you that adequate third-party payor reimbursement levels will continue to be available for the services provided by our operators.

Government budget deficits could lead to a reduction in Medicare and Medicaid reimbursement.

Many states are focusing on the reduction of expenditures under their Medicaid programs, which may result in a reduction in reimbursement rates for our operators. See "*Item 1. Business – Government Regulation and Reimbursement – Reimbursement, – Medicaid, and – Medicare.*" These potential reductions could be compounded by the potential for federal cost-cutting efforts that could lead to reductions in reimbursement to our operators under both the Medicare and Medicaid programs. Potential reductions in Medicare and Medicaid reimbursement to our operators could reduce the cash flow of our operators and their ability to make rent or mortgage payments to us. The need to control Medicaid expenditures may be exacerbated by the potential for increased enrollment in Medicaid due to unemployment and declines in family incomes. Medicaid enrollment may significantly increase in the near future, as the Healthcare Reform Law allows states to increase the number of people who are eligible for Medicaid beginning in 2010 and simplifies enrollment in this program. Since our operators' profit margins on Medicaid patients are generally relatively low, more than modest reductions in Medicaid reimbursement and an increase in the number of Medicaid patients could place some operators in financial distress, which in turn could adversely affect us. If funding for Medicare and/or Medicaid is reduced, it could have a material adverse effect on our operators' results of operations and financial condition, which could adversely affect our operators' ability to meet their obligations to us.

The Budget Control Act of 2011 may result in significant reductions in the funding of the Medicare program.

In August 2011, the Budget Control Act of 2011 was enacted into law to increase the federal debt ceiling. The law provided for spending cuts of nearly \$1 trillion over the next 10 years. Because of inaction by a Congressional committee tasked with recommending a plan that would further reduce the deficit by an additional \$1.2 billion of 10 years, automatic spending cuts will become effective in 2013. Payments to Medicare providers will be cut by 2%, but Medicaid is exempted from the automatic cuts. See "*Item 1. Business – Government Regulation and Reimbursement – Reimbursement.*" These measures and any future federal legislation relating to federal debt ceiling resulting in reductions in funding for Medicare and/or Medicaid could have a material adverse effect on our operators' results of operations and financial condition, which could adversely affect our operators' ability to meet their obligations to us.

We may be unable to find a replacement operator for one or more of our leased properties.

From time to time, we may need to find a replacement operator for one or more of our leased properties for a variety of reasons, including upon the expiration of the lease term or the occurrence of an operator default. During any period in which we are attempting to locate one or more replacement operators, there could be a decrease or cessation of rental payments on the applicable property or properties. We cannot assure you that any of our current or future operators will elect to renew their respective leases with us upon expiration of the terms thereof. Similarly, we cannot assure you that we will be able to locate a suitable replacement operator or, if we are successful in locating a replacement operator, that the rental payments from the new operator would not be significantly less than the existing rental payments. Our ability to locate a suitable replacement operator may be significantly delayed or limited by various state licensing, receivership, certificate of need or other laws, as well as by Medicare and Medicaid change-of-ownership rules. We also may incur substantial additional expenses in connection with any such licensing, receivership or change-of-ownership proceedings. Any such delays, limitations and expenses could materially delay or impact our ability to collect rent, obtain possession of leased properties or otherwise exercise remedies for default.

A prolonged economic slowdown could adversely impact our operating income and earnings, as well as the results of operations of our operators, which could impair their ability to meet their obligations to us.

Despite the fact that the U.S. economy has started to recover from the recent economic recession, the rate of recovery has been much slower than anticipated. The United States is continuing to experience the effects of the recession, resulting in continued concerns regarding the adverse impact caused by inflation, deflation, increased unemployment, volatile energy costs, geopolitical issues, the availability and cost of credit, the U.S. mortgage market, a distressed real estate market, market volatility and weakened business and consumer confidence. This difficult operating environment could have an adverse impact on the ability of our operators to maintain occupancy rates, which could harm their financial condition. Any sustained period of increased payment delinquencies, foreclosures or losses by our operators under our leases and loans could adversely affect our income from investments in our portfolio.

Certain third parties may not be able to satisfy their obligations to us or our operators due to uncertainty in the capital markets.

Interest rate fluctuations, financial market volatility or credit market disruptions could limit the ability of our operators to obtain credit to finance their businesses on acceptable terms, which could adversely affect their ability to satisfy their obligations to us. Similarly, if any of our other counterparties, such as letter of credit issuers, insurance carriers, banking institutions, title companies and escrow agents, experience difficulty in accessing capital or other sources of funds or fails to remain a viable entity, it could have an adverse effect on our business.

Our operators may be subject to significant legal actions that could result in their increased operating costs and substantial uninsured liabilities, which may affect their ability to meet their obligations to us.

As is typical in the long-term healthcare industry, our operators are often subject to claims for damages relating to the services that they provide. We can give no assurance that the insurance coverage maintained by our operators will cover all claims made against them or continue to be available at a reasonable cost, if at all. In some states, insurance coverage for the risk of punitive damages arising from professional and general liability claims and/or litigation may not, in certain cases, be available to operators due to state law prohibitions or limitations of availability. As a result, our operators operating in these states may be liable for punitive damage awards that are either not covered or are in excess of their insurance policy limits. TC Healthcare, the entity that operated these facilities on our behalf through an independent contractor on an interim basis, may be named as a defendant in professional liability claims related to the Haven facilities as described in "Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations –Portfolio and Other Developments ."

We also believe that there has been, and will continue to be, an increase in governmental investigations of long-term care providers, particularly in the area of Medicare/Medicaid false claims, as well as an increase in enforcement actions resulting from these investigations. Insurance is not available to our operators to cover such losses. Any adverse determination in a legal proceeding or governmental investigation, whether currently asserted or arising in the future, could have a material adverse effect on an operator's financial condition. If an operator is unable to obtain or maintain insurance coverage, if judgments are obtained in excess of the insurance coverage, if an operator is required to pay uninsured punitive damages, or if an operator is subject to an uninsurable government enforcement action, the operator could be exposed to substantial additional liabilities. Such liabilities could adversely affect the operator's ability to meet its obligations to us.

In addition, we may in some circumstances be named as a defendant in litigation involving the services provided by our operators. Although we generally have no involvement in the services provided by our operators, and our standard lease agreements and loan agreements generally require our operators to indemnify us and carry insurance to cover us in certain cases, a significant judgment against us in such litigation could exceed our and our operators' insurance coverage, which would require us to make payments to cover the judgment.

Increased competition as well as increased operating costs result in lower revenues for some of our operators and may affect the ability of our operators to meet their obligations to us.

The long-term healthcare industry is highly competitive and we expect that it may become more competitive in the future. Our operators are competing with numerous other companies providing similar healthcare services or alternatives such as home health agencies, life care at home, community-based service programs, retirement communities and convalescent centers. Our operators compete on a number of different levels including the quality of care provided, reputation, the physical appearance of a facility, price, the range of services offered, family preference, alternatives for healthcare delivery, the supply of competing properties, physicians, staff, referral sources, location and the size and demographics of the population in the surrounding areas. We cannot be certain that the operators of all of our facilities will be able to achieve occupancy and rate levels that will enable them to meet all of their obligations to us. Our operators may encounter increased competition in the future that could limit their ability to attract residents or expand their businesses and therefore affect their ability to pay their lease or mortgage payments.

In addition, the market for qualified nurses, healthcare professionals and other key personnel is highly competitive and our operators may experience difficulties in attracting and retaining qualified personnel. Increases in labor costs due to higher wages and greater benefits required to attract and retain qualified healthcare personnel incurred by our operators could affect their ability to meet their obligations to us. This situation could be particularly acute in certain states that have enacted legislation establishing minimum staffing requirements.

We may be unable to successfully foreclose on the collateral securing our mortgage loans, and even if we are successful in our foreclosure efforts, we may be unable to successfully find a replacement operator, or operate or occupy the underlying real estate, which may adversely affect our ability to recover our investments.

If an operator defaults under one of our mortgage loans, we may foreclose on the loan or otherwise protect our interest by acquiring title to the property. In such a scenario, we may be required to make substantial improvements or repairs to maximize the facility's investment potential. Operators may contest enforcement of foreclosure or other remedies, seek bankruptcy protection against our exercise of enforcement or other remedies and/or bring claims for lender liability in response to actions to enforce mortgage obligations. Even if we are able to successfully foreclose on the collateral securing our mortgage loans, we may be unable to expeditiously find a replacement operator, if at all, or otherwise successfully operate or occupy the property, which could adversely affect our ability to recover our investment.

Certain of our operators account for a significant percentage of our real estate investment and revenues.

At December 31, 2011, approximately 37% of our real estate investments were operated by: (i) Sun Healthcare Group, Inc. ("Sun") (8%), a public company and (ii) three private company operators and/or managers, including: (a) subsidiaries and/or affiliates of CommuniCare Health Services ("CommuniCare") (12%), (b) subsidiaries and/or affiliates of Airamid Health Management, LLC ("Airamid") (9%) and (c) Signature (8%). No other operator represents more than 6% of our investments.

For the year ended December 31, 2011, our revenues from operations totaled \$292.2 million, of which approximately \$38.6 million were from CommuniCare (13%) and \$33.6 million from Sun (11%). No other operator generated more than 9% of our revenues from operations for the year ended December 31, 2011.

We cannot assure you that any of our operators will have sufficient assets, income or access to financing to enable it them to satisfy their obligations to us. Any failure by our operators, and specifically those operators described above, to effectively conduct their operations could materially reduce our revenues and net income, which could in turn reduce the amount of dividends we pay and cause our stock price to decline.

Risks Related to Us and Our Operations

We rely on external sources of capital to fund future capital needs, and if we encounter difficulty in obtaining such capital, we may not be able to make future investments necessary to grow our business or meet maturing commitments.

To qualify as a REIT under the Code, we are required, among other things, to distribute at least 90% of our REIT taxable income each year to our stockholders. Because of this distribution requirement, we may not be able to fund, from cash retained from operations, all future capital needs, including capital needed to make investments and to satisfy or refinance maturing commitments. As a result, we rely on external sources of capital, including debt and equity financing. If we are unable to obtain needed capital at all or only on unfavorable terms from these sources, we might not be able to make the investments needed to grow our business, or to meet our obligations and commitments as they mature, which could negatively affect the ratings of our debt and even, in extreme circumstances, affect our ability to continue operations. Our access to capital depends upon a number of factors over which we have little or no control, including the performance of the national and global economies generally; competition in the healthcare industry; issues facing the healthcare industry, including regulations and government reimbursement policies; our operators' operating costs; the ratings of our debt securities; the market's perception of our growth potential; the market value of our properties; our current and potential future earnings and cash distributions; and the market price of the shares of our capital stock. Difficult capital market conditions in our industry during the past several years, and our need to stabilize our portfolio have limited and may continue to limit our access to capital. While we currently have sufficient cash flow from operations to fund our obligations and commitments, we may not be in position to take advantage of future investment opportunities in the event that we are unable to access the capital markets on a timely basis or we are only able to obtain financing on unfavorable terms.

Economic conditions and turbulence in the credit markets may create challenges in securing third-party borrowings or refinancing our existing debt.

Current economic conditions, the availability and cost of credit, turmoil in the mortgage market and depressed real estate markets have contributed to increased volatility and diminished expectations for real estate markets and the economy as a whole. While the capital markets have recently shown signs of improvement, the sustainability of an economic recovery is uncertain, and additional levels of market disruption and volatility could impact our ability to secure third-party borrowings or refinance our existing debt in the future.

Our ability to raise capital through equity sales is dependent, in part, on the market price of our common stock, and our failure to meet market expectations with respect to our business could negatively impact the market price of our common stock and availability of equity capital.

As with other publicly-traded companies, the availability of equity capital will depend, in part, on the market price of our common stock which, in turn, will depend upon various market conditions and other factors that may change from time to time including:

- the extent of investor interest;
- the general reputation of REITs and the attractiveness of their equity securities in comparison to other equity securities, including securities issued by other real estate-based companies;
- our financial performance and that of our operators;
- the contents of analyst reports about us and the REIT industry;
- general stock and bond market conditions, including changes in interest rates on fixed income securities, which may lead prospective purchasers of our common stock to demand a higher annual yield from future distributions;
- our failure to maintain or increase our dividend, which is dependent, to a large part, on growth of funds from operations, which in turn depends upon increased revenues from additional investments and rental increases; and
- other factors such as governmental regulatory action and changes in REIT tax laws.

The market value of the equity securities of a REIT is generally based upon the market's perception of the REIT's growth potential and its current and potential future earnings and cash distributions. Our failure to meet the market's expectation with regard to future earnings and cash distributions would likely adversely affect the market price of our common stock and, as a result, the availability of equity capital to us.

We are subject to risks associated with debt financing, which could negatively impact our business and limit our ability to make distributions to our stockholders and to repay maturing debt.

The financing required to make future investments and satisfy maturing commitments may be provided by borrowings under our credit facilities, private or public offerings of debt, the assumption of secured indebtedness, mortgage financing on a portion of our owned portfolio or through joint ventures. To the extent we must obtain debt financing from external sources to fund our capital requirements, we cannot guarantee such financing will be available on favorable terms, if at all. In addition, if we are unable to refinance or extend principal payments due at maturity or pay them with proceeds from other capital transactions, our cash flow may not be sufficient to make distributions to our stockholders and repay our maturing debt. Furthermore, if prevailing interest rates, changes in our debt ratings or other factors at the time of refinancing result in higher interest rates upon refinancing, the interest expense relating to that refinanced indebtedness would increase, which could reduce our profitability and the amount of dividends we are able to pay. Moreover, additional debt financing increases the amount of our leverage. The degree of leverage could have important consequences to stockholders, including affecting our investment grade ratings and our ability to obtain additional financing in the future, and making us more vulnerable to a downturn in our results of operations or the economy generally.

Unforeseen costs associated with the acquisition of new properties could reduce our profitability.

Our business strategy contemplates future acquisitions that may not prove to be successful. For example, we might encounter unanticipated difficulties and expenditures relating to our acquired properties, including contingent liabilities, or our newly acquired properties might require significant management attention that would otherwise be devoted to our ongoing business. As a further example, if we agree to provide funding to enable healthcare operators to build, expand or renovate facilities on our properties and the project is not completed, we could be forced to become involved in the development to ensure completion or we could lose the property. Such costs may negatively affect our results of operations.

We may not be able to adapt our management and operational systems to integrate and manage our growth without additional expense.

We cannot assure you that we will be able to adapt our management, administrative, accounting and operational systems to integrate and manage the long-term care facilities we have acquired in the past and those that we may acquire under our existing cost structure in a timely manner. Our failure to timely integrate and manage recent and future acquisitions or developments could have a material adverse effect on our results of operations and financial condition.

We may be subject to additional risks in connection with our recent and future acquisitions of long-term care facilities.

We may be subject to additional risks in connection with our recent and future acquisitions of long-term care facilities, including but not limited to the following:

- our limited prior business experience with certain of the operators of the facilities we have recently acquired or may acquire in the future;
- the facilities may underperform due to various factors, including unfavorable terms and conditions of the lease agreements that we assume, disruptions caused by the management of the operators of the facilities or changes in economic conditions impacting the facilities and/or the operators;
- diversion of our management's attention away from other business concerns;
- exposure to any undisclosed or unknown potential liabilities relating to the facilities; and
- potential underinsured losses on the facilities.

We cannot assure you that we will be able to manage the recently acquired or other new facilities without encountering difficulties or that any such difficulties will not have a material adverse effect on us.

Our assets may be subject to impairment charges.

We periodically, but not less than annually, evaluate our real estate investments and other assets for impairment indicators. The judgment regarding the existence of impairment indicators is based on factors such as market conditions, operator performance and legal structure. If we determine that a significant impairment has occurred, we are required to make an adjustment to the net carrying value of the asset, which could have a material adverse affect on our results of operations and funds from operations in the period in which the write-off occurs.

We may not be able to sell certain closed facilities for their book value.

From time to time, we close facilities and actively market such facilities for sale. To the extent we are unable to sell these properties for our book value, we may be required to take a non-cash impairment charge or loss on the sale, either of which would reduce our net income.

Our indebtedness could adversely affect our financial condition.

We have a material amount of indebtedness and we may increase our indebtedness in the future. Debt financing could have important consequences to our stockholders. For example, it could:

- increase our vulnerability to adverse changes in general economic, industry and competitive conditions;
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business plan or other general corporate purposes on satisfactory terms or at all;
- require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness and leases, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our ability to make material acquisitions or take advantage of business opportunities that may arise;
- expose us to fluctuations in interest rates, to the extent our borrowings bear variable rates of interests;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate; and
- place us at a competitive disadvantage compared to our competitors that have less debt.

Covenants in our debt documents limit our operational flexibility, and a covenant breach could materially adversely affect our operations.

The terms of our credit agreement and note indentures require us to comply with a number of customary financial and other covenants which may limit our management's discretion by restricting our ability to, among other things, incur additional debt, redeem our capital stock, enter into certain transactions with affiliates, pay dividends and make other distributions, make investments and other restricted payments, and create liens. Any additional financing we may obtain could contain similar or more restrictive covenants. Our continued ability to incur indebtedness and conduct our operations is subject to compliance with these financial and other covenants. Breaches of these covenants could result in defaults under the instruments governing the applicable indebtedness, in addition to any other indebtedness cross-defaulted against such instruments. Any such breach could materially adversely affect our business, results of operations and financial condition.

We have now, and may have in the future, exposure to contingent rent escalators.

We receive revenue primarily by leasing our assets under leases that are long-term triple-net leases in which the rental rate is generally fixed with annual rent escalations, subject to certain limitations. Certain leases contain escalators contingent on changes in the CPI. If the CPI does not increase, our revenues may not increase.

We are subject to particular risks associated with real estate ownership, which could result in unanticipated losses or expenses.

Our business is subject to many risks that are associated with the ownership of real estate. For example, if our operators do not renew their leases, we may be unable to re-lease the facilities at favorable rental rates. Other risks that are associated with real estate acquisition and ownership include, without limitation, the following:

- general liability, property and casualty losses, some of which may be uninsured;
- the inability to purchase or sell our assets rapidly to respond to changing economic conditions, due to the illiquid nature of real estate and the real estate market;
- leases that are not renewed or are renewed at lower rental amounts at expiration;
- the exercise of purchase options by operators resulting in a reduction of our rental revenue;
- costs relating to maintenance and repair of our facilities and the need to make expenditures due to changes in governmental regulations, including the Americans with Disabilities Act;
- environmental hazards created by prior owners or occupants, existing tenants, mortgagors or other persons for which we may be liable;
- acts of God affecting our properties; and
- acts of terrorism affecting our properties.

Our real estate investments are relatively illiquid.

Real estate investments are relatively illiquid and generally cannot be sold quickly. In addition, some of our properties serve as collateral for our secured debt obligations and cannot be readily sold. Additional factors that are specific to our industry also tend to limit our ability to vary our portfolio promptly in response to changes in economic or other conditions. For example, all of our properties are "special purpose" properties that cannot be readily converted into general residential, retail or office use. In addition, transfers of operations of nursing homes and other healthcare-related facilities are subject to regulatory approvals not required for transfers of other types of commercial operations and other types of real estate. Thus, if the operation of any of our properties becomes unprofitable due to competition, age of improvements or other factors such that an operator becomes unable to meet its obligations to us, then the liquidation value of the property may be substantially less, particularly relative to the amount owing on any related mortgage loan, than would be the case if the property were readily adaptable to other uses. Furthermore, the receipt of liquidation proceeds or the replacement of an operator that has defaulted on its lease or loan could be delayed by the approval process of any federal, state or local agency necessary for the transfer of the property or the replacement of the operator with a new operator licensed to manage the facility. In addition, certain significant expenditures associated with real estate investment, such as real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investment. Should such events occur, our income and cash flows from operations would be adversely affected.

As an owner or lender with respect to real property, we may be exposed to possible environmental liabilities.

Under various federal, state and local environmental laws, ordinances and regulations, a current or previous owner of real property or a secured lender, such as us, may be liable in certain circumstances for the costs of investigation, removal or remediation of, or related releases of, certain hazardous or toxic substances at, under or disposed of in connection with such property, as well as certain other potential costs relating to hazardous or toxic substances, including government fines and damages for injuries to persons and adjacent property. Such laws often impose liability based on the owner's knowledge of, or responsibility for, the presence or disposal of such substances. As a result, liability may be imposed on the owner in connection with the activities of an operator of the property. The cost of any required investigation, remediation, removal, fines or personal or property damages and the owner's liability therefore could exceed the value of the property and/or the assets of the owner. In addition, the presence of such substances, or the failure to properly dispose of or remediate such substances, may adversely affect an operators' ability to attract additional residents and our ability to sell or rent such property or to borrow using such property as collateral which, in turn, could negatively impact our revenues.

Although our leases and mortgage loans require the lessee and the mortgagor to indemnify us for certain environmental liabilities, the scope of such obligations may be limited. For instance, most of our leases do not require the lessee to indemnify us for environmental liabilities arising before the lessee took possession of the premises. Further, we cannot assure you that any such mortgagor or lessee would be able to fulfill its indemnification obligations.

The industry in which we operate is highly competitive. Increasing investor interest in our sector and consolidation at the operator of REIT level could increase competition and reduce our profitability.

Our business is highly competitive and we expect that it may become more competitive in the future. We compete for healthcare facility investments with other healthcare investors, including other REITs, some of which have greater resources and lower costs of capital than we do. Increased competition makes it more challenging for us to identify and successfully capitalize on opportunities that meet our business goals. If we cannot capitalize on our development pipeline, identify and purchase a sufficient quantity of healthcare facilities at favorable prices, or if we are unable to finance such acquisitions on commercially favorable terms, our business, results of operations and financial condition may be materially adversely affected. In addition, if our cost of capital should increase relative to the cost of capital of our competitors, the spread that we realize on our investments may decline if competitive pressures limit or prevent us from charging higher lease or mortgage rates.

We may be named as defendants in litigation arising out of professional liability and general liability claims relating to our previously owned and operated facilities that if decided against us, could adversely affect our financial condition.

We and several of our wholly-owned subsidiaries were named as defendants in professional liability and general liability claims related to our owned and operated facilities prior to 2005. Other third-party managers responsible for the day-to-day operations of these facilities were also named as defendants in these claims. In these suits, patients of certain previously owned and operated facilities have alleged significant damages, including punitive damages, against the defendants. Although all of these prior suits have been settled, we or our affiliates could be named as defendants in similar suits related to our owned and operated assets resulting from the transition of the Haven facilities as described in "Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations –Portfolio and Other Developments." There can be no assurance that we would be successful in our defense of such potential matters or in asserting our claims against various managers of the subject facilities or that the amount of any settlement or judgment would be substantially covered by insurance or that any punitive damages will be covered by insurance.

Our charter and bylaws contain significant anti-takeover provisions which could delay, defer or prevent a change in control or other transactions that could provide our stockholders with the opportunity to realize a premium over the then-prevailing market price of our common stock.

Our articles of incorporation and bylaws contain various procedural and other requirements which could make it difficult for stockholders to effect certain corporate actions. Our Board of Directors is divided into three classes and the members of our Board of Directors are elected for terms that are staggered. Our Board of Directors also has the authority to issue additional shares of preferred stock and to fix the preferences, rights and limitations of the preferred stock without stockholder approval. These provisions could discourage unsolicited acquisition proposals or make it more difficult for a third party to gain control of us, which could adversely affect the market price of our securities and/or result in the delay, deferral or prevention of a change in control or other transactions that could provide our stockholders with the opportunity to realize a premium over the then-prevailing market price of our common stock.

We may change our investment strategies and policies and capital structure.

Our Board of Directors, without the approval of our stockholders, may alter our investment strategies and policies if it determines that a change is in our stockholders' best interests. The methods of implementing our investment strategies and policies may vary as new investments and financing techniques are developed.

Our success depends in part on our ability to retain key personnel and our ability to attract or retain other qualified personnel.

Our future performance depends to a significant degree upon the continued contributions of our executive management team and other key employees. The loss of the services of our current executive management team could have an adverse impact on our operations. Although we have entered into employment agreements with the members of our executive management team, these agreements may not assure their continued service. In addition, our future success depends, in part, on our ability to attract, hire, train and retain other qualified personnel. Competition for qualified employees is intense, and we compete for qualified employees with companies with greater financial resources. Our failure to successfully attract, hire, retain and train the people we need would significantly impede our ability to implement our business strategy.

We rely on information technology in our operations, and any material failure, inadequacy, interruption or security failure of that technology could harm our business.

We rely on information technology networks and systems, including the Internet, to process, transmit and store electronic information, and to manage or support a variety of business processes, including financial transactions and records, personal identifying information, tenant and lease data. We purchase some of our information technology from vendors, on whom our systems depend. We rely on commercially available systems, software, tools and monitoring to provide security for processing, transmission and storage of confidential tenant and other customer information, such as individually identifiable information, including information relating to financial accounts. Although we have taken steps to protect the security of our information systems and the data maintained in those systems, it is possible that our safety and security measures will not be able to prevent the systems' improper functioning or damage, or the improper access or disclosure of personally identifiable information such as in the event of cyber attacks. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorized disclosure of confidential information. Any failure to maintain proper function, security and availability of our information systems could interrupt our operations, damage our reputation, subject us to liability claims or regulatory penalties and could have a material adverse effect on our business, financial condition and results of operations.

Failure to maintain effective internal control over financial reporting could have a material adverse effect on our business, results of operations, financial condition and stock price.

Pursuant to the Sarbanes-Oxley Act of 2002, we are required to provide a report by management on internal control over financial reporting, including management's assessment of the effectiveness of such control. Changes to our business will necessitate ongoing changes to our internal control systems and processes. Internal control over financial reporting may not prevent or detect misstatements due to inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. In addition, projections of any evaluation of effectiveness of internal control over financial reporting to future periods are subject to the risk that the control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business, results of operations and financial condition could be materially adversely harmed, we could fail to meet our reporting obligations and there could be a material adverse effect on our stock price.

If we fail to maintain our REIT status, we will be subject to federal income tax on our taxable income at regular corporate rates.

We were organized to qualify for taxation as a REIT under Sections 856 through 860 of the Code. See " *Item 1. Business – Taxation.*" We believe that we have operated in such a manner as to qualify for taxation as a REIT under the Code and intend to continue to operate in a manner that will maintain our qualification as a REIT. Qualification as a REIT involves the satisfaction of numerous requirements, some on an annual and some on a quarterly basis, established under highly technical and complex provisions of the Code for which there are only limited judicial and administrative interpretations and involve the determination of various factual matters and circumstances not entirely within our control. We cannot assure you that we will at all times satisfy these rules and tests.

If we were to fail to qualify as a REIT in any taxable year, as a result of a determination that we failed to meet the annual distribution requirement or otherwise, we would be subject to federal income tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates with respect to each such taxable year for which the statute of limitations remains open. Moreover, unless entitled to relief under certain statutory provisions, we also would be disqualified from treatment as a REIT for the four taxable years following the year during which qualification is lost. This treatment would significantly reduce our net earnings and cash flow because of our additional tax liability for the years involved, which could significantly impact our financial condition.

We generally must distribute annually at least 90% of our taxable income to our stockholders to maintain our REIT status. To the extent that we do not distribute all of our net capital gain or do distribute at least 90%, but less than 100% of our "REIT taxable income," as adjusted, we will be subject to tax thereon at regular ordinary and capital gain corporate tax rates.

Even if we remain qualified as a REIT, we may face other tax liabilities that reduce our cash flow.

Even if we remain qualified for taxation as a REIT, we may be subject to certain federal, state and local taxes on our income and assets, including taxes on any undistributed income, tax on income from some activities conducted as a result of a foreclosure, and state or local income, property and transfer taxes. Any of these taxes would decrease cash available for the payment of our debt obligations. In addition, to meet REIT qualification requirements, we may hold some of our non-healthcare assets through taxable REIT subsidiaries or other subsidiary corporations that will be subject to corporate level income tax at regular rates.

Qualifying as a REIT involves highly technical and complex provisions of the Code and complying with REIT requirements may affect our profitability.

Qualification as a REIT involves the application of technical and intricate Code provisions. Even a technical or inadvertent violation could jeopardize our REIT qualification. To qualify as a REIT for federal income tax purposes, we must continually satisfy tests concerning, among other things, the nature and diversification of our assets, the sources of our income and the amounts we distribute to our stockholders. Thus, we may be required to liquidate otherwise attractive investments from our portfolio, or be unable to pursue investments that would be otherwise advantageous to us, to satisfy the asset and income tests or to qualify under certain statutory relief provisions. We may also be required to make distributions to stockholders at disadvantageous times or when we do not have funds readily available for distribution (e.g., if we have assets which generate mismatches between taxable income and available cash). Having to comply with the distribution requirement could cause us to: (i) sell assets in adverse market conditions; (ii) borrow on unfavorable terms; or (iii) distribute amounts that would otherwise be invested in future acquisitions, capital expenditures or repayment of debt. As a result, satisfying the REIT requirements could have an adverse effect on our business results and profitability.

Risks Related to Our Stock

In addition to the risks related to our operators and our operations described above, the following are additional risks associated with our stock.

The market value of our stock could be substantially affected by various factors.

Market volatility may adversely affect the market price of our common stock. As with other publically traded securities, the share price of our stock depends on many factors, which may change from time to time, including:

- the market for similar securities issued by REITs;
- changes in estimates by analysts;
- our ability to meet analysts' estimates;
- prevailing interest rates;
- our credit rating;
- general economic and market conditions; and
- our financial condition, performance and prospects.

Our issuance of additional capital stock, warrants or debt securities, whether or not convertible, may reduce the market price for our outstanding securities, including our common stock, and dilute the ownership interests of existing stockholders.

We cannot predict the effect, if any, that future sales of our capital stock, warrants or debt securities, or the availability of our securities for future sale, will have on the market price of our securities, including our common stock. Sales of substantial amounts of our common stock or preferred shares, warrants or debt securities convertible into or exercisable or exchangeable for common stock in the public market, or the perception that such sales might occur, could negatively impact the market price of our stock and the terms upon which we may obtain additional equity financing in the future.

In addition, we may issue additional capital stock in the future to raise capital or as a result of the following:

- the issuance and exercise of options to purchase our common stock or other equity awards under remuneration plans. We may also issue equity to our employees in lieu of cash bonuses or to our directors in lieu of director's fees;
- the issuance of shares pursuant to our dividend reinvestment and direct stock purchase plan;
- the issuance of debt securities exchangeable for our common stock;
- the exercise of warrants we may issue in the future;
- lenders sometimes ask for warrants or other rights to acquire shares in connection with providing financing, and we cannot assure you that our lenders will not request such rights; and
- the sales of securities convertible into our common stock could dilute the interests of existing common stockholders.

There are no assurances of our ability to pay dividends in the future.

Our ability to pay dividends may be adversely affected if any of the risks described herein were to occur. Our payment of dividends is subject to compliance with restrictions contained in our credit agreement, the indentures governing our senior notes and any preferred stock that our Board of Directors may from time to time designate and authorize for issuance. All dividends will be paid at the discretion of our Board of Directors and will depend upon our earnings, our financial condition, maintenance of our REIT status and such other factors as our Board of Directors may deem relevant from time to time. There are no assurances of our ability to pay dividends in the future. In addition, our dividends in the past have included, and may in the future include, a return of capital.

Holders of our preferred stock that we may issue from time to time may have liquidation and other rights that are senior to the rights of the holders of our common stock.

On March 7, 2011, we redeemed all of our issued and outstanding 8.375% Series D cumulative redeemable preferred stock. However, our Board of Directors has the authority to designate and issue preferred stock that may have dividend, liquidation and other rights that are senior to those of our common stock.

Legislative or regulatory action could adversely affect purchasers of our stock.

In recent years, numerous legislative, judicial and administrative changes have been made in the provisions of the federal income tax laws that have or could impact the income tax consequences in an adverse manner of owning our stock. Changes are likely to continue to occur in the future, and we cannot assure you that any of these changes will not adversely affect our stockholder's stock. Any of these changes could have an adverse effect on an investment in our stock or on its market value or resale potential. Stockholders are urged to consult with their own tax advisor with respect to the impact that past legislative, regulatory or administrative changes or potential legislation may have on their investment in our stock.

A downgrade of our credit rating could impair our ability to obtain additional debt financing on favorable terms, if at all, and significantly reduce the trading price of our common stock.

If any rating agency downgrades our credit rating, or places our rating under watch or review for possible downgrade, this could make it more difficult or expensive for us to obtain additional debt financing, and the trading price of our common stock may decline. Factors that may affect our credit rating include, among other things, our financial performance, our success in raising sufficient equity capital, adverse changes in our debt and fixed charge coverage ratios, our capital structure and level of indebtedness and pending or future changes in the regulatory framework applicable to our operators and our industry. We cannot assure you that these credit agencies will not downgrade our credit rating in the future.

Item 1B – Unresolved Staff Comments

None.

Item 2 - Properties

At December 31, 2011, our real estate investments included long-term care facilities and rehabilitation hospital investments, either in the form of purchased facilities that are leased to operators or other affiliates, mortgages on facilities that are operated by the mortgagors or their affiliates and facilities subject to leasehold interests. The facilities are located in 35 states and are operated by 51 operators. Based on the most recent data provided to us by our operators, the overall occupancy rate of the facilities was 84%. We use the term "operator" to refer to our tenants and mortgagees and their affiliates who manage and/or operate our properties. In some cases, our tenants and mortgagees contract with a healthcare operator to operate the facilities. The following table summarizes our property investments as of December 31, 2011:

Investment Structure/Operator	Number of Operating Beds	Number of Facilities	Gross Investment (in thousands)
Leased Facilities(1)			
Airamid Health Management, LLC.	4,535	38	\$ 263,560
CommuniCare Health Services, Inc	3,623	28	247,102
Sun Healthcare Group, Inc.	4,574	40	231,366
Signature Holdings II, LLC.	3,340	32	227,063
Advocat, Inc.	3,964	36	146,667
Gulf Coast Master Tenant I, LLC.	2,154	17	146,636
Affiliates of Capital Funding Group, Inc.	1,820	17	129,904
Guardian LTC Management Inc.	1,681	23	125,971
La Vie Care Management	2,013	17	117,654
Formation Capital, LLC.	1,417	12	110,613
Nexion Health Inc	2,146	20	86,903
Essex Healthcare Corporation	1,271	13	83,587
TenInOne Acquisition Group, LLC	1,456	10	82,178
White Pine.	586	4	62,708
Swain/Herzog	1,008	9	56,143
Sava Senior Care, LLC.	500	4	41,668
Mark Ide Limited Liability Company	833	9	33,871
Infinia Properties of Arizona, LLC	476	6	33,364
Hoosier Enterprises Inc.	632	7	32,059
Pinon Management, Inc.	492	6	29,285
StoneGate Senior Care LP	646	6	22,240
Fundamental Long Term Care Holding, LLC	381	3	20,927
Rest Haven Nursing Center Inc.	176	1	14,400
Health and Hospital Corporation	418	4	12,803
Daybreak Venture, LLC	317	3	12,670
Health Systems of Oklahoma LLC.	407	3	12,470
Washington N&R	239	2	12,152
Genesis HealthCare Corporation	124	1	10,931
Care Initiatives, Inc	188	1	10,347
Adcare Health Systems	300	2	10,000
Ensign Group, Inc.	271	3	9,656
Lakeland Investors, LLC	274	1	9,625
Waters (The) of Williamsport, LLC	200	2	9,547
Southwest LTC	260	2	8,428
Laurel	239	2	7,585
Hickory Creek Healthcare Foundation	138	2	7,250
Community Eldercare Services, LLC.	100	1	6,972
Prestige Care, Inc	90	1	6,757
Longwood Management Corporation.	185	2	6,448
Crowne Management, LLC	172	1	6,351
Elite Senior Living, Inc	105	1	5,893
Emeritus Corporation	52	1	5,674
Country Villa Claremont Healthcare Center, Inc	99	1	4,546
Murphy Healthcare III, LTC	181	2	4,534
HMS Holdings at Texarkana, LLC	114	1	4,125
Generations Healthcare, Inc	59	1	3,007
Diamond Care Vida Encantada, LLC	102	1	2,013
Sam Jewel	104	1	1,386
	44,462	400	2,537,039
Assets Held for Sale			
Closed Facility	-	4	2,170
Health and Hospital Corporation	-	1	150
Sam Jewel	110	1	141
	110	6	2,461

Investment Structure/Operator	Number of Operating Beds	Number of Facilities	Gross Investment (in thousands)
Fixed - Rate Mortgages(2)			
Ciena Healthcare (3)	1,541	15	104,798
CommuniCare Health Services, Inc	1,064	8	76,432
White Pine	352	3	25,000
Meridian	240	3	15,900
Parthenon Healthcare, Inc	251	2	11,545
Nexion Health Management	120	1	5,000
	3,568	32	238,675
Total	48,140	438	\$ 2,778,175

(1) Certain of our lease agreements contain purchase options that permit the lessees to purchase the underlying properties from us.

(2) In general, many of our mortgages contain prepayment provisions that permit prepayment of the outstanding principal amounts thereunder.

(3) The mortgage includes one property for which we have provided construction to permanent mortgage financing. The facility is currently under construction.

The following table presents the concentration of our facilities by state as of December 31, 2011:

	Number of Facilities	Number of Operating Beds	Gross Investment (in thousands)	% of Gross Investment
Florida	87	10,317	\$ 613,168	22.1
Ohio	50	5,596	357,632	12.7
Pennsylvania	25	2,296	174,254	6.3
Maryland	16	2,109	171,997	6.2
Texas	32	3,923	168,443	6.1
Arkansas	24	2,494	127,948	4.6
Michigan ⁽¹⁾	17	1,680	121,301	4.4
Tennessee	16	2,236	116,319	4.2
Colorado	12	1,262	78,562	2.8
West Virginia	11	1,255	75,810	2.7
Indiana	18	1,541	67,585	2.4
Kentucky	15	1,214	66,716	2.4
Alabama	11	1,325	59,827	2.2
North Carolina	10	1,224	57,733	2.1
Massachusetts	8	896	57,347	2.1
Louisiana	14	1,478	55,514	2.0
Mississippi	6	603	52,644	1.9
Rhode Island	4	558	43,534	1.6
California	12	1,017	39,302	1.4
Arizona	6	476	33,364	1.2
Wisconsin	4	526	30,585	1.1
Georgia	4	618	27,940	1.0
New Hampshire	3	216	23,082	0.8
Idaho	4	377	22,679	0.8
Iowa	3	359	21,202	0.8
Nevada	3	381	20,927	0.8
Washington	2	194	17,473	0.6
Vermont	2	270	15,382	0.6
Illinois	4	446	14,406	0.5
Oklahoma	5	621	13,997	0.5
Missouri	2	239	12,152	0.4
New Mexico	2	221	7,213	0.3
Alaska	1	90	6,757	0.2
Kansas	1	82	3,210	0.1
Connecticut	4	0	2,170	0.1
Total	438	48,140	\$ 2,778,175	100.00

(1) The mortgage includes one property for which we have provided construction to permanent mortgage financing. The facility is currently under construction.

Geographically Diverse Property Portfolio. Our portfolio of properties is broadly diversified by geographic location. Our portfolio includes healthcare facilities located in 35 states. In addition, the majority of our 2011 rental and mortgage income was derived from facilities in states that require state approval for development and expansion of healthcare facilities. We believe that such state approvals may limit competition for our operators and enhance the value of our properties.

Large Number of Tenants. Our facilities are operated by 51 different public and private healthcare providers. Except for CommuniCare (12%), Airamid (9%), Signature (8%) and Sun (8%) which together hold approximately 37% of our portfolio (by investment), no other single tenant holds greater than 6% of our portfolio (by investment).

Significant Number of Long-term Leases and Mortgage Loans. At December 31, 2011, approximately 79% of our leases and mortgages had primary terms that expire in 2015 or later. The majority of our leased real estate properties are leased under provisions of master lease agreements. We also lease facilities under single facility leases. The initial terms of both types of leases typically range from 5 to 15 years, plus renewal options.

Item 3 - Legal Proceedings

On January 7, 2010, LCT SE Texas Holdings, L.L.C. ("LCT"), an affiliate of Mariner Health Care and the lessee of four facilities located in the Houston area (the "LCT Facilities"), filed a petition in the District Court of Harris County, Texas (No. 2010-01120) against four landlord entities (the "CSE Entities"), the member interests of which we purchased as part of the December 2009 CapitalSource acquisition. The petition relates to a right of first refusal ("ROFR") under the master lease between LCT and the CSE Entities. The petition alleges, among other things, that (i) the notice of the acquisition of the member's interests of the CSE Entities was not proper under the ROFR provision in the master lease, (ii) the purchase price allocated to the member's interests of the CSE Entities (or the LCT Facilities) pursuant to the CapitalSource Purchase Agreement and specified in the notice to LCT of its ROFR, if any, was not a bona fide offer, did not represent "true market value" and failed to trigger the ROFR and (iii) we tortiously interfered with LCT's right to exercise the ROFR. The petition seeks a declaratory adjudication with respect to the identified claims above, a claim for specific performance permitting LCT to exercise its ROFR and unspecified actual and punitive damages relating to the alleged breach of the master lease by the CSE Entities and tortious interference by us. On April 19, 2011, the court dismissed with prejudice plaintiff's claim against the defendants, all pursuant to a joint motion to dismiss filed by the parties.

Item 4 - Mine Safety Disclosures

Not applicable.

PART II

Item 5 - Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our shares of common stock are traded on the New York Stock Exchange under the symbol "OHI." The following table sets forth, for the periods shown, the high and low prices as reported on the New York Stock Exchange Composite for the periods indicated and cash dividends per common share:

2011				2010			
Quarter	High	Low	Dividends Per Share	Quarter	High	Low	Dividends Per Share
First	\$ 24.000	\$ 21.380	\$ 0.37	First	\$ 21.100	\$ 17.000	\$ 0.32
Second	24.460	19.070	0.38	Second	21.270	17.500	0.32
Third	22.050	14.400	0.40	Third	23.370	19.370	0.36
Fourth	19.870	14.450	0.40	Fourth	23.950	20.350	0.37
			<u>\$ 1.55</u>				<u>\$ 1.37</u>

The closing price for our common stock on the New York Stock Exchange on February 22, 2012 was \$ 21.14 per share. As of February 22, 2012 there were 103,898,612 shares of common stock outstanding with approximately 2,837 registered holders.

The following table provides information about shares available for future issuance under our equity compensation plans as of December 31, 2011.

Equity Compensation Plan Information

Plan category	(a)	(b)	(c)
	Number of securities to be issued upon exercise of outstanding options, warrants and rights (1)	Weighted-average exercise price of outstanding options, warrants and rights (2)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (3)
Equity compensation plans approved by security holders	801,238	\$ —	1,327,553
Equity compensation plans not approved by security holders	—	—	—
Total	801,238	\$ —	1,327,553

(1) Reflects rights to receive 428,503 shares of restricted stock that are subject to vesting, and a maximum of 372,735 shares that could be earned if certain performance conditions are achieved under performance restricted stock units that vest between March 31, 2014 and December 31, 2014.

(2) No exercise price is payable with respect to the restricted stock shares or the performance restricted stock units.

(3) Reflects shares of common stock remaining available for future awards under our 2000 and 2004 Stock Incentive Plans.

The following table provides information about equity repurchases during the fourth quarter of 2011.

Common Stock				
Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)
October 1, 2011 – October 31, 2011(2)	-	\$ -	-	\$ 97,073,932
November 1, 2011 – November 30, 2011	-	-	-	\$ 97,073,932
December 1, 2011 – December 31, 2011	-	-	-	\$ 97,073,932
Total	-	\$ -	-	\$ 97,073,932

- (1) On August 30, 2011, the Company announced that its Board of Directors had authorized the Company to repurchase up to \$100,000,000 shares of its common stock over the subsequent twelve months.
- (2) On September 30, 2011, the Company entered open market transactions to repurchase 183,310 shares of common stock at an average price of \$15.96 per share. This repurchase settled in the ordinary course on October 5, 2011, subsequent to the end of the third quarter of 2011.

Between May 31, 2011 and June 30, 2011, we issued 158,568 shares of our common stock at a weighted average price per share of \$21.27 in cash pursuant to our 2010 ESP. The shelf registration statement on Form S-3 relating to the 2010 ESP expired on April 10, 2011. As a result, these 158,568 shares were inadvertently sold under an expired registration statement and do not appear to qualify for an exemption from registration under the Securities Act of 1933, as amended. No sales under the 2010 ESP were made after June 30, 2011.

Item 6 - Selected Financial Data

The following table sets forth our selected financial data and operating data for our company on a historical basis. The following data should be read in conjunction with our audited consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included elsewhere herein. Our historical operating results may not be comparable to our future operating results. The comparability of our selected financial data is significantly affected by our CapitalSource acquisitions in 2009 and 2010 and our White Pine and Affiliates of CFG acquisitions in 2011. See "Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations – Portfolio and Other Developments."

	Year Ended December 31,				
	2011	2010	2009	2008	2007
	(in thousands, except per share amounts)				
Operating Data					
Revenues from core operations	\$ 292,204	\$ 250,985	\$ 179,008	\$ 169,592	\$ 159,558
Revenues from nursing home operations	-	7,336	18,430	24,170	-
Total revenues	\$ 292,204	\$ 258,321	\$ 197,438	\$ 193,762	\$ 159,558
Income from continuing operations	\$ 52,606	\$ 58,436	\$ 82,111	\$ 77,691	\$ 67,598
Net income available to common stockholders	47,459	49,350	73,025	70,551	59,451
Per share amounts:					
Income from continuing operations:					
Basic	\$ 0.46	\$ 0.52	\$ 0.87	\$ 0.93	\$ 0.88
Diluted	0.46	0.52	0.87	0.93	0.88
Net income available to common stockholders:					
Basic	\$ 0.46	\$ 0.52	\$ 0.87	\$ 0.94	\$ 0.90
Diluted	0.46	0.52	0.87	0.94	0.90
Dividends, Common Stock ⁽¹⁾	\$ 1.55	\$ 1.37	\$ 1.20	\$ 1.19	\$ 1.08
Dividends, Series D Preferred ⁽¹⁾	0.74	2.09	2.09	2.09	2.09
Weighted-average common shares outstanding,					
basic	102,119	94,056	83,556	75,127	65,858
Weighted-average common shares outstanding,					
diluted	102,177	94,237	83,649	75,213	65,886
	As of December 31,				
	2011	2010	2009	2008	2007
Balance Sheet Data					
Gross investments	\$ 2,831,132	\$ 2,504,818	\$ 1,803,743	\$ 1,502,847	\$ 1,322,964
Total assets	2,557,312	2,304,007	1,655,033	1,364,467	1,182,287
Revolving line of credit	272,500	-	94,100	63,500	48,000
Other long-term borrowings	1,278,900	1,176,965	644,049	484,697	525,709
Stockholders' equity	878,484	1,004,066	865,227	787,988	586,127

(1) Dividends per share are those declared and paid during such period.

Item 7 – Management’s Discussion and Analysis of Financial Condition and Results of Operations

Forward-looking Statements, Reimbursement Issues and Other Factors Affecting Future Results

The following discussion should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this document, including statements regarding potential future changes in reimbursement. This document contains forward-looking statements within the meaning of the federal securities laws. These statements relate to our expectations, beliefs, intentions, plans, objectives, goals, strategies, future events, performance and underlying assumptions and other statements other than statements of historical facts. In some cases, you can identify forward-looking statements by the use of forward-looking terminology including, but not limited to, terms such as “may,” “will,” “anticipates,” “expects,” “believes,” “intends,” “should” or comparable terms or the negative thereof. These statements are based on information available on the date of this filing and only speak as to the date hereof and no obligation to update such forward-looking statements should be assumed. Our actual results may differ materially from those reflected in the forward-looking statements contained herein as a result of a variety of factors, including, among other things:

- (i) those items discussed under “Risk Factors” in “Item 1A” of this report;
- (ii) uncertainties relating to the business operations of the operators of our assets, including those relating to reimbursement by third-party payors, regulatory matters and occupancy levels;
- (iii) the ability of any operators in bankruptcy to reject unexpired lease obligations, modify the terms of our mortgages and impede our ability to collect unpaid rent or interest during the process of a bankruptcy proceeding and retain security deposits for the debtors’ obligations;
- (iv) our ability to sell closed or foreclosed assets on a timely basis and on terms that allow us to realize the carrying value of these assets;
- (v) our ability to negotiate appropriate modifications to the terms of our credit facilities;
- (vi) our ability to manage, re-lease or sell any owned and operated facilities;
- (vii) the availability and cost of capital;
- (viii) changes in our credit ratings and the ratings of our debt securities;
- (ix) competition in the financing of healthcare facilities;
- (x) regulatory and other changes in the healthcare sector;
- (xi) the effect of economic and market conditions generally and, particularly, in the healthcare industry;
- (xii) changes in the financial position of our operators;
- (xiii) changes in interest rates;
- (xiv) the amount and yield of any additional investments;
- (xv) changes in tax laws and regulations affecting real estate investment trusts; and
- (xvi) our ability to maintain our status as a real estate investment trust.

Overview

We have one reportable segment consisting of investments in healthcare-related real estate properties. Our core business is to provide financing and capital to the long-term healthcare industry with a particular focus on SNFs located in the United States. Our core portfolio consists of long-term leases and mortgage agreements. All of our leases are “triple-net” leases, which require the tenants to pay all property-related expenses. Our mortgage revenue derives from fixed-rate mortgage loans, which are secured by first mortgage liens on the underlying real estate and personal property of the mortgagor.

On July 7, 2008, through bankruptcy court proceedings, we took ownership and/or possession of 15 facilities which were previously operated by Haven. Prior to July 7, 2008, we had (i) leased eight facilities to Haven under a master lease agreement and (ii) provided mortgage financing to a Haven entity for seven facilities that we had previously consolidated according to accounting rules regarding variable interest entities then in place. As a result of the bankruptcy court judgment, the mortgage on the seven facilities was retired in exchange for ownership of the facilities, and we were also awarded certain other operational assets of Haven. In addition to receiving title to the seven facilities and certain other operational assets, on July 7, 2008, we assumed operating responsibility for the 15 Haven facilities. In July 2008, a new entity (TC Healthcare) was formed to operate these properties on our behalf through the use of an independent contractor. TC Healthcare’s managing member and sole voting member, an individual with experience in operating these types of facilities, has no equity investment at risk and is unrelated to Omega. Omega and TC Healthcare entered into an agreement that required Omega to provide the working capital requirements for TC Healthcare and to absorb the operating losses of TC Healthcare. The agreement also provided Omega with the right to receive the economic benefits of the entity. TC Healthcare is a variable interest entity as the entity does not have sufficient equity investment at risk to support its operations without subordinated financial support. Additionally, Omega has the power to direct the activities of TC Healthcare as Omega has the unilateral right to replace the shareholder. Omega is deemed the primary beneficiary of TC Healthcare as Omega has the controlling economic interest in the entity and therefore, consolidated the operations of TC Healthcare.

Our consolidated financial statements include the accounts of (i) Omega, (ii) all direct and indirect wholly owned subsidiaries of Omega and (iii) TC Healthcare. We consolidate the financial results of TC Healthcare into our financial statements based on the applicable consolidation accounting literature. We include the operating results, assets and liabilities of these facilities for the period of time that TC Healthcare was responsible for the operations of the facilities. Thirteen of these facilities were transitioned from TC Healthcare to a new tenant/operator on September 1, 2008. The two remaining facilities were transitioned to the new tenant/operator on June 1, 2010 upon approval by state regulators of the operating license transfer. The operating revenues and expenses and related operating assets and liabilities of the two facilities are shown on a gross basis in our Consolidated Statements of Operations and Consolidated Balance Sheets, respectively. TC Healthcare was responsible for the collection of the accounts receivable earned and the liabilities incurred prior to the date of the transition to the new tenant/operator. All inter-company accounts and transactions have been eliminated in consolidation of the financial statements.

Our portfolio of investments at December 31, 2011, consisted of 438 healthcare facilities (including six assets held for sale), located in 35 states and operated by 51 third-party operators. Our gross investment in these facilities totaled approximately \$2.8 billion at December 31, 2011, with 99% of our real estate investments related to long-term healthcare facilities. The portfolio is made up of (i) 385 SNFs, (ii) 10 ALFs, (iii) five specialty facilities, (iv) fixed rate mortgages on 32 SNFs and (v) six facilities and one parcel of land that are currently held for sale. At December 31, 2011, we also held other investments of approximately \$53.0 million, consisting primarily of secured loans to third-party operators of our facilities.

Current market and economic conditions, including deficits at both the federal and state level could result in additional cost-cutting at both the federal and state levels resulting in additional reductions to reimbursement rates and levels to our operators under both the Medicare and Medicaid programs. The state deficit could be exacerbated by the potential for increased enrollment in Medicaid due to prolonged high unemployment levels and declining family incomes, which could cause states to reduce state expenditures under their respective state Medicaid programs by lowering reimbursement rates.

We currently believe that our operator coverage ratios are strong and that our operators can absorb moderate reimbursement rate reductions under Medicaid and Medicare and still meet their obligations to us. However, significant limits on the scope of services reimbursed and on reimbursement rates and fees could have a material adverse effect on an operator's results of operations and financial condition, which could adversely affect the operator's ability to meet its obligations to us.

2011 and Recent Highlights

Acquisition and Other Investments

See "*Portfolio and Other Developments*" below for a description of 2011 acquisitions and other investments.

Series D Preferred Stock Redemption

On March 7, 2011, pursuant to authorization from our Board of Directors, we redeemed all of the outstanding shares of our 8.375% Series D Cumulative Redeemable Preferred Stock at a redemption price of \$25 per share plus \$0.21519 per share in accrued and unpaid dividends up to and including the redemption date, for an aggregate redemption price of \$25.21519 per share. Dividends on the shares of Series D Preferred Stock ceased to accrue on and after the redemption date, after which the Series D Preferred Stock ceased to be outstanding.

We borrowed approximately \$103 million under our previous \$320 million senior secured revolving credit facility (the "2010 Credit Facility") to fund the redemption price. In connection with the redemption of the Series D Preferred Stock, we wrote-off \$3.5 million of preferred stock issuance costs that reduced first quarter 2011 net income attributable to common stockholders by approximately \$0.03 per common share.

\$575 Million 6.75% Senior Notes Exchange Offer

On June 2, 2011, we commenced an offer to exchange \$575 million of our 6.75% Senior Notes due 2022 that have been registered under the Securities Act of 1933 for \$575 million of our outstanding 6.75% Senior Notes due 2022, which were issued in October and November 2010 in two separate private placements.

All \$575 million outstanding aggregate principal amount of the initial notes were validly tendered and not withdrawn prior to the expiration of the exchange offer and were exchanged for exchange notes as of July 14, 2011, pursuant to the terms of the exchange offer. The exchange notes are identical in all material respects to the initial notes, except that the issuance of the exchange notes was registered under the Securities Act of 1933 and the provisions of the initial notes relating to transfer restrictions, registration rights and additional interest relating to registrations delays do not apply to the exchange notes.

\$475 Million Unsecured Revolving Credit Facility

On August 16, 2011, we entered into our new \$475 million 2011 Credit Facility and concurrently terminated our 2010 Credit Facility. The 2011 Credit Facility is unsecured and matures in four years, on August 17, 2015. The 2011 Credit Facility includes an "accordion feature" that permits us to expand our borrowing capacity to \$600 million. See "*Liquidity and Capital Resources – Financing Activities and Borrowing Arrangements*" below.

\$100 Million Stock Repurchase Program

On August 30, 2011, Omega's Board of Directors authorized the repurchase of up to \$100 million of our outstanding common stock from time to time over a period of 12 months following such authorization.

We are authorized to repurchase shares of our common stock in open market and privately negotiated transactions at the times, and in the manner and amounts, as determined by Omega's management and in accordance with the pricing guidelines approved by our Board of Directors and applicable law. The timing and amount of stock repurchases will depend on a variety of factors, including market conditions and corporate and regulatory considerations. We have no obligation to repurchase any amount of our common stock, and such repurchases, if any, may be discontinued at any time. We fund stock repurchases under the program with borrowings under the 2011 Credit Facility.

On September 30, 2011, we entered into open market transactions to repurchase 183,310 shares of our common stock at an average price of \$15.96 per share. This repurchase of these common shares settled in the ordinary course on October 5, 2011.

Dividends

On January 13, 2012, the Board of Directors declared a common stock dividend of \$0.41 per share, increasing the quarterly common dividend by \$0.01 per share over the prior quarter, that was paid February 15, 2012 to common stockholders of record on January 31, 2012.

On February 15, 2011, May 16, 2011, August 15, 2011 and November 15, 2011, we paid dividends to our common stockholders in the per share amounts of \$0.37, \$0.38, \$0.40 and \$0.40, for stockholders of record on January 31, 2011, April 29, 2011, August 1, 2011 and October 31, 2011, respectively. We also paid a regular quarterly dividend of approximately \$0.52344 per share on the Series D Preferred Stock on February 15, 2011, for stockholders of record on January 31, 2011, as well as all accrued and unpaid dividends up to and including March 7, 2011, the redemption date of the Series D Preferred Stock.

Portfolio and Other Developments

The partial expiration of certain Medicare rate increases and state cuts to Medicaid reimbursement rates has had an adverse impact on the revenues of the operators of nursing home facilities and could negatively impacted some operators' ability to satisfy their monthly lease or debt payment to us. See "*Item 1 Business - Government Regulation and Reimbursement*" above for further discussion. In several instances, we hold security deposits that can be applied in the event of lease and loan defaults, subject to applicable limitations under bankruptcy law with respect to operators seeking protection under the Bankruptcy Code.

During the fourth quarter of 2011, we completed the following transactions, consisting of approximately \$334 million in new investments:

- \$86 million of new investments with affiliates of Persimmon and White Pine, both of which are new operators to Omega. The investments included (i) the purchase/leaseback of four SNFs located in Maryland (3) and West Virginia (1) for \$61 million including approximately \$1 million to complete renovation at one facility and (ii) mortgages on three SNFs located in Maryland for \$25 million. These seven facilities operate a total of 938 beds. The consideration for the new investments consisted of \$56 million in cash and the assumption of \$30 million in debt guaranteed by HUD with a blended interest rate of approximately 4.9%.

- \$128 million of new investments with Affiliates of CFG, a new operator to Omega. The investments included the purchase/leaseback of 17 SNFs located in Arkansas (12), Florida (1), Colorado (1), Wisconsin (1) and Michigan (2). The consideration for the new investments consisted of \$57 million in cash and the assumption of \$71 million HUD debt related to 15 of the facilities yielding a blended interest rate of approximately 5.7%.
- A \$92.0 million new first mortgage loan with affiliates of Ciena. The loan is secured by 13 SNFs located in Michigan, which operate a total of 1,421 beds. The term of the mortgage is 10 years and it bears an initial interest rate of 11% with fixed escalators in years 4 and 7. The mortgage is cross-defaulted with existing investments with affiliates of Ciena.
- A \$28.0 million, five-year amortizing term loan with affiliates of Signature with an interest rate of 10%.

2009 and 2010 CapitalSource Transactions

On November 17, 2009, we entered into a purchase agreement with CapitalSource, Inc. ("CapitalSource") pursuant to which we agreed to purchase certain CapitalSource subsidiaries owning 80 long-term care facilities and an option to purchase certain other CapitalSource subsidiaries owning an additional 63 long-term care facilities. Our acquisition of the CapitalSource subsidiaries pursuant to the terms of the purchase agreement was conducted in three separate closings: (i) on December 22, 2009, we acquired CapitalSource subsidiaries owning 40 long-term care facilities and an option to acquire an additional 63; (ii) on June 9, 2010, we exercised our option to acquire CapitalSource subsidiaries owning 63 long-term care; and (iii) on June 29, 2010, we acquired CapitalSource subsidiaries owning 40 long-term care.

First Closing

On December 22, 2009, we purchased CapitalSource entities owning 40 facilities for approximately \$271.4 million and an option to purchase CapitalSource entities owning 63 additional facilities for \$25.0 million. The consideration consisted of: (i) approximately \$184.2 million in cash; (ii) 2,714,959 shares of Omega common stock and (iii) the assumption of approximately \$59.4 million of 6.8% mortgage debt maturing on December 31, 2011. We valued the 2,714,959 shares of our common stock at approximately \$52.8 million on December 22, 2009.

The 40 facilities represent 5,264 available beds located in 12 states, and are part of 15 in-place triple net leases among 12 operators. The 12 leases generate approximately \$31 million of annualized revenue.

As of December 31, 2010, we allocated approximately \$282.0 million consisting of land (\$22.5 million), building and site improvements (\$241.9 million) and furniture and fixtures (\$17.6 million). We allocated approximately \$9.5 million to in-place above market leases assumed at the first closing and approximately \$19.8 million to in-place below market leases assumed at the first closing. In 2010 and 2011, net amortization associated with net in-place below market leases assumed at the first closing was approximately \$1.4 million and \$1.3 million, respectively. We estimate the net impact to revenue of amortizing the assumed net in-place below market leases associated with the December 22, 2009 acquisition as follows (in millions):

Less than 1 year	1-3 years	3-5 years	Thereafter
\$1.2	\$2.2	\$1.8	\$2.5

The fair value of the debt assumed approximated face value. We did not record goodwill in connection with this transaction.

HUD Portfolio Closing

On June 29, 2010, we purchased CapitalSource entities owning 40 facilities for approximately \$271 million. We also paid approximately \$15 million for escrow accounts transferred to us at closing. The 40 facilities are encumbered by approximately \$182 million in long-term mortgage financing guaranteed by HUD and \$20 million in subordinated notes. The following summarizes the consideration paid at closing:

- \$65 million in cash;
- \$202 million face value of assumed debt, which includes \$20 million of 9.0% unsecured debt maturing in December 2021, \$53 million of HUD debt at a 6.61% weighted average annual interest rate maturing between January 2036 and May 2040, and \$129 million of new HUD Debt at a 4.85% annual interest rate maturing between January 2040 and January 2045; and

995 thousand shares of our common stock valued at approximately \$19 million on June 29, 2010.

The 40 facilities represent 4,882 available beds located in two states, and are part of 13 in-place triple net leases among two operators. The 13 leases generate approximately \$30 million of annualized revenue.

As of December 31, 2010, we allocated approximately \$313.3 million consisting of land (\$32.3 million), building and site improvements (\$264.1 million) and furniture and fixtures (\$16.9 million). We allocated approximately \$4.9 million to in-place above market leases assumed at the HUD portfolio closing and approximately \$24.1 million to in-place below market leases assumed at the HUD portfolio closing. In 2010 and 2011, net amortization associated with net in-place below market leases assumed at the HUD portfolio closing was approximately \$1.9 million and \$3.5 million, respectively. We estimate the net impact to revenue of amortizing the assumed net in-place below market leases associated with the June 29, 2010 acquisition as follows (in millions):

Less than 1 year	1-3 years	3-5 years	Thereafter
\$3.2	\$5.6	\$3.0	\$2.0

In addition, we recorded approximately \$22.5 million of fair value adjustment related to the above market debt assumed based on the terms of comparable debt. In 2010 and 2011, we amortized approximately \$0.7 million and \$1.4 million for the fair value adjustment, respectively. We estimate amortization will average approximately \$1.3 million per year for the next five years. We did not record goodwill in connection with this transaction.

Option Exercise and Closing

On April 20, 2010, we provided notice of our intent to exercise our Option to acquire CapitalSource entities owning 63 facilities. On June 9, 2010, we completed our purchase of the 63 CapitalSource facilities for an aggregate purchase price of approximately \$293 million in cash. The total purchase price including the purchase option deposit was \$318 million.

The 63 facilities represent 6,607 available beds located in 19 states, and are part of 30 in-place triple net leases among 18 operators. The 30 leases generate approximately \$34 million of annualized revenue.

As of December 31, 2010, we allocated approximately \$328.9 million consisting of land (\$35.8 million), building and site improvements (\$276.0 million) and furniture and fixtures (\$17.1 million). We allocated approximately \$8.2 million to in-place above market leases assumed and approximately \$18.8 million to in-place below market leases assumed at the Option portfolio closing. In 2010 and 2011, net amortization associated with net in-place below market leases assumed at the Option portfolio closing was approximately \$0.7 million and \$1.3 million, respectively. We estimate the net impact to revenue of amortizing the assumed net in-place below market leases associated with the June 9, 2010 acquisition as follows:

Less than 1 year	1-3 years	3-5 years	Thereafter
\$0.9	\$2.2	\$2.3	\$3.3

We did not record goodwill in connection with this transaction.

Results of Operations

The following is our discussion of the consolidated results of operations, financial position and liquidity and capital resources, which should be read in conjunction with our audited consolidated financial statements and accompanying notes.

Year Ended December 31, 2011 compared to Year Ended December 31, 2010

Operating Revenues

Our operating revenues for the year ended December 31, 2011, were \$292.2 million, an increase of \$33.9 million over the same period in 2010. Following is a description of certain of the changes in operating revenues for the year ended December 31, 2011:

- Rental income was \$273.5 million, an increase of \$40.7 million over the same period in 2010. The increase was primarily due to: (i) the June 2010 CapitalSource acquisitions; and to a lesser degree (ii) the White Pine and Affiliates of CFG acquisitions in the fourth quarter of 2011 and (iii) new lease amendments and the impact of incremental revenue associated with capital expenditures.
- Mortgage interest income totaled \$16.3 million, an increase of \$5.9 million over the same period in 2010. The increase was primarily due to (i) a \$92.0 million first mortgage loan that we entered with an operator in November 2011; (ii) a \$25.0 million first mortgage loan that we entered with a new operator in October 2011; (iii) two new construction-to-permanent mortgage loans that we entered into with an operator in August 2010; (iv) a \$15.9 million first mortgage loan that we entered into with an operator in December 2010 and (v) a \$5.0 million first mortgage loan that we entered into with an operator in September 2011.
- Other investment income totaled \$2.1 million, a decrease of \$1.9 million over the same period in 2010. The decrease was primarily the result of the \$1.2 million income received from two mortgage - backed notes that were retired during the second quarter of 2010 and a reduction in the weighted average balance of notes outstanding, due in part, to loan repayment.
- Miscellaneous revenue was \$0.3 million, a decrease of \$3.5 million over the same period in 2010. The decrease was primarily due to a \$3.7 million settlement with one of our prior operators in February 2010 for breach of contract related to failure to pay rent.
- No nursing home revenues of owned and operated assets were recorded in 2011, compared to \$7.3 million for the same period in 2010. The decrease was due to the deconsolidation of two owned and operated facilities effective June 1, 2010.

Operating Expenses

Operating expenses for the year ended December 31, 2011, were \$154.4 million, an increase of approximately \$45.0 million over the same period in 2010. Following is a description of certain of the changes in our operating expenses for the year ended December 31, 2010:

- Our depreciation and amortization expense was \$100.3 million, compared to \$84.6 million for the same period in 2010. The increase primarily due to (i) the CapitalSource acquisitions in June 2010; and to a lesser degree (ii) the White Pine and Affiliates of CFG acquisitions in the fourth quarter of 2011 and (iii) additional capital renovation and improvement program throughout 2010 and 2011, partially offset by a reduction in depreciation expense associated with the impairments of the Connecticut facilities, the Murphy Healthcare III, LTC property and the Health and Hospital Corporation property.
- Our general and administrative expense, excluding stock-based compensation expense was \$13.4 million, compared to \$12.8 million for the same period in 2010. The increase was primarily due to increased costs associated with the closed Connecticut facilities.
- Our restricted stock-based compensation expense was \$6.0 million, an increase of \$3.8 million over the same period in 2010. The increase was primarily due to a new 2011 restricted stock grant for the employees.
- In 2011, we recorded \$26.3 million of provision for impairment, compared to \$0.2 million for the same period in 2010. The \$26.3 million provision of impairment in 2011 primarily resulted from (i) a \$24.4 million impairment on four closed Connecticut properties and (ii) three other facilities that have been or will be closed.
- The \$6.4 million provision for uncollectible mortgages, notes and accounts receivable in 2011 related the write-off of Formation Capital, LLC ("Formation") straight line rent of \$1.1 million and lease inducement of \$3.0 million during the second quarter of 2011. In addition, during the fourth quarter of 2011, we recorded a \$2.3 million write-off associated with our Formation working capital note.
- Nursing home expenses of owned and operated assets was \$0.6 million, a decrease of \$7.3 million over the same period in 2010. The decrease was due to the deconsolidation of two owned and operated facilities effective June 1, 2010. The 2011 cost relates to run-off costs.

Other Income (Expense)

For the year ended December 31, 2011, total other expenses were \$86.9 million, a decrease of approximately \$3.6 million over the same period in 2010. The increase in interest expense of approximately \$13.8 million was primarily due to an increase in borrowings outstanding, including debt assumed or incurred to finance the CapitalSource acquisitions in 2010, the White Pine and Affiliates of CFG acquisitions during the fourth quarter of 2011 and to fund the Ciena and White Pine mortgages. This was offset by (i) a decrease of \$16.4 million in refinancing related costs which included (a) the write-off of \$3.5 million during the second quarter of 2010 associated with the termination of our \$200 million 2009 Credit Facility, (b) the write-off of \$2.2 million during the fourth quarter of 2010 associated with the termination of our \$100 million GECC loan and payment of a \$3.0 million prepayment penalty premium, and (c) a penalty payment and costs of approximately \$8.2 million and the write-off of approximately \$2.6 million during the fourth quarter of 2010 associated with the tender offer and retirement of our outstanding \$310 million 7% Senior Notes due 2014, as compared to the write-off of \$3.1 million during 2011 associated with the termination of the \$320 million 2010 Credit Facility and (ii) a decrease of \$1.1 million in amortization of deferred financing costs related to: (a) the termination of the \$200 million 2009 Credit Facility, (b) the \$100 million GECC term loan payoff in October 2010 and (c) the redemption of our outstanding \$310 million senior notes in December 2010.

2011 Taxes

Because we qualify as a REIT, we generally are not subject to Federal income taxes on the REIT taxable income that we distribute to stockholders, subject to certain exceptions. For tax year 2011, we made preferred and common dividend payments of \$161.9 million to satisfy REIT requirements relating to qualifying income. Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The TRS had a net operating loss carry-forward as of December 31, 2011 of \$1.1 million. The loss carry-forward was fully reserved with a valuation allowance due to uncertainties regarding realization. We recorded interest and penalty charges associated with tax matters as income tax expense.

Income from Continuing Operations

Income from continuing operations for the year ended December 31, 2011 was \$52.6 million compared to \$58.4 million for the same period in 2010.

Funds From Operations

Our funds from operations available to common stockholders ("FFO"), for the year ended December 31, 2011, was \$172.5 million, compared to \$134.1 million for the same period in 2010.

We calculate and report FFO in accordance with the definition and interpretive guidelines issued by the National Association of Real Estate Investment Trusts ("NAREIT"), and, consequently, FFO is defined as net income available to common stockholders, adjusted for the effects of asset dispositions and certain non-cash items, primarily depreciation and amortization and impairment on real estate assets. We believe that FFO is an important supplemental measure of our operating performance. Because the historical cost accounting convention used for real estate assets requires depreciation (except on land), such accounting presentation implies that the value of real estate assets diminishes predictably over time, while real estate values instead have historically risen or fallen with market conditions. The term FFO was designed by the real estate industry to address this issue. FFO herein is not necessarily comparable to FFO of other REITs that do not use the same definition or implementation guidelines or interpret the standards differently from us.

FFO is a non-GAAP financial measure. We use FFO as one of several criteria to measure the operating performance of our business. We further believe that by excluding the effect of depreciation, amortization, impairment on real estate assets and gains or losses from sales of real estate, all of which are based on historical costs and which may be of limited relevance in evaluating current performance, FFO can facilitate comparisons of operating performance between periods and between other REITs. We offer this measure to assist the users of our financial statements in evaluating our financial performance under GAAP, and FFO should not be considered a measure of liquidity, an alternative to net income or an indicator of any other performance measure determined in accordance with GAAP. Investors and potential investors in our securities should not rely on this measure as a substitute for any GAAP measure, including net income.

The following table presents our FFO results for the years ended December 31, 2011 and 2010:

	Year Ended December 31,	
	2011	2010
	(in thousands)	
Net income available to common	\$ 47,459	\$ 49,350
(Deduct gain) add back loss from real estate dispositions	(1,670)	4
	45,789	49,354
Elimination of non-cash items included in net income:		
Depreciation and amortization	100,337	84,623
Add back impairments on real estate properties	26,344	155
Funds from operations available to common stockholders	\$ 172,470	\$ 134,132

Year Ended December 31, 2010 compared to Year Ended December 31, 2009

Operating Revenues

Our operating revenues for the year ended December 31, 2010, were \$258.3 million, an increase of \$60.9 million over the same period in 2009. Following is a description of certain of the changes in operating revenues for the year ended December 31, 2010:

- Rental income was \$232.8 million, an increase of \$68.3 million over the same period in 2009. The increase was primarily due to: (i) the CapitalSource acquisitions and (ii) the conversion of 4 facilities from our mortgage loan portfolio to leased properties portfolio. In February 2010, we took possession of 4 facilities through a deed-in-lieu of foreclosure process with one of our mortgagees. We have entered into a long-term lease with a third party tenant to operate these facilities.
- Mortgage interest income totaled \$10.4 million, a decrease of \$1.2 million over the same period in 2009. The decrease was primarily the result of the deed-in-lieu of foreclosure for one of our operators discussed above in rental income.
- Other investment income totaled \$3.9 million, an increase of \$1.4 million over the same period in 2009. The increase was primarily the result of the \$1.2 million income received from two mortgage back certificate notes that were retired during the second quarter of 2010.
- Miscellaneous revenue was \$3.9 million, an increase of \$3.4 million over the same period in 2009. The increase was primarily due to a settlement with one of our prior operators in February 2010 for breach of contract related to failure to pay rent.
- Nursing home revenues of owned and operated assets was \$7.3 million, a decrease of \$11.1 million over the same period in 2009. The decrease was due to the deconsolidation of two owned and operated facilities effective June 1, 2010.

Operating Expenses

Operating expenses for the year ended December 31, 2010, were \$109.4 million, an increase of approximately \$27.8 million over the same period in 2009. Following is a description of certain of the changes in our operating expenses for the year ended December 31, 2010:

- Our depreciation and amortization expense was \$84.6 million, compared to \$44.7 million for the same period in 2009. The increase was primarily associated with the CapitalSource acquisitions.

- Our general and administrative expense, excluding stock-based compensation expense was \$12.8 million, compared to \$9.8 million for the same period in 2009. The increase was primarily due to increased costs associated with the CapitalSource transaction, including payroll and payroll related expense, additional audit expense related to the HUD portfolio and taxes related to the acquisition.
- Our restricted stock-based compensation expense was \$2.2 million, an increase of \$0.3 million over the same period in 2009. The increase was primarily due to a modification to the vesting portion of performance targets for our 2009 performance restricted stock units.
- Nursing home expenses of owned and operated assets was \$8.0 million, a decrease of \$12.6 million over the same period in 2009. The decrease was due to the deconsolidation of two owned and operated facilities effective June 1, 2010.

Other Income (Expense)

For the year ended December 31, 2010, total other expenses were \$90.5 million, an increase of approximately \$56.0 million over the same period in 2009. The increase in interest expense of approximately \$31.2 million was primarily due to an increase in borrowings outstanding, including debt assumed to finance the CapitalSource acquisitions. The increase also included (i) \$1.3 million in amortization of deferred financing costs related to the additional debt issued to finance the CapitalSource acquisitions and (ii) \$19.0 million in interest refinancing costs. The increase in refinancing related costs relate to the (i) write-off of \$3.5 million during the second quarter of 2010 associated with the termination of our \$200 million revolving senior secured credit facility compared to a write-off of \$0.5 million of deferred costs associated with the termination of our \$255 million credit facility in June 2009, (ii) write-off of \$2.2 million during the fourth quarter of 2010 associated with the termination of our \$100 million GECC loan and payment of a \$3.0 million prepayment penalty premium, and (iii) penalty payment and costs of approximately \$8.2 million and the write-off of approximately \$2.6 million during the fourth quarter of 2010 associated with the tender offer and retirement of our outstanding \$310 million 7% Senior Notes due 2014. In addition, during the first quarter of 2009, we received \$4.5 million in cash for a legal settlement.

2010 Taxes

Because we qualify as a REIT, we generally are not subject to Federal income taxes on the REIT taxable income that we distribute to stockholders, subject to certain exceptions. For tax year 2010, we made preferred and common dividend payments of \$138.9 million to satisfy REIT requirements relating to qualifying income. We are permitted to own up to 100% of a TRS. Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The TRS had a net operating loss carry-forward as of December 31, 2010 of \$1.1 million. The loss carry-forward was fully reserved with a valuation allowance due to uncertainties regarding realization. We recorded interest and penalty charges associated with tax matters as income tax expense.

Income from Continuing Operations

Income from continuing operations for the year ended December 31, 2010 was \$58.4 million compared to \$82.1 million for the same period in 2009.

Funds From Operations

Our FFO, for the year ended December 31, 2010, was \$134.1 million, compared to \$117.1 million for the same period in 2009.

We calculate and report FFO in accordance with the definition and interpretive guidelines issued by the NAREIT, and, consequently, FFO is defined as net income available to common stockholders, adjusted for the effects of asset dispositions and certain non-cash items, primarily depreciation and amortization and impairment on real estate assets. We believe that FFO is an important supplemental measure of our operating performance. Because the historical cost accounting convention used for real estate assets requires depreciation (except on land), such accounting presentation implies that the value of real estate assets diminishes predictably over time, while real estate values instead have historically risen or fallen with market conditions. The term FFO was designed by the real estate industry to address this issue. FFO herein is not necessarily comparable to FFO of other REITs that do not use the same definition or implementation guidelines or interpret the standards differently from us.

FFO is a non-GAAP financial measure. We use FFO as one of several criteria to measure the operating performance of our business. We further believe that by excluding the effect of depreciation, amortization, impairment on real estate assets and gains or losses from sales of real estate, all of which are based on historical costs and which may be of limited relevance in evaluating current performance, FFO can facilitate comparisons of operating performance between periods and between other REITs. We offer this measure to assist the users of our financial statements in evaluating our financial performance under GAAP, and FFO should not be considered a measure of liquidity, an alternative to net income or an indicator of any other performance measure determined in accordance with GAAP. Investors and potential investors in our securities should not rely on this measure as a substitute for any GAAP measure, including net income.

The following table presents our FFO results for the years ended December 31, 2010 and 2009:

	Year Ended December 31,	
	2010	2009
	(in thousands)	
Net income available to common	\$ 49,350	\$ 73,025
Add back loss (deduct gain) from real estate dispositions	4	(753)
	49,354	72,272
Elimination of non-cash items included in net income:		
Depreciation and amortization	84,623	44,694
Add back impairments on real estate properties	155	159
Funds from operations available to common stockholders	\$ 134,132	\$ 117,125

Liquidity and Capital Resources

At December 31, 2011, we had total assets of \$2.6 billion, stockholders' equity of \$0.9 billion and debt of \$1.6 billion, with such debt representing approximately 63.8% of total capitalization.

The following table shows the amounts due in connection with the contractual obligations described below as of December 31, 2011.

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in thousands)				
Debt ⁽¹⁾	\$ 1,522,058	\$ 4,188	\$ 9,141	\$ 457,688	\$ 1,051,041
Interest payments on long-term debt	931,927	90,647	180,579	162,691	498,010
Operating lease obligations ⁽²⁾	2,399	304	632	668	795
Total	\$ 2,456,384	\$ 95,139	\$ 190,352	\$ 621,047	\$ 1,549,846

- (1) The \$1.5 billion of debt outstanding includes \$272.5 million in borrowings under the 2011 Credit Facility due in August 2015, \$175 million aggregate principal amount of 7% Senior Notes due January 2016, \$200 million aggregate principal amount of 7.5% Senior Notes due February 2020, \$575 million aggregate principal amount of 6.75% Senior Notes due October 2022, \$20 million of 9.0% subordinated debt maturing in December 2021, \$52 million of HUD debt at a 6.61% weighted average annual interest rate maturing between January 2036 and May 2040, \$126 million of HUD Debt at a 4.85% annual interest rate and maturing between January 2040 and January 2045, \$71 million of HUD debt at a 5.70% weighted average annual interest rate maturing between October 2029 and July 2044 and \$30 million of HUD debt at a 4.87% weighted average annual interest rate maturing between March 2036 and September 2040.

- (2) Relates primarily to the lease at the corporate headquarters.

Financing Activities and Borrowing Arrangements

\$575 Million 6.75% Senior Notes Exchange Offer

On June 2, 2011, we commenced an offer to exchange \$575 million of our 6.75% Senior Notes due 2022 that have been registered under the Securities Act of 1933 for \$575 million of our outstanding 6.75% Senior Notes due 2022, which were issued in October and November 2010 in two separate private placements.

All \$575 million outstanding aggregate principal amount of the initial notes were validly tendered and not withdrawn prior to the expiration of the exchange offer, and were exchanged for exchange notes as of July 14, 2011, pursuant to the terms of the exchange offer. The exchange notes are identical in all material respects to the initial notes, except that the issuance of the exchange notes was registered under the Securities Act of 1933 and the provisions of the initial notes relating to transfer restrictions, registration rights and additional interest relating to registrations delays do not apply to the exchange notes.

2010 Credit Facility

On August 16, 2011, we terminated our 2010 Credit Facility and recorded a non-cash charge of approximately \$3.1 million relating to the write-off of deferred financing costs associated with the termination of the 2010 Credit Facility for the three month period ended September 30, 2011.

2011 Credit Facility

On August 16, 2011, concurrent with the termination of our 2010 Credit Facility, we entered into our new \$475 million 2011 Credit Facility. The 2011 Credit Facility matures in four years, on August 17, 2015. The 2011 Credit Facility includes an "accordion feature" that permits us to expand our borrowing capacity to \$600 million.

At December 31, 2011, we had \$272.5 million outstanding under the 2011 Credit Facility, and no letters of credit outstanding, leaving availability of \$202.5 million. For the year ended December 31, 2011, the weighted average interest rate was 2.85%.

The 2011 Credit Facility is priced at LIBOR plus an applicable percentage (ranging from 225 basis points to 300 basis points) based on our consolidated leverage. In the event the Company achieves at least two investment grade ratings from Standard & Poor's, Moody's and/or Fitch Ratings, the 2011 Credit Facility will be priced at LIBOR plus an applicable percentage ranging from 150 basis points to 210 basis points (including a facility fee). The Company's applicable percentage above LIBOR was 250 basis points at December 31, 2011 under the 2011 Credit Facility. The 2011 Credit Facility is used for acquisitions and general corporate purposes.

The 2011 Credit Facility contains customary affirmative and negative covenants, including, without limitation, maintenance of REIT status and limitations on: indebtedness; investments; liens; mergers and consolidations; sales of assets; transactions with affiliates; negative pledges; prepayment of debt; use of proceeds; changes in lines of business; repurchases of the Company's capital stock if a default or event of default occurs. In addition, the 2011 Credit Facility contains financial covenants including, without limitation, those relating to maximum total leverage, maximum secured leverage, maximum unsecured leverage, minimum fixed charge coverage, minimum consolidated tangible net worth, minimum unsecured debt yield, minimum unsecured interest coverage and maximum distributions. As of December 31, 2011, we were in compliance with all affirmative and negative covenants, including financial covenants.

\$100 Million Stock Repurchase Program

On August 30, 2011, Omega's Board of Directors authorized the repurchase of up to \$100 million of its outstanding common stock from time to time over a period of 12 months following such authorization.

We are authorized to repurchase shares of our common stock in open market and privately negotiated transactions at the times, and in the manner and amounts, as determined by Omega's management and in accordance with the pricing guidelines approved by our Board of Directors and applicable law. The timing and amount of stock repurchases will depend on a variety of factors, including market conditions and corporate and regulatory considerations. We have no obligation to repurchase any amount of our common stock, and such repurchases, if any, may be discontinued at any time. We fund stock repurchases under the program with borrowings under the 2011 Credit Facility.

On September 30, 2011, we entered into open market transactions to repurchase 183,310 shares of our common stock at an average price of \$15.96 per share. This repurchase of these common shares settled in the ordinary course on October 5, 2011.

White Pine Mortgages Assumption

In connection with the October 31, 2011 White Pine acquisition, we assumed approximately \$30 million in HUD - guaranteed indebtedness, which bears an interest ratio of 4.9% (weighted-average) and matures between March 2036 and August 2040.

Affiliates of CFG Mortgage Assumption

In connection with the December 23, 2011, Affiliates of CFG acquisitions, we assumed approximately \$71 million in HUD - guaranteed indebtedness, which bears an interest ratio of 5.7% (weighted average) and matures between October 2029 and July 2044.

Dividends

In order to qualify as a REIT, we are required to distribute dividends (other than capital gain dividends) to our stockholders in an amount at least equal to (A) the sum of (i) 90% of our "REIT taxable income" (computed without regard to the dividends paid deduction and our net capital gain), and (ii) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of non-cash income. In addition, if we dispose of any built-in gain asset during a recognition period, we will be required to distribute at least 90% of the built-in gain (after tax), if any, recognized on the disposition of such asset. Such distributions must be paid in the taxable year to which they relate, or in the following taxable year if declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after such declaration. In addition, such distributions are required to be made pro rata, with no preference to any share of stock as compared with other shares of the same class, and with no preference to one class of stock as compared with another class except to the extent that such class is entitled to such a preference. To the extent that we do not distribute all of our net capital gain or do distribute at least 90%, but less than 100% of our "REIT taxable income" as adjusted, we will be subject to tax thereon at regular ordinary and capital gain corporate tax rates.

In addition, our 2011 Credit Facility has certain financial covenants that limit the distribution of dividends paid during a fiscal quarter to no more than 95% of our aggregate cumulative FFO as defined in the credit agreement, unless a greater distribution is required to maintain REIT status. Solely for purposes of the credit agreement, FFO is defined as net income (or loss) plus depreciation and amortization, adjusted to exclude gains or losses resulting from: (i) restructuring our debt; (ii) sales of property; (iii) sales or redemptions of preferred stock; (iv) revenue or expenses related to owned and operated assets; (v) cash litigation charges up to \$10.0 million over the term of the credit agreement; (vi) non-cash charges associated with the write-down of accounts due to straight-line rent; (vii) other non-cash charges for accounts and notes receivable up to \$20.0 million over the term of the credit agreement; (viii) certain non-cash compensation related expenses; (ix) non-cash real property impairment charges; (x) non-cash charges associated with the sale or settlement of derivative instruments; and (xi) charges related to acquisition deal-related costs.

In 2011, we paid dividends of \$1.55 per share of common stock and \$0.74 per share of preferred stock. In 2011, we paid a total of \$161.9 million in dividends to common and preferred stockholders.

Common Dividends

On January 13, 2012, the Board of Directors declared a common stock dividend of \$0.41 per share, increasing the quarterly common dividend by \$0.01 per share over the prior quarter, that was paid February 15, 2012 to common stockholders of record on January 31, 2012.

On October 13, 2011, the Board of Directors declared a common stock dividend of \$0.40 per share that was paid November 15, 2011 to common stockholders of record on October 31, 2011.

On July 14, 2011, the Board of Directors declared a common stock dividend of \$0.40 per share, increasing the quarterly common dividend by \$0.02, or 5.3%, per share over the prior quarter, that was paid August 15, 2011 to common stockholders of record on August 1, 2011.

On April 14, 2011, the Board of Directors declared a common stock dividend of \$0.38 per share, increasing the quarterly common dividend by \$0.01 per share over the prior quarter, that was paid May 16, 2011 to common stockholders of record on April 29, 2011.

On January 14, 2011, the Board of Directors declared a common stock dividend of \$0.37 per share that was paid February 15, 2011 to common stockholders of record on January 31, 2011.

Series D Preferred Dividends

On January 14, 2011, the Board of Directors declared a regular quarterly dividend of approximately \$0.52344 per preferred share on the Series D Preferred Stock that was paid February 15, 2011 to preferred stockholders of record on January 31, 2011.

Redemption of Series D Preferred Stock

On March 7, 2011, pursuant to authorization from our Board of Directors, we redeemed all of the outstanding shares of our 8.375% Series D Cumulative Redeemable Preferred Stock at a redemption price of \$25 per share plus \$0.21519 per share in accrued and unpaid dividends up to and including the redemption date, for an aggregate redemption price of \$25.21519 per share. Dividends on the shares of Series D Preferred Stock ceased to accrue on and after the redemption date, after which the Series D Preferred Stock ceased to be outstanding.

We borrowed approximately \$103 million under our previous 2010 Credit Facility to fund the redemption price. In connection with the redemption of the Series D Preferred Stock, we wrote-off \$3.5 million of preferred stock issuance costs that reduced first quarter 2011 net income attributable to common stockholders by approximately \$0.03 per common share.

Liquidity

We believe our liquidity and various sources of available capital, including cash from operations, our existing availability under our 2011 Credit Facility and expected proceeds from mortgage payoffs are more than adequate to finance operations, meet recurring debt service requirements and fund future investments through the next twelve months.

We regularly review our liquidity needs, the adequacy of cash flow from operations, and other expected liquidity sources to meet these needs. We believe our principal short-term liquidity needs are to fund:

- normal recurring expenses;
- debt service payments;
- common stock dividends; and
- growth through acquisitions of additional properties.

The primary source of liquidity is our cash flows from operations. Operating cash flows have historically been determined by: (i) the number of facilities we lease or have mortgages on; (ii) rental and mortgage rates; (iii) our debt service obligations; and (iv) general and administrative expenses. The timing, source and amount of cash flows provided by financing activities and used in investing activities are sensitive to the capital markets environment, especially to changes in interest rates. Changes in the capital markets environment may impact the availability of cost-effective capital and affect our plans for acquisition and disposition activity.

Cash and cash equivalents totaled \$0.4 million as of December 31, 2011, a decrease of \$6.6 million as compared to the balance at December 31, 2010. The following is a discussion of changes in cash and cash equivalents due to operating, investing and financing activities, which are presented in our Consolidated Statement of Cash Flows.

Operating Activities – Net cash flow from operating activities generated \$169.8 million for the year ended December 31, 2011, as compared to \$157.6 million for the same period in 2010, an increase of \$12.2 million. The increase was primarily due to the full year impact of rental revenue from the June 2010 acquisition of 103 facilities from CapitalSource and additional revenue associated with the 2011 White Pine and Affiliates of CFG acquisitions and the placement of additional mortgages, offset by additional interest associated with financing the acquisition and new mortgages.

Investing Activities – Net cash flow from investing activities was an outflow of \$257.6 million for year ended December 31, 2011, as compared to an outflow of \$394.8 million for the same period in 2010. The decrease in cash outflow from investing activities relates primarily to the change in acquisition activities. During the year ended December 31, 2010, we acquired \$343.2 million real estate facilities, placed \$20.7 million in new mortgages and invested \$36.0 million in capital improvement projects. During the year ended December 31, 2011, we acquired \$86.7 million real estate facilities, placed five mortgage and construction-to-permanent mortgage loans for approximate \$130.0 million and invested \$19.6 million in capital improvement projects.

Financing Activities – Net cash flow from financing activities was an inflow of \$81.3 million for the year ended December 31, 2011, as compared to an inflow of \$242.0 million for the same period in 2010. The decrease in cash inflow of \$160.7 million from financing activities was primarily a result of: (i) net proceeds of \$196.6 million of our 7.5% Senior Notes due 2020 issued in February 2010, net proceeds of \$222.7 million of our 6.75% Senior Notes due 2022 issued in October 2010 and \$360.5 million of our 6.75% Senior Notes due 2022 issued in November 2010; (ii) net proceeds of \$138.8 million from our common stock issued through our Equity Shelf Program in 2010 compared to \$31.2 million in 2011. Offsetting these decreases were (i) approximately \$470.5 million payment in 2010 related to the (a) repayment of \$59.4 million during the first quarter of 2010 of debt assumed as part of the December 22, 2009 CapitalSource acquisition, (b) tender offer payment of our outstanding \$310 million Senior Notes due 2014 in November 2010 and (c) payoff of \$100 million GECC term loan in October 2010; (ii) increase in dividend payments of \$23.0 million due to an increase in the number of shares outstanding and dividends per share in 2011 compared to 2010; (iii) \$108.6 million redemption of our preferred stock through the use of our prior 2010 Credit Facility in 2011; and (vi) in 2010, we paid \$31.6 million related to deferred financing costs and refinancing costs primarily associated with the (a) issuance of our \$200 million 7.5% Senior Notes due 2020 in February 2010 and the 2010 Credit Facility in April 2010, (b) issuance of our \$225 million 6.75% Senior Notes due 2022 in October 2010 and our \$350 million 6.75% Senior Notes due 2022 in November 2010 and (c) prepayment penalty premium of \$3.0 million for paying off \$100 million GECC term loan prior to its maturity and approximately \$7.7 million penalty payment associated with the tender offer of our outstanding \$310 million Senior Notes due 2014, compared to \$2.6 million we paid in 2011 and (v) \$2.9 million repurchase of our common stock in 2011 under our \$100 Million Stock Repurchase Program.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (“GAAP”) in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Our significant accounting policies are described in “*Note 2 – Summary of Significant Accounting Policies.*” These policies were followed in preparing the consolidated financial statements for all periods presented. Actual results could differ from those estimates.

We have identified four significant accounting policies that we believe are critical accounting policies. These critical accounting policies are those that have the most impact on the reporting of our financial condition and those requiring significant assumptions, judgments and estimates. With respect to these critical accounting policies, we believe the application of judgments and assessments is consistently applied and produces financial information that fairly presents the results of operations for all periods presented. The four critical accounting policies are:

Revenue Recognition

We have various different investments that generate revenue, including leased and mortgaged properties, as well as, other investments, including working capital loans. We recognized rental income and mortgage interest income and other investment income as earned over the terms of the related master leases and notes, respectively.

Substantially all of our leases contain provisions for specified annual increases over the rents of the prior year and are generally computed in one of three methods depending on specific provisions of each lease as follows: (i) a specific annual increase over the prior year’s rent, generally between 2.0% and 3.0%; (ii) an increase based on the change in pre-determined formulas from year to year (i.e., such as increases in the CPI); or (iii) specific dollar increases over prior years. Revenue under lease arrangements with fixed and determinable increases is recognized over the term of the lease on a straight-line basis. The authoritative guidance does not provide for the recognition of contingent revenue until all possible contingencies have been eliminated. We consider the operating history of the lessee, the payment history, the general condition of the industry and various other factors when evaluating whether all possible contingencies have been eliminated. We do not include contingent rents as income until the contingencies are resolved.

In the case of rental revenue recognized on a straight-line basis, we generally record reserves against earned revenues from leases when collection becomes questionable or when negotiations for restructurings of troubled operators result in significant uncertainty regarding ultimate collection. The amount of the reserve is estimated based on what management believes will likely be collected. We continually evaluate the collectability of our straight-line rent assets. If it appears that we will not collect future rent due under our leases, we will record a provision for loss related to the straight-line rent asset.

Gains on sales of real estate assets are recognized in accordance with the authoritative guidance for sales of real estate. The specific timing of the recognition of the sale and the related gain is measured against the various criteria in the guidance related to the terms of the transactions and any continuing involvement associated with the assets sold. To the extent the sales criteria are not met, we defer gain recognition until the sales criteria are met.

Nursing home revenues of owned and operated assets consist of long-term care revenues, rehabilitation therapy services revenues, temporary medical staffing services revenues and other ancillary services revenues. The revenues are recognized as services are provided. Revenues are recorded net of provisions for discount arrangements with commercial payors and contractual allowances with third-party payors, primarily Medicare and Medicaid. Revenues realizable under third-party payor agreements are subject to change due to examination and retroactive adjustment. Estimated third-party payor settlements are recorded in the period the related services are rendered. The methods of making such estimates are reviewed periodically, and differences between the net amounts accrued and subsequent settlements or estimates of expected settlements are reflected in the current period results of operations. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. For additional information, see "Note 4 – Owned and Operated Assets."

Depreciation and Asset Impairment

Under GAAP, real estate assets are stated at the lower of depreciated cost or fair value, if deemed impaired. Depreciation is computed on a straight-line basis over the estimated useful lives of 20 to 40 years for buildings and improvements and three to 10 years for furniture, fixtures and equipment. Management periodically, but not less than annually, evaluates our real estate investments for impairment indicators, including the evaluation of our assets' useful lives. The judgment regarding the existence of impairment indicators is based on factors such as, but not limited to, market conditions, operator performance and legal structure. If indicators of impairment are present, management evaluates the carrying value of the related real estate investments in relation to the future undiscounted cash flows of the underlying facilities. Provisions for impairment losses related to long-lived assets are recognized when expected future undiscounted cash flows are determined to be permanently less than the carrying values of the assets. An adjustment is made to the net carrying value of the leased properties and other long-lived assets for the excess of historical cost over fair value. The fair value of the real estate investment is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses. All impairments are taken as a period cost at that time, and depreciation is adjusted going forward to reflect the new value assigned to the asset.

If we decide to sell rental properties or land holdings, we evaluate the recoverability of the carrying amounts of the assets. If the evaluation indicates that the carrying value is not recoverable from estimated net sales proceeds, the property is written down to estimated fair value less costs to sell. Our estimates of cash flows and fair values of the properties are based on current market conditions and consider matters such as rental rates and occupancies for comparable properties, recent sales data for comparable properties, and, where applicable, contracts or the results of negotiations with purchasers or prospective purchasers.

For the years ended December 31, 2011, 2010, and 2009, we recognized impairment losses of \$26.3 million, \$0.2 million and \$0.2 million, respectively. The impairments are primarily the result of closing facilities or updating the estimated proceeds we expect for the sale of closed facilities.

Loan Impairment

Management, periodically but not less than annually, evaluates our outstanding loans and notes receivable. When management identifies potential loan impairment indicators, such as non-payment under the loan documents, impairment of the underlying collateral, financial difficulty of the operator or other circumstances that may impair full execution of the loan documents, and management believes it is probable that all amounts will not be collected under the contractual terms of the loan, the loan is written down to the present value of the expected future cash flows. In cases where expected future cash flows are not readily determinable, the loan is written down to the fair value of the collateral. The fair value of the loan is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses.

We account for impaired loans using (a) the cost-recovery method, and/or (b) the cash basis method. We generally utilize the cost recovery method for impaired loans for which impairment reserves were recorded. We utilize the cash basis method for impairment loans for which no impairment reserves were recorded because the net present value of the discounted cash flows and/or the underlying collateral supporting the loan were equal to or exceeded the book value of the loans. Under the cost recovery method, we apply cash received against the outstanding loan balance prior to recording interest income. Under the cash basis method, we apply cash received to interest income. As of December 31, 2011 and 2010, we had loan loss reserve totaling \$2.0 million and \$2.2 million, respectively. In 2011, we recorded provisions for loan losses of \$2.3 million. In 2010 and 2009 we did not record provisions for loan losses or charge-offs related to our mortgage or note receivable portfolios. For additional information see "Note 5 – Mortgage Notes Receivable" and "Note 6 – Other Investments."

Assets Held for Sale and Discontinued Operations

The operating results of specified real estate assets that have been sold, or otherwise qualify as held for disposition, are reflected as assets held for sale in our balance sheet. Assets that qualify as held for sale may also be considered as a discontinued operation if, (a) the operation and cash flows of the asset have been or will be eliminated from future operations and (b) we will not have significant involvement with the asset after its disposition. For assets that qualify as discontinued operations, we have reclassified the operations of those assets to discontinued operations in the consolidated statements of income for all periods presented and assets held for sale in the consolidated balance sheet for all periods presented.

We had six facilities and one parcel of land classified as held for sale as of December 31, 2011 with a net book value of \$2.5 million. The assets were not classified as discontinued operations.

We had one asset held for sale as of December 31, 2010 with a net book value of \$0.7 million. The asset was not classified as discontinued operations.

We had two assets held for sale as of December 31, 2009 with a net book value of \$0.9 million neither of which were classified as discontinued operations.

Item 7A - Quantitative and Qualitative Disclosure about Market Risk

We are exposed to various market risks, including the potential loss arising from adverse changes in interest rates. We do not enter into derivatives or other financial instruments for trading or speculative purposes, but we seek to mitigate the effects of fluctuations in interest rates by matching the term of new investments with new long-term fixed rate borrowing to the extent possible.

The following disclosures of estimated fair value of financial instruments are subjective in nature and are dependent on a number of important assumptions, including estimates of future cash flows, risks, discount rates and relevant comparable market information associated with each financial instrument. Readers are cautioned that many of the statements contained in these paragraphs are forward-looking and should be read in conjunction with our disclosures under the heading "Forward-looking Statements, Reimbursement Issues and Other Factors Affecting Future Results" set forth above. The use of different market assumptions and estimation methodologies may have a material effect on the reported estimated fair value amounts. Accordingly, the estimates presented below are not necessarily indicative of the amounts we would realize in a current market exchange.

Mortgage notes receivable - The fair value of mortgage notes receivable is estimated by discounting the future cash flows using the current rates at which similar loans would be made to borrowers with similar credit ratings and for the same remaining maturities.

Notes receivable - The fair value of notes receivable is estimated by discounting the future cash flows using the current rates at which similar loans would be made to borrowers with similar credit ratings and for the same remaining maturities.

Borrowings under variable rate agreements - Our variable rate debt as of December 31, 2011 includes our credit facility. The fair value of our borrowings under variable rate agreements is estimated using an expected present value technique based on expected cash flows discounted using the current credit-adjusted risk-free rate.

Senior unsecured notes - The fair value of the senior unsecured notes is estimated by discounting the future cash flows using the current borrowing rate available for the similar debt.

The market value of our long-term fixed rate borrowings and mortgages is subject to interest rate risks. Generally, the market value of fixed rate financial instruments will decrease as interest rates rise and increase as interest rates fall. The estimated fair value of our total long-term borrowings at December 31, 2011 was approximately \$1.6 billion. A one percent increase in interest rates would result in a decrease in the fair value of long-term borrowings by approximately \$91.1 million at December 31, 2011. The estimated fair value of our total long-term borrowings at December 31, 2010 was approximately \$1.2 billion. A one percent increase in interest rates would result in a decrease in the fair value of long-term borrowings by approximately \$82.3 million at December 31, 2010.

While we currently do not engage in hedging strategies, we may engage in such strategies in the future, depending on management's analysis of the interest rate environment and the costs and risks of such strategies.

Item 8 - Financial Statements and Supplementary Data

The consolidated financial statements and the report of Ernst & Young LLP, Independent Registered Public Accounting Firm, on such financial statements are filed as part of this report beginning on page F-1. The summary of unaudited quarterly results of operations for the years ended December 31, 2011 and 2010 is included in "Note 17" to our audited consolidated financial statements, which is incorporated herein by reference in response to Item 302 of Regulation S-K.

Item 9 - Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A - Controls and Procedures**Evaluation of Disclosure Controls and Procedures**

Disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) are controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

In connection with the preparation of our Form 10-K as of and for the year ended December 31, 2011, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2011. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2011.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, a company's principal executive and principal financial officers, or persons performing similar functions, and effected by a company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

All internal control systems, no matter how well designed, have inherent limitations and can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

In connection with the preparation of our Form 10-K, our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2011. In making that assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework. Based on management's assessment, management believes that, as of December 31, 2011, our internal control over financial reporting was effective based on those criteria.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, we have included above a report of management's assessment of the design and effectiveness of our internal controls as part of this Annual Report on Form 10-K for the fiscal year ended December 31, 2011. Our independent registered public accounting firm also reported on the effectiveness of internal control over financial reporting. The independent registered public accounting firm's attestation report is included in our 2011 financial statements under the caption entitled "Report of Independent Registered Public Accounting Firm" and is incorporated herein by reference.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended December 31, 2011 identified in connection with the evaluation of our disclosure controls and procedures described above that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART III

Item 10 – Directors, Executive Officers and Corporate Governance

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2012 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

For information regarding executive officers of our Company, see "*Item 1 – Business – Executive Officers of Our Company*."

Code of Business Conduct and Ethics. We have adopted a written Code of Business Conduct and Ethics ("Code of Ethics") that applies to all of our directors and employees, including our chief executive officer, chief financial officer, chief accounting officer and controller. A copy of our Code of Ethics is available on our website at www.omegahealthcare.com, and print copies are available upon request without charge. You can request print copies by contacting our Chief Financial Officer in writing at Omega Healthcare Investors, Inc., 200 International Circle, Suite 3500, Hunt Valley, Maryland 21030 or by telephone at 410-427-1700. Any amendment to our Code of Ethics or any waiver of our Code of Ethics will be disclosed on our website at www.omegahealthcare.com promptly following the date of such amendment or waiver.

Item 11 - Executive Compensation

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2012 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

Item 12 - Security Ownership of Certain Beneficial Owners and Management

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2012 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

Item 13 - Certain Relationships and Related Transactions, and Director Independence

The information required by this item, if any, is incorporated herein by reference to our Company's definitive proxy statement for the 2012 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

Item 14 - Principal Accounting Fees and Services

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2012 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

PART IV

Item 15 - Exhibits and Financial Statement Schedules

(a)(1) Listing of Consolidated Financial Statements

<u>Title of Document</u>	<u>Page Number</u>
Report of Independent Registered Public Accounting Firm	F-1
Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting	F-2
Consolidated Balance Sheets as of December 31, 2011 and 2010	F-3
Consolidated Statements of Income for the years ended December 31, 2011, 2010 and 2009	F-4
Consolidated Statements of Stockholders' Equity for the years ended December 31, 2011, 2010 and 2009	F-5
Consolidated Statements of Cash Flows for the years ended December 31, 2011, 2010 and 2009	F-6
Notes to Consolidated Financial Statements	F-8

(a)(2) Listing of Financial Statement Schedules. The following consolidated financial statement schedules are included herein:

Schedule III – Real Estate and Accumulated Depreciation	F-41
Schedule IV – Mortgage Loans on Real Estate	F-43

All other schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable or have been omitted because sufficient information has been included in the notes to the Financial Statements.

(a)(3) Listing of Exhibits — See "Index to Exhibits" beginning on Page I-1 of this report.

(b) Exhibits — See "Index to Exhibits" beginning on Page I-1 of this report.

(c) Financial Statement Schedules — The following consolidated financial statement schedules are included herein:

Schedule III — Real Estate and Accumulated Depreciation.

Schedule IV — Mortgage Loans on Real Estate.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
of Omega Healthcare Investors, Inc.

We have audited the accompanying consolidated balance sheets of Omega Healthcare Investors, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2011. Our audits also included the financial statement schedules listed in the Index at Item 15(a). These financial statements and schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Omega Healthcare Investors, Inc. at December 31, 2011 and 2010, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2011, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedules, when considered in relation to the basic financial statements taken as a whole, present fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Omega Healthcare Investors Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 27, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Baltimore, Maryland
February 27, 2012

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

The Board of Directors and Stockholders
of Omega Healthcare Investors, Inc.

We have audited Omega Healthcare Investors, Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Omega Healthcare Investors, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Omega Healthcare Investors, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Omega Healthcare Investors, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2011 and our report dated February 27, 2012 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Baltimore, Maryland
February 27, 2012

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts)

	December 31, 2011	December 31, 2010
ASSETS		
Real estate properties		
Land and buildings	\$ 2,537,039	\$ 2,366,856
Less accumulated depreciation	(470,420)	(380,995)
Real estate properties – net	2,066,619	1,985,861
Mortgage notes receivable – net	238,675	108,557
	2,305,294	2,094,418
Other investments – net	52,957	28,735
	2,358,251	2,123,153
Assets held for sale – net	2,461	670
Total investments	2,360,712	2,123,823
Cash and cash equivalents	351	6,921
Restricted cash	34,112	22,399
Accounts receivable – net	100,664	92,819
Other assets	61,473	57,172
Operating assets for owned and operated properties	—	873
Total assets	<u>\$ 2,557,312</u>	<u>\$ 2,304,007</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Revolving line of credit	\$ 272,500	\$ —
Secured borrowings	303,610	201,296
Unsecured borrowings – net	975,290	975,669
Accrued expenses and other liabilities	127,428	121,859
Operating liabilities for owned and operated properties	—	1,117
Total liabilities	<u>1,678,828</u>	<u>1,299,941</u>
Stockholders' equity:		
Preferred stock issued and outstanding – 4,340 shares Series D with an aggregate liquidation preference of \$108,488 as of December 31, 2010	—	108,488
Common stock \$.10 par value authorized – 200,000 shares issued and outstanding – 103,410 shares as of December 31, 2011 and 99,233 as of December 31, 2010	10,341	9,923
Common stock – additional paid-in-capital	1,471,381	1,376,131
Cumulative net earnings	633,430	580,824
Cumulative dividends paid	(1,236,668)	(1,071,300)
Total stockholders' equity	<u>878,484</u>	<u>1,004,066</u>
Total liabilities and stockholders' equity	<u>\$ 2,557,312</u>	<u>\$ 2,304,007</u>

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)

	Year Ended December 31,		
	2011	2010	2009
Revenues			
Rental income	\$ 273,517	\$ 232,772	\$ 164,468
Mortgage interest income	16,274	10,391	11,601
Other investment income – net	2,070	3,936	2,502
Miscellaneous	343	3,886	437
Nursing home revenues of owned and operated assets	-	7,336	18,430
Total operating revenues	292,204	258,321	197,438
Expenses			
Depreciation and amortization	100,337	84,623	44,694
General and administrative	19,432	15,054	11,742
Acquisition costs	1,204	1,554	1,561
Impairment on real estate properties	26,344	155	159
Provisions for uncollectible mortgages, notes and accounts receivable	6,439	-	2,765
Nursing home expenses of owned and operated assets	653	7,998	20,632
Total operating expenses	154,409	109,384	81,553
Income before other income and expense	137,795	148,937	115,885
Other income (expense)			
Interest income	40	105	21
Interest expense	(81,154)	(67,340)	(36,077)
Interest – amortization of deferred financing costs	(2,674)	(3,780)	(2,472)
Interest – refinancing costs	(3,071)	(19,482)	(526)
Litigation settlements	-	-	4,527
Total other expense	(86,859)	(90,497)	(34,527)
Income before gain (loss) on assets sold	50,936	58,440	81,358
Gain (loss) on assets sold – net	1,670	(4)	753
Net income	52,606	58,436	82,111
Preferred stock dividends	(1,691)	(9,086)	(9,086)
Preferred stock redemption	(3,456)	-	-
Net income available to common stockholders	\$ 47,459	\$ 49,350	\$ 73,025
Income per common share available to common stockholders:			
Basic:			
Net income	\$ 0.46	\$ 0.52	\$ 0.87
Diluted:			
Net income	\$ 0.46	\$ 0.52	\$ 0.87
Weighted-average shares outstanding, basic	102,119	94,056	83,556
Weighted-average shares outstanding, diluted	102,177	94,237	83,649

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except per share amounts)

	Preferred Stock	Common Stock Par Value	Common Stock Additional Paid-in Capital	Cumulative Net Earnings	Cumulative Dividends Paid	Total
Balance at December 31, 2008 (82,382 common shares)	\$ 108,488	\$ 8,238	\$ 1,054,157	\$ 440,277	\$ (823,172)	\$ 787,988
Issuance of common stock:						
Grant of restricted stock (10 shares at \$15.79 per share)	—	1	(1)	—	—	—
Amortization of restricted stock	—	—	1,907	—	—	1,907
Vesting of restricted stock (grants 45 shares)	—	4	(722)	—	—	(718)
Dividend reinvestment and stock purchase plan (1,692 shares at \$16.12 per share)	—	169	27,060	—	—	27,229
Exercised options (3 shares at an average exercise price of \$6.12 per share)	—	1	18	—	—	19
Grant of stock as payment of directors fees (7 shares at an average of \$15.25 per share)	—	1	99	—	—	100
Equity Shelf Program (1,413 shares at \$17.17 per share, net of issuance costs)	—	141	22,879	—	—	23,020
Issuance of common stock for acquisition (2,715 shares at \$19.45 per share)	—	272	52,534	—	—	52,806
Net income	—	—	—	82,111	—	82,111
Common dividends (\$1.20 per share).	—	—	—	—	(100,149)	(100,149)
Preferred dividends (Series D of \$2.09 per share)	—	—	—	—	(9,086)	(9,086)
Balance at December 31, 2009 (88,266 common shares)	108,488	8,827	1,157,931	522,388	(932,407)	865,227
Issuance of common stock:						
Grant of restricted stock (13 shares at \$20.00 per share)	—	1	(1)	—	—	—
Amortization of restricted stock	—	—	2,180	—	—	2,180
Vesting of restricted stock (grants 112 shares)	—	11	(2,119)	—	—	(2,108)
Dividend reinvestment and stock purchase plan (2,961 shares at \$20.45 per share)	—	296	60,215	—	—	60,511
Exercised options (15 shares at an average exercise price of \$6.12 per share)	—	1	88	—	—	89
Grant of stock as payment of directors fees (7 shares at an average of \$20.07 per share)	—	1	149	—	—	150
Equity Shelf Program (6,865 shares at \$20.74 per share, net of issuance costs)	—	687	138,094	—	—	138,781
Issuance of common stock for acquisition (995 shares at \$19.80 per share)	—	99	19,594	—	—	19,693
Net income	—	—	—	58,436	—	58,436
Common dividends (\$1.37 per share).	—	—	—	—	(129,807)	(129,807)
Preferred dividends (Series D of \$2.09 per share)	—	—	—	—	(9,086)	(9,086)
Balance at December 31, 2010 (99,233 common shares)	108,488	9,923	1,376,131	580,824	(1,071,300)	1,004,066
Issuance of common stock:						
Grant of restricted stock (13 shares at \$22.00 per share)	—	1	(1)	—	—	—
Amortization of restricted stock	—	—	5,984	—	—	5,984
Vesting of restricted stock (grants 68 shares)	—	7	(1,261)	—	—	(1,254)
Dividend reinvestment plan (2,853 shares at \$20.78 per share)	—	285	58,833	—	—	59,118
Grant of stock as payment of directors fees (8 shares at an average of \$19.43 per share)	—	1	149	—	—	150
Equity Shelf Program (1,419 shares at \$22.61 per share, net of issuance costs)	—	142	31,068	—	—	31,210
Common stock repurchase (183 shares at \$15.96 per share)	—	(18)	(2,910)	—	—	(2,928)
Preferred stock redemption	(108,488)	—	3,388	—	(3,456)	(108,556)
Net income	—	—	—	52,606	—	52,606
Common dividends (\$1.55 per share).	—	—	—	—	(158,707)	(158,707)
Preferred dividends (Series D of \$0.74 per share)	—	—	—	—	(3,205)	(3,205)
Balance at December 31, 2011 (103,410 common shares)	\$ —	\$ 10,341	\$ 1,471,381	\$ 633,430	\$ (1,236,668)	\$ 878,484

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2011	2010	2009
Cash flow from operating activities			
Net income	\$ 52,606	\$ 58,436	\$ 82,111
Adjustment to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	100,337	84,623	44,694
Impairment on real estate properties	26,344	155	159
Provisions for uncollectible mortgages, notes and accounts receivable	6,439	—	2,765
Amortization of deferred financing and refinancing costs	5,745	23,262	2,998
Restricted stock amortization expense	6,037	2,211	1,918
(Gain) loss on assets sold – net	(1,670)	4	(753)
Amortization of acquired in-place leases – net	(6,088)	(3,968)	—
Other	(150)	(93)	(181)
Gain on sale of securities	—	(789)	—
Change in operating assets and liabilities – net of amounts assumed/acquired:			
Accounts receivable, net	(1,463)	(45)	(180)
Straight-line rent	(12,560)	(11,210)	(8,893)
Lease inducement	3,380	(6)	(213)
Effective yield receivable on mortgage notes	(1,341)	—	—
Other operating assets and liabilities	(7,601)	2,762	14,316
Operating assets and liabilities for owned and operated properties	(244)	2,221	8,482
Net cash provided by operating activities	<u>169,771</u>	<u>157,563</u>	<u>147,223</u>
Cash flow from investing activities			
Acquisition of real estate – net of liabilities assumed and escrows acquired	(86,704)	(343,180)	(159,476)
Placement of mortgage loans	(130,042)	(20,657)	—
Proceeds from sale of real estate investments	5,150	81	862
Capital improvements and funding of other investments	(19,597)	(36,025)	(23,232)
Proceeds from other investments	6,983	21,324	42,038
Investments in other investments	(33,504)	(16,436)	(44,944)
Investment in purchase option	—	—	(25,000)
Collection of mortgage principal – net	74	78	748
Net cash used in investing activities	<u>(257,640)</u>	<u>(394,815)</u>	<u>(209,004)</u>
Cash flow from financing activities			
Proceeds from credit line borrowings	569,000	385,000	273,600
Payments of credit line borrowings	(296,500)	(479,100)	(243,000)
Receipts of other long-term borrowings	—	779,770	100,000
Payments of other long-term borrowings	(2,593)	(470,478)	—
Payment of financing related costs	(4,305)	(31,579)	(7,173)
Receipts from Dividend Reinvestment Plan – net	59,118	60,511	27,229
Payments for exercised options and restricted stock – net	(1,254)	(2,019)	(699)
Net proceeds from issuance of common stock	31,210	138,781	23,020
Dividends paid	(161,893)	(138,883)	(109,235)
Repurchase of common stock	(2,928)	—	—
Redemption of preferred stock	(108,556)	—	—
Net cash provided by financing activities	<u>81,299</u>	<u>242,003</u>	<u>63,742</u>
(Decrease) increase in cash and cash equivalents	(6,570)	4,751	1,961
Cash and cash equivalents at beginning of year	6,921	2,170	209
Cash and cash equivalents at end of year	<u>\$ 351</u>	<u>\$ 6,921</u>	<u>\$ 2,170</u>
Interest paid during the year, net of amounts capitalized	<u>\$ 79,199</u>	<u>\$ 60,290</u>	<u>\$ 36,184</u>

Non-cash investing activities:

	Year Ended December 31,		
	2011	2010	2009
	(in thousands)		
Assumed debt obligations	\$ 101,259	\$ 202,015	\$ 59,354
Non-cash settlement of mortgage obligations	—	(12,395)	—
Non-cash acquisition of real estate properties	—	12,395	—
Stock consideration issued for acquisition	—	19,693	52,806
Total non-cash real estate acquisition related items	\$ 101,259	\$ 221,708	\$ 112,160

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND BASIS OF PRESENTATION

Organization

Omega Healthcare Investors, Inc. ("Omega" or the "Company"), a Maryland corporation, is a self-administered real estate investment trust ("REIT"). From the date that we commenced operations in 1992, we have invested primarily in income-producing healthcare facilities, which include long-term care nursing homes, assisted living facilities, independent living facilities and rehabilitation hospitals.

We have one reportable segment consisting of investments in healthcare related real estate properties. Our business is to provide financing and capital to the long-term healthcare industry with a particular focus on SNFs located in the United States. Our core portfolio consists of long-term lease and mortgage agreements. All of our leases are "triple-net" leases, which require the tenants to pay all property related expenses. Our mortgage revenue derives from fixed-rate mortgage loans, which are secured by first mortgage liens on the underlying real estate and personal property of the mortgagor.

Substantially all depreciation expenses reflected in the consolidated statements of income relate to the ownership of our investment in real estate. At December 31, 2011, we have investments in 438 healthcare facilities located throughout the United States, including six facilities that are currently held for sale.

Consolidation

Our consolidated financial statements include the accounts of (i) Omega, (ii) all direct and indirect wholly owned subsidiaries of Omega, and (iii) TC Healthcare, a variable interest entity ("VIEs") that we consolidate. All inter-company accounts and transactions have been eliminated in consolidation of the financial statements.

We consolidate all VIEs for which we were/are the primary beneficiary. In June 2009, the FASB issued guidance to significantly amend the consolidation guidance applicable to variable interest entities. The consolidation model was modified to one based on control and economics, and replaces the current quantitative primary beneficiary analysis with a qualitative analysis. The primary beneficiary of a VIE will be the entity that has (i) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (ii) the obligation to absorb losses or receive benefits that could potentially be significant to the VIE. If multiple unrelated parties share such power, as defined, no party will be required to consolidate the VIE. Further, the guidance requires continual reconsideration of the primary beneficiary of a VIE and adds an additional reconsideration event for determination of whether an entity is a VIE. The amendments also require expanded disclosures related to VIEs which are largely consistent with the disclosure framework currently applied by us. The new guidance was effective January 1, 2010 for us. The adoption of this guidance did not impact our financial position or results of operations.

On July 7, 2008, through bankruptcy court proceedings, we took ownership and/or possession of 15 facilities which were previously operated by Haven Eldercare ("Haven"). Prior to July 7, 2008, we had (i) leased eight facilities to Haven under a master lease agreement and (ii) provided mortgage financing to a Haven entity for seven facilities that we had previously consolidated according to accounting rules regarding variable interest entities then in place. As a result of the bankruptcy court judgment, the mortgage on the seven facilities was retired in exchange for ownership of the facilities, and we were also awarded certain other operational assets of Haven. In addition to receiving title to the seven facilities and certain other operational assets, on July 7, 2008, we assumed operating responsibility for the 15 Haven facilities. In July 2008, a new entity (TC Healthcare) was formed to operate these properties on our behalf through the use of an independent contractor. TC Healthcare's managing member and sole voting member, an individual with experience in operating these types of facilities, has no equity investment at risk and is unrelated to Omega. Omega and TC Healthcare entered into an agreement that required Omega to provide the working capital requirements for TC Healthcare and to absorb the operating losses of TC Healthcare. The agreement also provided Omega with the right to receive the economic benefits of the entity. TC Healthcare is a variable interest entity as the entity does not have sufficient equity investment at risk to support its operations without subordinated financial support. Additionally, Omega has the power to direct the activities of TC Healthcare as Omega has the unilateral right to replace the shareholder. Omega is deemed the primary beneficiary of TC Healthcare as Omega has the controlling economic interest in the entity and therefore, consolidated the operations of TC Healthcare. On September 1, 2008, thirteen of these facilities were transitioned from TC Healthcare to a new tenant/operator. The two remaining facilities were transitioned to the new tenant/operator on June 1, 2010 upon approval by state regulators of the operating license transfer and as of such date, TC healthcare no longer operates these facilities.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Real Estate Investments and Depreciation

We allocate the purchase price of properties to net tangible and identified intangible assets acquired based on their fair values. In making estimates of fair values for purposes of allocating purchase price, we utilize a number of sources, including independent appraisals that may be obtained in connection with the acquisition or financing of the respective property and other market data. We also consider information obtained about each property as a result of its pre-acquisition due diligence, marketing and leasing activities in estimating the fair value of the tangible and intangible assets acquired. All costs of significant improvements, renovations and replacements are capitalized. In addition, we capitalize leasehold improvements when certain criteria are met, including when we supervise construction and will own the improvement. Expenditures for maintenance and repairs are charged to operations as they are incurred.

Depreciation is computed on a straight-line basis over the estimated useful lives ranging from 20 to 40 years for buildings and improvements and three to 10 years for furniture, fixtures and equipment. Leasehold interests are amortized over the shorter of useful life or term of the lease, with lives ranging from five to 15 years.

As of December 31, 2011 and 2010, we had identified conditional asset retirement obligations primarily related to the future removal and disposal of asbestos that is contained within certain of our real estate investment properties. The asbestos is appropriately contained, and we believe we are compliant with current environmental regulations. If these properties undergo major renovations or are demolished, certain environmental regulations are in place, which specify the manner in which asbestos must be handled and disposed. We are required to record the fair value of these conditional liabilities if they can be reasonably estimated. As of December 31, 2011 and 2010, sufficient information was not available to estimate our liability for conditional asset retirement obligations as the obligations to remove the asbestos from these properties have indeterminable settlement dates. As such, no liability for conditional asset retirement obligations was recorded on our accompanying consolidated balance sheets as of December 31, 2011 and 2010.

In-Place Leases

The fair value of in-place leases consists of the following components as applicable (1) the estimated cost to replace the leases, and (2) the above/below market cash flow of the leases, determined by comparing the projected cash flows of the leases in place to projected cash flows of comparable market-rate leases (referred to as Lease Intangibles). Lease Intangible assets and liabilities are classified as lease contracts above and below market value, respectively, and amortized on a straight-line basis as decreases and increases, respectively, to rental revenue over the remaining term of the underlying leases. Should a tenant terminate its lease, the unamortized portions of these costs are written off.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Owned and Operated Assets

Real estate properties that are operated pursuant to a foreclosure proceeding are included within "real estate properties" and are reported at the time of foreclosure at the lower of carrying cost or fair value.

Asset Impairment

Management periodically, but not less than annually, evaluates our real estate investments for impairment indicators, including the evaluation of our assets' useful lives. The judgment regarding the existence of impairment indicators is based on factors such as, but not limited to, market conditions, operator performance and legal structure. If indicators of impairment are present, management evaluates the carrying value of the related real estate investments in relation to the future undiscounted cash flows of the underlying facilities. Provisions for impairment losses related to long-lived assets are recognized when expected future undiscounted cash flows are determined to be less than the carrying values of the assets. An adjustment is made to the net carrying value of the real estate investments for the excess of carrying value over fair value. The fair value of the real estate investment is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses. All impairments are taken as a period cost at that time, and depreciation is adjusted going forward to reflect the new value assigned to the asset.

If we decide to sell real estate properties or land holdings, we evaluate the recoverability of the carrying amounts of the assets. If the evaluation indicates that the carrying value is not recoverable from estimated net sales proceeds, the property is written down to estimated fair value less costs to sell. Our estimates of cash flows and fair values of the properties are based on current market conditions and consider matters such as rental rates and occupancies for comparable properties, recent sales data for comparable properties, and, where applicable, contracts or the results of negotiations with purchasers or prospective purchasers.

For the years ended December 31, 2011, 2010 and 2009 we recognized impairment losses of \$26.3 million, \$0.2 million and \$0.2 million, respectively. The impairments are primarily the result of closing facilities or updating the estimated proceeds we expect for the sale of closed facilities. See Note 3 for further details.

Loan Impairment

Management, periodically but not less than annually, evaluates our outstanding mortgage notes and other notes receivable. When management identifies potential loan impairment indicators, such as non-payment under the loan documents, impairment of the underlying collateral, financial difficulty of the operator or other circumstances that may impair full execution of the loan documents, and management believes it is probable that all amounts will not be collected under the contractual terms of the loan, the loan is written down to the present value of the expected future cash flows. In cases where expected future cash flows are not readily determinable, the loan is written down to the fair value of the collateral. The fair value of the loan is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses.

We currently account for impaired loans using (a) the cost-recovery method, and/or (b) the cash basis method. We generally utilize the cost recovery method for impaired loans for which impairment reserves were recorded. We utilize the cash basis method for impairment loans for which no impairment reserves were recorded because the net present value of the discounted cash flows expected under the loan and/or the underlying collateral supporting the loan were equal to or exceeded the book value of the loans. Under the cost recovery method, we apply cash received against the outstanding loan balance prior to recording interest income. Under the cash basis method, we apply cash received to interest income. As of December 31, 2011 and 2010, we had loan loss reserves totaling \$2.0 million and \$2.2 million, respectively. In 2011, we recorded provisions for loan losses of \$2.3 million related to a working capital note. In 2010 and 2009 we did not record provisions for loan losses or charge-offs related to our mortgage or note receivable portfolios. For additional information see Note 5 – Mortgage Notes Receivable and Note 6 – Other Investments.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and highly liquid investments with a maturity date of three months or less when purchased. These investments are stated at cost, which approximates fair value. The majority of our cash and cash equivalents are held at major commercial banks.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Restricted Cash

Restricted cash consists primarily of funds escrowed for tenants' security deposits required by us pursuant to certain contractual terms (see Note 8 – Lease and Mortgage Deposits).

Accounts Receivable

Accounts receivable includes: contractual receivables, straight-line rent receivables and lease inducements, net of an estimated provision for losses related to uncollectible and disputed accounts. Contractual receivables relate to the amounts currently owed to us under the terms of the lease agreement. Straight-line receivables relate to the difference between the rental revenue recognized on a straight-line basis and the amounts due to us contractually. Lease inducements result from value provided by us to the lessee at the inception or renewal of the lease and will be amortized as a reduction of rental revenue over the non cancellable lease term. On a quarterly basis, we review the collection of our contractual payments and determine the appropriateness of our allowance for uncollectible contractual rents. In the case of a lease recognized on a straight-line basis or existence of lease inducements, we generally provide an allowance for straight-line accounts receivable or the lease inducements when certain conditions or indicators of adverse collectability are present.

A summary of our net receivables by type is as follows:

	December 31,	
	2011	2010
	(in thousands)	
Contractual receivables	\$ 4,683	\$ 5,354
Straight-line receivables	74,945	62,423
Lease inducements	22,677	29,026
Allowance	(1,641)	(3,984)
Accounts receivable – net	\$ 100,664	\$ 92,819

We continuously evaluate the payment history and financial strength of our operators and have historically established allowance reserves for straight-line rent adjustments for operators that do not meet our requirements. We consider factors such as payment history, the operator's financial condition as well as current and future anticipated operating trends when evaluating whether to establish allowance reserves.

During the second quarter of 2011, we entered into a master transition agreement ("2011 MTA") with one of our current lessee/operators and a third party lessee/operator to transition the facilities from the current operator to the new operator. The 2011 MTA closing was subject to receipt of healthcare regulatory approvals from several states for the operating license transfer from the current operator to the new operator. Upon closing of the 2011 MTA, the old lease was terminated and the new operator entered into a new twelve-year master lease for the facilities effective January 1, 2012. As a result of the 2011 MTA, during the second quarter of 2011, we evaluated the recoverability of the straight-line rent receivable and lease inducements associated with the current lease and have recorded a \$4.1 million provision for uncollectible accounts associated with straight-line receivables and lease inducements.

Comprehensive Income

Comprehensive income includes net income and all other non-owner changes in stockholders' equity during a period including unrealized gains and losses on equity securities classified as available-for-sale and unrealized fair value adjustments on certain derivative instruments.

Deferred Financing Costs

External costs incurred from placement of our debt are capitalized and amortized on a straight-line basis over the terms of the related borrowings which approximate the effective interest method. Amortization of financing costs totaling \$2.7 million, \$3.8 million and \$2.5 million in 2011, 2010 and 2009, respectively, is classified as "interest - amortization of deferred financing costs" in our consolidated statements of income. When financings are terminated, unamortized amounts paid, as well as charges incurred for the termination, are expensed at the time the termination is made. Gains and losses from the extinguishment of debt are presented within income from continuing operations in the accompanying consolidated financial statements.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Revenue Recognition

We have various different investments that generate revenue, including leased and mortgaged properties, as well as other investments, including working capital loans. We recognize rental income and other investment income as earned over the terms of the related master leases and notes, respectively. Interest income is recorded on an accrual basis to the extent that such amounts are expected to be collected using the interest method. In applying the interest method, the effective yield on a loan is determined based on its contractual payment terms, adjusted for prepayment terms.

Substantially all of our leases contain provisions for specified annual increases over the rents of the prior year and are generally computed in one of three methods depending on specific provisions of each lease as follows: (i) a specific annual increase over the prior year's rent, generally between 2.0% and 3.0%; (ii) an increase based on the change in pre-determined formulas from year to year (i.e., such as increases in the Consumer Price Index ("CPI")); or (iii) specific dollar increases over prior years. Revenue under lease arrangements with fixed and determinable increases is recognized over the term of the lease on a straight-line basis. The authoritative guidance does not provide for the recognition of contingent revenue until all possible contingencies have been eliminated. We consider the operating history of the lessee, the payment history, the general condition of the industry and various other factors when evaluating whether all possible contingencies have been eliminated. We do not include contingent rents as income until the contingencies have been resolved.

In the case of rental revenue recognized on a straight-line basis, we generally record reserves against earned revenues from leases when collection becomes questionable or when negotiations for restructurings of troubled operators result in significant uncertainty regarding ultimate collection. The amount of the reserve is estimated based on what management believes will likely be collected. We continually evaluate the collectability of our straight-line rent assets. If it appears that we will not collect future rent due under our leases, we will record a provision for loss related to the straight-line rent asset.

Gains on sales of real estate assets are recognized in accordance with the authoritative guidance for sales of real estate. The specific timing of the recognition of the sale and the related gain is measured against the various criteria in the guidance related to the terms of the transactions and any continuing involvement associated with the assets sold. To the extent the sales criteria are not met, we defer gain recognition until the sales criteria are met.

Nursing home revenues of owned and operated assets consist of long-term care revenues, rehabilitation therapy services revenues, temporary medical staffing services revenues and other ancillary services revenues. The revenues are recognized as services are provided. Revenues are recorded net of provisions for discount arrangements with commercial payors and contractual allowances with third-party payors, primarily Medicare and Medicaid. Revenues realizable under third-party payor agreements are subject to change due to examination and retroactive adjustment. Estimated third-party payor settlements are recorded in the period the related services are rendered. The methods of making such estimates are reviewed periodically, and differences between the net amounts accrued and subsequent settlements or estimates of expected settlements are reflected in the current period results of operations. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. For additional information, see Note 4 – Owned and Operated Assets.

Assets Held for Sale and Discontinued Operations

The operating results of specified real estate assets that have been sold, or otherwise qualify as held for disposition, are reflected as assets held for sale in our consolidated balance sheets. Assets that qualify as held for sale may also be considered as a discontinued operation if, (a) the operation and cash flows of the asset have been or will be eliminated from future operations and (b) we will not have significant involvement with the asset after its disposition. For assets that qualify as discontinued operations, we have reclassified the operations of those assets to discontinued operations in the consolidated statements of income for all periods presented and assets held for sale in the consolidated balance sheets for all periods presented. We had six facilities and one parcel of land classified as held for sale as of December 31, 2011 with a net book value of \$2.5 million. The assets were not classified as discontinued operations.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Earnings Per Share

Basic earnings per common share ("EPS") is computed by dividing net income available to common stockholders by the weighted-average number of shares of common stock outstanding during the year. Diluted EPS reflects the potential dilution that could occur from shares issuable through stock-based compensation, including stock options and restricted stock. For additional information, see Note 18 – Earnings Per Share.

Income Taxes

We were organized to qualify for taxation as a REIT under Section 856 through 860 of the Code. As long as we qualify as a REIT; we will not be subject to Federal income taxes on the REIT taxable income that we distributed to stockholders, subject to certain exceptions. In 2011, we paid preferred and common dividend payments of \$161.9 million which satisfies the 2011 REIT requirements relating to qualifying income. We are permitted to own up to 100% of a taxable REIT subsidiary ("TRS"). Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The loss carry forward of \$1.1 million was fully reserved with a valuation allowance due to uncertainties regarding realization. We record interest and penalty charges associated with tax matters as income tax. For additional information on income taxes, see Note 11 – Taxes. As of December 31, 2011, we did not have any unrecognized tax benefits. We do not believe that there will be any material changes in our unrecognized tax positions over the next 12 months. We are subject to examination by the respective taxing authorities for the tax years 2007 through 2011.

Stock-Based Compensation

All outstanding unvested share-based payment awards that contain rights to non-forfeitable dividends or dividend equivalents that participate in undistributed earnings with common stockholders are considered participating securities that shall be included in the two-class method of computing basic EPS. The guidance does not address awards that contain rights to forfeitable dividends. We adopted this standard on January 1, 2009, and retrospectively adjusted basic EPS data for all periods presented to reflect the two-class method of computing EPS. The impact of the adoption of this guidance on earnings per share was less than \$0.01 per share for the periods presented.

Risks and Uncertainties

Our company is subject to certain risks and uncertainties affecting the healthcare industry as a result of healthcare legislation and growing regulation by federal, state and local governments. Additionally, we are subject to risks and uncertainties as a result of changes affecting operators of nursing home facilities due to the actions of governmental agencies and insurers to limit the growth in cost of healthcare services (see Note 7 – Concentration of Risk).

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 3 - PROPERTIES

Leased Property

Our leased real estate properties, represented by 385 SNFs, 10 ALFs and five specialty facilities at December 31, 2011, are leased under provisions of single leases and master leases with initial terms typically ranging from 5 to 15 years, plus renewal options. Substantially all of the leases and master leases provide for minimum annual rentals that are typically subject to annual increases based upon fixed escalators or the lesser of a fixed amount or increases derived from changes in CPI. Under the terms of the leases, the lessee is responsible for all maintenance, repairs, taxes and insurance on the leased properties.

A summary of our investment in leased real estate properties is as follows:

	December 31,	
	2011	2010
	(in thousands)	
Buildings	\$ 2,157,015	\$ 2,011,028
Site improvement and equipment	184,503	171,422
Land	195,521	184,406
	2,537,039	2,366,856
Less accumulated depreciation	(470,420)	(380,995)
Total	<u>\$ 2,066,619</u>	<u>\$ 1,985,861</u>

The future minimum estimated contractual rents due for the remainder of the initial terms of the leases are as follows at December 31, 2011:

	(in thousands)
2012	\$ 272,866
2013	280,435
2014	259,192
2015	262,566
2016	242,850
Thereafter	1,200,004
Total	<u>\$ 2,517,913</u>

Below is a summary of the significant transactions that occurred from 2009 to 2011.

2011 Acquisitions

Capital Funding Group, Inc.

On December 23, 2011, we purchased 17 SNFs from affiliates of Capital Funding Group, Inc. ("CFG"), a new operator to Omega, for an aggregate purchase price of \$128 million. The acquisition consisted of the assumption of \$71.3 million of indebtedness guaranteed by the Department of Housing and Urban Development ("HUD") and \$56.7 million in cash.

The \$71.3 million of assumed HUD debt is comprised of 15 HUD mortgage loans with a blended interest rate of 5.70% and maturities between October 2029 and July 2044.

The 17 SNFs, representing 1,820 available beds, are located in Arkansas (12), Colorado (1), Florida (1), Michigan (2) and Wisconsin (1). The transaction involved two separate master lease agreements covering all 17 SNFs.

As of December 31, 2011, we allocated approximately \$129.9 million consisting of land (\$9.0 million), buildings and site improvements (\$111.5 million) and furniture and fixtures (\$9.4 million). We recorded approximately \$1.9 million of fair value adjustment related to the above market debt assumed based on the terms of comparable debt. We estimate amortization will approximately \$0.1 million per year over the next five years. We have not recorded goodwill in connection with this transaction.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Persimmon Ventures, LLC and White Pine Holdings, LLC

During the fourth quarter of 2011, we completed \$86 million of combined new investments with affiliates of Persimmon and White Pine, both new operators to Omega. The investments involved a purchase / lease back transaction and a mortgage transaction. The combined transaction consists of 7 facilities and 938 beds.

Purchase / Lease Back Transaction

We purchased four SNFs located in Maryland (3) and West Virginia (1), totaling 586 beds for a total investment of \$61 million, including approximately \$1 million to complete renovations at one facility. The consideration consisted of \$31 million in cash and the assumption of \$30 million in HUD – guaranteed indebtedness, which bears an interest rate of 4.87% (weighted-average) and matures between March 2036 and September 2040.

Acquisition costs related to the CFG and White Pine acquisition were approximately \$1.2 million in 2011.

Mortgage Transaction

We entered into a first mortgage loan with White Pine in the amount of \$25 million secured by a lien on three SNFs, totaling 352 beds, all located in Maryland.

The overall combined transaction totaled \$86 million, consisting of \$56 million in cash and \$30 million in assumed HUD indebtedness, with a combined initial annual yield of approximately 10%.

As of December 31, 2011, we allocated approximately \$62.7 million consisting of land (\$4.4 million), buildings and site improvements (\$55.0 million) and furniture and fixtures (\$3.3 million). One of the facilities acquired in connection with this transaction on December 30, 2011 is in the process of being renovated. We recorded approximately \$3.0 million of fair value adjustment related to the above market debt assumed based on the terms of comparable debt. We estimate amortization will be approximately \$0.2 million per year over the next five years. We have not recorded goodwill in connection with this transaction.

143 Facility CapitalSource Acquisitions (2009 – 2010)

In November 2009, we entered into a securities purchase agreement (the "CapitalSource Purchase Agreement") with CapitalSource Inc. (NYSE: CSE) ("CapitalSource") and several of its affiliates, pursuant to which we agreed to purchase CapitalSource subsidiaries owning 80 long term care facilities, plus an option to purchase CapitalSource subsidiaries owning an additional 63 facilities (the "Option"), for approximately \$858 million. Our acquisition of the CapitalSource subsidiaries pursuant to the terms of the purchase agreement was conducted in three separate closings: (i) on December 22, 2009, we acquired CapitalSource subsidiaries owning 40 long-term care facilities and an option to acquire an additional 63 facilities; (ii) on June 9, 2010, we exercised our option to acquire CapitalSource subsidiaries owning 63 long-term care facilities; and (iii) on June 29, 2010, we acquired CapitalSource subsidiaries owning 40 long-term care facilities. We accounted for these acquisitions as business combinations. We incurred approximately \$3.1 million in transaction costs for the transactions, of which \$1.6 million was expensed during 2009 and \$1.5 million was expensed in 2010.

First Closing

On December 22, 2009, we purchased CapitalSource entities owning 40 facilities for approximately \$271.4 million and an option to purchase CapitalSource entities owning 63 additional facilities for \$25.0 million. The consideration consisted of: (i) approximately \$184.2 million in cash; (ii) 2,714,959 shares of Omega common stock and (iii) the assumption of approximately \$59.4 million of 6.8% mortgage debt maturing on December 31, 2011. We valued the 2,714,959 shares of our common stock at approximately \$52.8 million on December 22, 2009.

The 40 facilities represent 5,264 available beds located in 12 states, and are part of 15 in-place triple net leases among 12 operators. The 12 leases generate approximately \$31 million of annualized revenue.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

As of December 31, 2010, we allocated approximately \$282.0 million consisting of land (\$22.5 million), building and site improvements (\$241.9 million) and furniture and fixtures (\$17.6 million). We allocated approximately \$9.5 million to in-place above market leases assumed at the first closing and approximately \$19.8 million to in-place below market leases assumed at the first closing. In 2010 and 2011, net amortization associated with net in-place below market leases assumed at the first closing was approximately \$1.4 million and \$1.3 million, respectively. We estimate the net impact to revenue of amortizing the assumed net in-place below market leases associated with the December 22, 2009 acquisition as follows (in millions):

Less than 1 year	1-3 years	3-5 years	Thereafter
\$1.2	\$2.2	\$1.8	\$2.5

The fair value of the debt assumed approximated face value. We did not record goodwill in connection with this transaction.

HUD Portfolio Closing

On June 29, 2010, we purchased CapitalSource entities owning 40 facilities for approximately \$271 million. We also paid approximately \$15 million for escrow accounts transferred to us at closing. The 40 facilities are encumbered by approximately \$182 million in long-term mortgage financing guaranteed by the U.S. Department of Housing and Urban Development ("HUD") and \$20 million in subordinated notes. The following summarizes the consideration paid at closing:

- \$65 million in cash;
- \$202 million face value of assumed debt, which includes \$20 million of 9.0% unsecured debt maturing in December 2021, \$53 million of HUD debt at a 6.61% weighted average annual interest rate maturing between January 2036 and May 2040, and \$129 million of new HUD Debt at a 4.85% annual interest rate maturing between January 2040 and January 2045; and
- 995 thousand shares of our common stock valued at approximately \$19 million on June 29, 2010.

The 40 facilities represent 4,882 available beds located in two states, and are part of 13 in-place triple net leases among two operators. The 13 leases generate approximately \$30 million of annualized revenue.

As of December 31, 2010, we allocated approximately \$313.3 million consisting of land (\$32.3 million), building and site improvements (\$264.1 million) and furniture and fixtures (\$16.9 million). We allocated approximately \$4.9 million to in-place above market leases assumed and approximately \$24.1 million to in-place below market leases assumed at the HUD portfolio closing. In 2010 and 2011, net amortization associated with net in-place below market leases assumed at the HUD portfolio closing was approximately \$1.9 million and \$3.5 million, respectively. We estimate the net impact to revenue of amortizing the assumed net in-place below market leases associated with the June 29, 2010 acquisition as follows (in millions):

Less than 1 year	1-3 years	3-5 years	Thereafter
\$3.2	\$5.6	\$3.0	\$2.0

In addition, we recorded approximately \$22.5 million of fair value adjustment related to the above market debt assumed based on the terms of comparable debt. In 2010 and 2011, we amortized approximately \$0.7 million and \$1.4 million for the fair value adjustment, respectively. We estimate amortization will average approximately \$1.3 million per year for the next five years. We did not record goodwill in connection with this transaction.

Option Exercise and Closing

On April 20, 2010, we provided notice of our intent to exercise our Option to acquire CapitalSource entities owning 63 facilities. On June 9, 2010, we completed our purchase of the 63 CapitalSource facilities for an aggregate purchase price of approximately \$293 million in cash. The total purchase price including the purchase option deposit was \$318 million.

The 63 facilities represent 6,607 available beds located in 19 states, and are part of 30 in-place triple net leases among 18 operators. The 30 leases generate approximately \$34 million of annualized revenue.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

As of December 31, 2010, we allocated approximately \$328.9 million consisting of land (\$35.8 million), building and site improvements (\$276.0 million) and furniture and fixtures (\$17.1 million). We allocated approximately \$8.2 million to in-place above market leases assumed and approximately \$18.8 million to in-place below market leases assumed at the Option portfolio closing. In 2010 and 2011, net amortization associated with net in-place below market leases assumed at the Option portfolio closing was approximately \$0.7 million and \$1.3 million, respectively. We estimate the net impact to revenue of amortizing the assumed net in-place below market leases associated with the June 9, 2010 acquisition as follows:

Less than 1 year	1-3 years	3-5 years	Thereafter
\$0.9	\$2.2	\$2.3	\$3.3

We did not record goodwill in connection with this transaction.

The facilities acquired from CapitalSource on June 9, 2010 and June 29, 2010 and from White Pine and CFG in the fourth quarter of 2011 are included in our results of operations from the date of acquisition. The following unaudited pro forma results of operation reflect each of the CapitalSource transactions, White Pine and CFG as if they occurred on January 1, 2010. In the opinion of management, all significant necessary adjustments to reflect the effect of the acquisition have been made. The following pro forma information is not indicative of future operations.

	Pro Forma	
	Year Ended December 31,	
	2011	2010
	(in thousands, except per share amount, unaudited)	
Revenues	\$ 312,320	\$ 311,310
Net income available to common stockholders	52,553	61,415
Earnings per share – diluted:		
Net income available to common stockholders – as reported	\$ 0.46	\$ 0.52
Net income available to common stockholders – pro forma	\$ 0.51	\$ 0.65

Connecticut Properties

In January 2011, upon our request, a complaint was filed by the State of Connecticut, Commissioner of Social Services (the "State"), against the licensees/operators of our four Connecticut SNFs, seeking the appointment of a receiver. The SNFs were leased and operated by FC/SCH and were managed by Genesis. The Superior Court, Judicial District of Hartford, Connecticut appointed a receiver.

The receiver is responsible for (i) operating the facilities and funding all operational expenses incurred after the appointment of the receiver and (ii) providing the court with recommendations regarding the facilities. In March 2011, the receiver moved to close all four SNFs and we objected. At the hearing held on April 21, 2011, we stated our position that the receiver failed to comply with the statutory requirements prior to recommending the facilities' closure. In addition, alternative operators expressed interest in operating several of the facilities. On April 27, 2011, the Court granted the receiver's motion and ordered the facilities closed.

We timely filed our notice of appeal, taking the position that the Court's Order (the "Order") is final and appealable, and erroneous. Following our notice of appeal, we negotiated a stipulation with the State and the receiver which afforded it significant concessions. Those concessions included: (a) an agreed recognition of us as a secured lienholder with a priority claim, (b) an accelerated time frame for the (i) allocation by the receiver of collected funds between pre- and post- receivership periods, and (ii) disbursement to us of pre-receivership funds collected, and (c) an agreement by the State that it would forego its right to seek recoupment of pre-receivership funds as reimbursement for post-receivership advances. In exchange for these concessions, we withdrew our appeal.

As a result of the Order, we recorded an impairment charge of \$24.4 million during the three-month period ended March 31, 2011, to reduce the carrying values of the Connecticut facilities to their fair values based on uses other than SNFs using level 3 fair value measurements. At December 31, 2011, all of the residents of the four facilities have been relocated and the receiver has surrendered possession of all of the facilities to us. We are actively marketing the facilities for sale (for purposes other than the operation of skilled nursing care) and have classified the facilities as held for sale.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

FC/SCH Facilities

During the second quarter of 2011, we entered into a master transition agreement ("2011 MTA") with one of our current lessee/operators and a third party lessee/operator to transition the facilities from the current operator to the new operator. The 2011 MTA closing is subject to receipt of healthcare regulatory approvals from several states for the operating license transfer from the current operator to the new operator. All healthcare regulatory approvals were received from Massachusetts, New Hampshire, Rhode Island and West Virginia in late 2011 and the transfer occurred on January 1, 2012. The Vermont facilities will be transferred to the master lease when regulatory approval from Vermont occurs.

As a result of the MTA, during the second quarter of 2011, we evaluated the recoverability of the straight-line rent and lease inducements associated with FC/SCH and recorded a \$4.1 million provision for uncollectible accounts associated with straight-line receivables and lease inducements.

Assets Sold or Held for Sale

On September 29, 2011, we sold a SNF in North Carolina for approximately \$4.2 million resulting in a gain of approximately \$1.7 million.

On November 1, 2011, we received a \$1.0 million lease termination fee from a SNF operator in Indiana and simultaneously recorded a \$0.9 million impairment charge to reduce the carrying value of the SNF to its estimated fair value. Also, on November 1, 2011, we recorded a \$0.5 million impairment charge to reduce the carrying value of a SNF in Arkansas to its estimated fair value.

At December 31, 2011, we had six facilities and one parcel of land classified as held-for-sale with a net book value of approximately \$2.5 million.

NOTE 4 – OWNED AND OPERATED ASSETS

In November 2007, affiliates of Haven, one of our former operators/lessees/mortgagors, operated under Chapter 11 bankruptcy protection. Commencing in February 2008, the assets of the Haven facilities were marketed for sale via an auction process to be conducted through proceedings established by the bankruptcy court. The auction process failed to produce a qualified buyer. As a result, and pursuant to our rights as ordered by the bankruptcy court, Haven moved the bankruptcy court to authorize us to credit bid certain of the indebtedness that it owed to us in exchange for taking ownership of and transitioning certain of its assets to a new entity in which we have a substantial ownership interest, all of which was approved by the bankruptcy court on July 4, 2008. Effective July 7, 2008, we took ownership and/or possession of 15 facilities previously operated by Haven. TC Healthcare, a new entity and an interim operator, in which we have a substantial economic interest, began operating these facilities on our behalf through an independent contractor.

On August 6, 2008, we entered into a Master Transaction Agreement ("2008 MTA") with affiliates of FC/SCH whereby FC/SCH agreed (subject to certain closing conditions, including the receipt of licensure) to lease 14 SNFs and one ALF facility under a master lease. These facilities were formerly leased to Haven.

Effective September 1, 2008, we completed the operational transfer of 12 SNFs and one ALF to affiliates of FC/SCH, in accordance with the terms of the 2008 MTA. These 13 facilities are located in Connecticut (5), Rhode Island (4), New Hampshire (3) and Massachusetts (1). As part of the transaction, Genesis has entered into a long-term management agreement with FC/SCH to oversee the day-to-day operations of each of these facilities. The two remaining facilities in Vermont, which were operated by TC Healthcare until May 31, 2010, they were then transferred to FC/SCH upon licensure from the state of Vermont. As a result of the transition of the operations to FC/SCH, we no longer operate any owned and operated facilities, effective June 1, 2010. Our consolidated financial statements include the results of operations of Vermont facilities from July 7, 2008 to May 31, 2010.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Nursing home revenues and expenses, included in our consolidated financial statements that relate to such owned and operated assets are set forth in the tables below.

	For Year Ended December 31,		
	2011	2010 ⁽¹⁾	2009
	(in thousands)		
Nursing home revenues	\$ —	\$ 7,336	\$ 18,430
Nursing home expenses	653	7,998	20,632
Loss from nursing home operations	\$ (653)	\$ (662)	\$ (2,202)

⁽¹⁾ 2010 includes revenues and expenses for two facilities from January 1, 2010 through May 31, 2010.

NOTE 5 - MORTGAGE NOTES RECEIVABLE

As of December 31, 2011, mortgage notes receivable relate to 12 fixed-rate mortgages on 32 long-term care facilities and one construction mortgage on a facility currently under construction. The mortgage notes are secured by first mortgage liens on the borrowers' underlying real estate and personal property. The mortgage notes receivable relate to facilities located in five states, operated by six independent healthcare operating companies. We monitor compliance with mortgages and when necessary have initiated collection, foreclosure and other proceedings with respect to certain outstanding loans.

The outstanding principal amounts of mortgage notes receivable, net of allowances, were as follows:

	December 31,	
	2011	2010
	(in thousands)	
3 Ciena Construction Mortgage notes; interest at 12.50%	\$ 12,798	\$ 4,757
Mortgage note due 2012; interest at 10.00%	5,000	—
Mortgage note due 2014; monthly payment of \$66,914, including interest at 11.00%	6,504	6,577
Mortgage note due 2016; interest at 11.50%	11,545	11,395
Mortgage note due 2021; interest at 11.00%	92,000	—
Mortgage note due 2023; interest at 11.00%	69,928	69,928
Mortgage note due 2030; interest at 10.20%	15,900	15,900
3 Mortgage notes due 2046; interest at 12.00%	25,000	—
Total mortgages — net ⁽¹⁾	\$ 238,675	\$ 108,557

⁽¹⁾ Mortgage notes are shown net of allowances of \$0.0 million in 2011 and 2010.

2011 Mortgage Note Activity

Ciena Multiple Facilities Loan

On November 14, 2011, we entered into a \$92.0 million first mortgage loan with affiliates of Ciena Health Care Management Inc. to finance Ciena's purchase of 13 SNFs in Michigan, totaling 1,421 beds. The term of the mortgage is 10 years. The interest rate during the first 3 years will accrue at a fixed annual rate of 11%. During loan years 4, 5 and 6, interest will accrue at a fixed annual rate of 11.75% and during the remaining term of the note, interest will accrue at a fixed annual rate of 12.5%.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

White Pine Mortgage Loan

On October 31, 2011, and simultaneous with the close of the purchase / leaseback transaction with White Pine, we entered into a first mortgage loan in the amount of \$25 million secured by a lien on three SNFs, totaling 352 beds, all located in Maryland.

Nexion Health, Inc.

On July 18, 2011, we entered into a \$5.0 million first mortgage loan with Nexion Health, Inc. ("Nexion") to finance Nexion's purchase of one SNF in Texas. The mortgage loan matures in July 2012 and carries an annual interest rate of 10%.

Ciena Construction Mortgage Loan

In October 2011, we agreed to a third Construction Mortgage Loan for an aggregate of \$7.8 million to affiliates of Ciena Health Care Management Inc. for constructing a new SNF in Michigan. The loan terms are the same as the two construction loans above. As of December 31, 2011, we have funded a total of approximately \$2.2 million for the construction of the 120 bed facility.

2010 Mortgage Note Activity

Meridian Secured Mortgage Note

In December 2010, we entered into a first mortgage loan with a new operator of Omega in the amount of \$15.9 million on three SNFs, totaling 240 beds. All three facilities are located in Florida. The term of the mortgage is 20 years. The interest rate is 10%, with annual escalators of 2%.

Ciena Construction Mortgage Loan

In August 2010, we agreed to a Construction Mortgage Loan for an aggregate of \$5.6 million to affiliates of Ciena Health Care Management Inc. for the purpose of constructing a new SNF in Michigan. The loan is an interest only loan and bears interest at an annual rate of 12.5% and matures on the 10th anniversary of the completion of construction of the facility. As of December 31, 2010 and 2011, we have funded a total of approximately \$4.2 million and \$5.6 million, respectively for the construction of the 120 bed facility.

In November 2010, we agreed to a second Construction Mortgage Loan for an aggregate of \$5.3 million to affiliates of Ciena Health Care Management Inc. for constructing a new SNF in Michigan. The loan terms are the same as the first construction loan above. As of December 31, 2010 and 2011, we have funded a total of approximately \$0.6 million and \$5.0 million, respectively for the construction of the 113 bed facility.

Purchase of Mortgage Backed Certificate Securities

In March 2010, we purchased, in the open market, two series of mortgage - backed certificates with a face value of \$14 million for approximately \$12.9 million. The securities yield, including the amortization of the discount, was approximately 10% annually. The certificates were part of a \$250 million trust that was secured by 65 SNFs owned by CapitalSource, 63 of which we acquired on June 9, 2010 as part of the Option closing. On June 21, 2010, these mortgage back certificates were retired at par for approximately \$14.0 million, generating a gain of approximately \$0.8 million which is included in Other Investment Income – net in the accompanying consolidated statement of income.

Communicare Mortgage Amendment

In October 2010, we agreed to extend the term of a mortgage note from April 30, 2018 to April 30, 2022. The original agreement allowed for the extension of the term and increased the interest rate during the extended term to 13.75%. In December 2011, we agreed to extend the term of the mortgage note from April 30, 2022 to December 31, 2023. The rate for the additional term will be 13.75%.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 6 - OTHER INVESTMENTS

A summary of our other investments is as follows:

	December 31,	
	2011	2010
	(in thousands)	
Haven DIP II	\$ -	\$ 407
Infinia on demand	225	225
Rest Haven due 2015	2,718	2,918
CommuniCare due 2023	1,000	1,000
CommuniCare due 2021	1,369	-
CommuniCare due 2021	1,323	-
CommuniCare due 2022	1,304	-
Formation /Genesis ⁽¹⁾	12,938	21,805
Nexion due 2012	1,500	-
Signature due 2017	28,000	-
Notes receivable, gross ⁽²⁾	50,377	26,355
Allowance for loss on notes receivable	(1,977)	(2,177)
Notes receivable, net	48,400	24,178
Marketable securities and other	4,557	4,557
Total other investments	\$ 52,957	\$ 28,735

⁽¹⁾ The Formation note was assumed by Genesis on January 1, 2012.

⁽²⁾ The majority of these notes bear interest at approximately 10% annually.

For the year ended December 31, 2011 and 2010, apart from the normal scheduled monthly loan payments, we had the following transactions that impacted our other investments:

2010 and 2011 Transactions

Formation Capital Note

In December 2009, we began discussions with FC/SCH regarding a modification to the lease agreement due to the continued operating weakness of the Connecticut facilities. The modification includes removing the Connecticut facilities from the lease agreement, reducing annual rent and transitioning the Connecticut facilities to another operator. The lease agreement and working capital agreement are cross defaulted. At December 31, 2009, we had not agreed to a revised lease. However, as a result of the potential modification of the lease and the potential for changes to the contractual payments required by the working capital loan agreements, we determined that the working capital notes were impaired but no reserve was recorded.

In early 2010, we amended the master lease with FC/SCH based on proposed terms. The majority of the outstanding note balance for 2010 and 2009 related to a working capital line of credit with FC/SCH which was secured by the accounts receivable and other collateral. The FC/SCH notes were due December 31, 2011. During the fourth quarter of 2011, we impaired the working capital notes by \$2.3 million. As part of the 2011 MTA, the new third party lessee/operator will assume approximately \$11.9 million of the working capital notes as well as the accounts receivables supporting the note related to the 12 facilities that are expected to be transitioned to the new operator. The FC/SCH notes were assumed by Genesis as part of the master transition agreement on January 1, 2012.

Signature \$28.0 million Term Loan

In December 2011, we entered into a five year \$28.0 million 10.0% term loan agreement with affiliates of Signature Healthcare.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 7 - CONCENTRATION OF RISK

As of December 31, 2011, our portfolio of domestic investments consisted of 438 healthcare facilities, located in 35 states and operated by 51 third-party operators. Our gross investment in these facilities, net of impairments and before reserve for uncollectible loans, totaled approximately \$2.8 billion at December 31, 2011, with approximately 99% of our real estate investments related to long-term care facilities. This portfolio is made up of 385 SNFs, 10 ALFs, five specialty facilities, fixed rate mortgages on 32 SNFs, and six assets and a parcel of land that are held for sale. At December 31, 2011, we also held miscellaneous investments of approximately \$53.0 million, consisting primarily of secured loans to third-party operators of our facilities.

At December 31, 2011, we had two investments with operators and/or managers that exceeded 9% of our total investments: (i) affiliates and/or subsidiaries of CommuniCare Health Services ("CommuniCare") (12%), and (ii) affiliates and/or subsidiaries of Airamid Health Management, LLC ("Airamid") (9%). The three states in which we had our highest concentration of investments were Florida (22%), Ohio (13%) and Pennsylvania (6%) at December 31, 2011.

For the year ended December 31, 2011, our revenues from operations totaled \$292.2 million, of which approximately \$38.6 million were from CommuniCare (13%) and \$33.6 million were from Sun Healthcare (11%). No other operator generated more than 9% of our revenues from operations for the year ended December 31, 2011.

Sun Healthcare is subject to the reporting requirements of the SEC and is required to file with the SEC annual reports containing audited financial information and quarterly reports containing unaudited interim financial information. Sun's filings with the SEC can be found at the SEC's website at www.sec.gov. We are providing this data for information purposes only, and we undertake no responsibility for Sun's filings.

NOTE 8 - LEASE AND MORTGAGE DEPOSITS

We obtain liquidity deposits and letters of credit from most operators pursuant to our lease and mortgage contracts with the operators. These generally represent the rental and mortgage interest for periods ranging from three to six months with respect to certain of our investments. At December 31, 2011, we held \$6.4 million in such liquidity deposits and \$30.6 million in letters of credit. The liquidity deposits may be applied in the event of lease and loan defaults, subject to applicable limitations under bankruptcy law with respect to operators filing under Chapter 11 of the United States Bankruptcy Code. Liquidity deposits are recorded as restricted cash on our consolidated balance sheets. Additional security for rental and mortgage interest revenue from operators is provided by covenants regarding minimum working capital and net worth, liens on accounts receivable and other operating assets of the operators, provisions for cross default, provisions for cross-collateralization and by corporate/personal guarantees.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 9 - BORROWING ARRANGEMENTS

The following is a summary of our long-term borrowings:

	<u>Maturity</u>	<u>Current Rate</u>	<u>December 31,</u>	
			<u>2011</u>	<u>2010</u>
			(in thousands)	
Secured borrowings:				
HUD Berkadia mortgages ⁽¹⁾	2036 - 2040	6.61%	\$ 64,533	\$ 66,128
HUD Capital Funding mortgages	2040 - 2045	4.85%	133,061	135,168
HUD White Pine mortgages ⁽¹⁾	2036 - 2040	4.87%	32,813	—
HUD Affiliates of CFG ⁽¹⁾	2029 - 2044	5.70%	73,203	—
Total secured borrowings			303,610	201,296
Unsecured borrowings:				
Revolving line of credit	2015	2.86%	\$ 272,500	\$ —
2016 Notes	2016	7.0%	175,000	175,000
2020 Notes	2020	7.5%	200,000	200,000
2022 Notes	2022	6.75%	575,000	575,000
Subordinated debt	2021	9.0%	21,219	21,403
			971,219	971,403
Premium - net			4,071	4,266
Total unsecured borrowings			1,247,790	975,669
Totals – net			\$ 1,551,400	\$ 1,176,965

(1) Reflects the weighted average interest rate on the mortgages.

Secured Borrowings

Termination of \$320 Million Secured Revolving Credit Facility

On August 16, 2011, we terminated our previous \$320 million senior secured revolving credit facility (the "2010 Credit Facility") and we recorded a non-cash charge of approximately \$3.1 million relating to the write-off of deferred financing costs associated with the termination of the 2010 Credit Facility.

White Pine Mortgages Assumption

In connection with the October 31, 2011 White Pine acquisition, we assumed approximately \$29.9 million, 4.87% (weighted-average) HUD – guaranteed indebtedness which matures between March 2036 and September 2040.

Affiliates of CFG Mortgage Assumption

In connection with the December 23, 2011, acquisition from Affiliates of CFG, we assumed approximately \$71.3 million, 5.70% (weighted-average) HUD – guaranteed indebtedness which matures between October 2029 and July 2044.

Unsecured Borrowings

\$475 Million Unsecured Revolving Credit Facility

On August 16, 2011, we entered into our new \$475 million 2011 Credit Facility and concurrently terminated our 2010 Credit Facility. The 2011 Credit Facility is unsecured and matures in four years, on August 17, 2015. The 2011 Credit Facility includes an "accordion feature" that permits us to expand our borrowing capacity to \$600 million.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

At December 31, 2011, we had \$272.5 million outstanding under the 2011 Credit Facility, and no letters of credit outstanding, leaving availability of \$202.5 million. For the year ended December 31, 2011, the weighted average interest rate was 2.85%.

The 2011 Credit Facility is priced at LIBOR plus an applicable percentage (ranging from 225 basis points to 300 basis points) based on our consolidated leverage. In the event the Company achieves at least two investment grade ratings from Standard & Poor's, Moody's and/or Fitch Ratings, the 2011 Credit Facility will be priced at LIBOR plus an applicable percentage ranging from 150 basis points to 210 basis points (including a facility fee). The Company's applicable percentage above LIBOR was 250 basis points at December 31, 2011 under the 2011 Credit Facility. The 2011 Credit Facility is used for acquisitions and general corporate purposes.

The 2011 Credit Facility contains customary affirmative and negative covenants, including, without limitation, maintenance of REIT status and limitations on: indebtedness; investments; liens; mergers and consolidations; sales of assets; transactions with affiliates; negative pledges; prepayment of debt; use of proceeds; changes in lines of business; repurchases of the Company's capital stock if a default or event of default occurs. In addition, the 2011 Credit Facility contains financial covenants including, without limitation, those relating to maximum total leverage, maximum secured leverage, maximum unsecured leverage, minimum fixed charge coverage, minimum consolidated tangible net worth, minimum unsecured debt yield, minimum unsecured interest coverage and maximum distributions. As of December 31, 2011, we were in compliance with all affirmative and negative covenants, including financial covenants.

\$575 Million 6.75% Senior Notes due 2022 Exchange Offer

On June 2, 2011, we commenced an offer to exchange \$575 million of our 6.75% Senior Notes due 2022 that have been registered under the Securities Act of 1933 for \$575 million of our outstanding 6.75% Senior Notes due 2022, which were issued in October and November 2010 in two separate private placements. (see "\$225 Million 6.75% Senior Notes due 2022" and "\$300 Million 6.75% Senior Notes due 2022" below).

All \$575 million outstanding aggregate principal amount of the initial notes were validly tendered and not withdrawn prior to the expiration of the exchange offer, and were exchanged for exchange notes as of July 14, 2011, pursuant to the terms of the exchange offer. The exchange notes are identical in all material respects to the initial notes, except that the issuance of the exchange notes was registered under the Securities Act of 1933 and the provisions of the initial notes relating to transfer restrictions, registration rights and additional interest relating to registrations delays do not apply to the exchange notes.

\$200 Million 7.5% Senior Notes due 2020

On February 9, 2010, we issued and sold \$200 million aggregate principal amount of 7.5% Senior Notes due 2020 (the "2020 Notes"). The 2020 Notes mature on February 15, 2020 and pay interest semi-annually on August 15th and February 15th.

We may redeem the 2020 Notes, in whole at any time or in part from time to time, at redemption prices of 103.75%, 102.5% and 101.25% of the principal amount thereof if the redemption occurs during the 12-month periods beginning on February 15 of the years 2015, 2016 and 2017, respectively, and at a redemption price of 100% of the principal amount thereof on and after February 15, 2018, in each case, plus any accrued and unpaid interest to the redemption date. In addition, until February 15, 2013 we may redeem up to 35% of the 2020 Notes with the net proceeds of one or more public equity offerings at a redemption price of 107.5% of the principal amount of the 2020 Notes to be so redeemed, plus any accrued and unpaid interest to the redemption date. If we undergo a change of control, we may be required to offer to purchase the notes from holders at a purchase price equal to 101% of the principal amount plus accrued interest.

The 2020 Notes were sold at an issue price of 98.278% of the principal amount, resulting in gross proceeds of approximately \$197 million. We used the net proceeds from the sale of the 2020 Notes, after discounts and expenses, to (i) repay outstanding borrowings of approximately \$59 million of debt assumed in connection with our December 22, 2009 CapitalSource acquisition, (ii) repay outstanding borrowings under our 2009 Credit Facility, and (iii) for working capital and general corporate purposes, including the acquisition of healthcare-related properties such as the CapitalSource acquisitions. The 2020 Notes are guaranteed by substantially all of our subsidiaries as of the date of issuance. The entities we acquired on June 29, 2010 from CapitalSource which own 40 facilities (see "HUD Portfolio Closing" in Note 3) and the entities created to effect the acquisition and the 18 HUD facilities and entities that we acquired from White Pine on October 31, 2011 and CFG on December 23, 2011 are not guarantors of our 2020 Notes, or our outstanding 2022 or 2016 Notes. As of December 31, 2011, our subsidiaries that are not guarantors of these Notes accounted for approximately \$526.9 million of our total assets.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

On October 20, 2010, we commenced an offer to exchange \$200 million of our registered 7.5% Senior Notes due 2020 for all of the initial 2020 Notes. All \$200 million outstanding aggregate principal amount of the initial notes were validity tendered and not withdrawn prior to the expiration of the exchange offer, and were exchanged for exchange notes as of November 22, 2010. The terms of the exchange notes are substantially identical to the terms of the initial notes, except that provisions of the initial notes relating to transfer restrictions, registration rights and additional interest do not apply to exchange notes.

\$225 Million 6.75% Senior Notes due 2022

On October 4, 2010, we issued and sold \$225 million aggregate principal amount of our 6.75% Senior Notes due 2022 (the "Initial 2022 Notes"). The Initial 2022 Notes mature on October 15, 2022 and pay interest semi-annually on April 15th and October 15th.

We may redeem the Initial 2022 Notes, in whole at any time or in part from time to time, at redemption prices of 103.375%, 102.25% and 101.125% of the principal amount thereof if the redemption occurs during the 12-month periods beginning on October 15 of the years 2015, 2016 and 2017, respectively, and at a redemption price of 100% of the principal amount thereof on and after October 15, 2018, in each case, plus any accrued and unpaid interest to the redemption date. In addition, until October 15, 2013 we may redeem up to 35% of the Initial 2022 Notes with the net proceeds of one or more public equity offerings at a redemption price of 106.75% of the principal amount of the Initial 2022 Notes to be so redeemed, plus any accrued and unpaid interest to the redemption date. If we undergo a change of control, we may be required to offer to purchase the notes from holders at a purchase price equal to 101% of the principal amount plus accrued interest.

The Initial 2022 Notes were sold at an issue price of 98.984% of the principal amount, resulting in gross proceeds of approximately \$223 million. We used the net proceeds from the sale of the Initial 2022 Notes, after discounts and expenses, to (i) pay off borrowings under the 2010 Credit Facility and (ii) for general corporate purposes. As of December 31, 2011, our subsidiaries that are not guarantors of these Initial 2022 Notes accounted for approximately \$526.9 million of our total assets.

\$350 Million 6.75% Senior Notes due 2022

On November 23, 2010, we issued and sold \$350 million aggregate principal amount of our 6.75% Senior Notes due 2022 (the "Additional 2022 Notes"). The Additional 2022 Notes are of the same series as, and thus have the same terms, as our Initial 2022 Notes.

The Additional 2022 Notes were sold at an issue price of 103% of their face value, before initial purchasers' discount, plus accrued interest from October 4, 2010, resulting in gross proceeds to us of approximately \$364 million. We used the net proceeds from the sale of the Additional 2022 Notes (i) to fund our tender offer for our outstanding \$310 million aggregate principal amount of 7% Senior Notes due 2014 (see "Tender Offer and Consent Solicitation for 7% Senior Notes due 2014" below), and (ii) for working capital and general corporate purposes. As of December 31, 2011, our subsidiaries that are not guarantors of these Additional 2022 Notes accounted for approximately \$526.9 million of our total assets.

Certain of our other secured and unsecured borrowings are subject to customary affirmative and negative covenants, including financial covenants. As of December 31, 2011, we were in compliance with all affirmative and negative covenants, including financial covenants, for our secured and unsecured borrowings.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

The required principal payments, excluding the premium/discount on the 2022, 2020 and 2016 Notes, for each of the five years following December 31, 2011 and the aggregate due thereafter are set forth below:

	(in thousands)
2012	\$ 4,188
2013	4,447
2014	4,694
2015	277,456
2016	180,232
Thereafter	1,051,041
Totals	\$ 1,522,058

The following summarizes the refinancing related costs:

	Year Ended December 31,		
	2011	2010	2009
	(in thousands)		
Write off of deferred finance cost due to refinancing ^{(1) (2) (3)}	\$ 3,055	\$ 8,231	\$ 526
Prepayment and other costs associated with refinancing ⁽⁴⁾	16	11,251	—
Total debt extinguishment costs	\$ 3,071	\$ 19,482	\$ 526

(1) In 2011, we terminated our \$320 million 2010 Credit Facility and wrote-off deferred financing costs of \$3.1 million.

(2) In 2010, we wrote-off: (a) \$3.5 million associated with the termination of our \$200 million 2009 Credit Facility, (b) \$2.2 million associated with the termination of a \$100 million GECC term loan and (c) \$2.6 million associated with the tender offer and retirement of our outstanding \$310 million 7% Senior Notes due 2014.

(3) In 2009, we terminated our \$255 credit facility and wrote off \$0.5 million in deferred financing costs.

(4) In 2010, we made prepayment penalties of: (a) \$3.0 million for the early termination of a \$100 million GECC term loan and (b) \$8.3 million for the tender offer and retirement of our outstanding \$310 million 7% Senior Notes due 2014.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 10 - FINANCIAL INSTRUMENTS

At December 31, 2011 and 2010, the carrying amounts and fair values of our financial instruments were as follows:

	2011		2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(in thousands)			
Assets:				
Cash and cash equivalents	\$ 351	\$ 351	\$ 6,921	\$ 6,921
Restricted cash	34,112	34,112	22,399	22,399
Mortgage notes receivable – net	238,675	241,494	108,557	109,610
Other investments – net	52,957	48,903	28,735	25,317
Totals	\$ 326,095	\$ 324,860	\$ 166,612	\$ 164,247
Liabilities:				
Revolving line of credit	\$ 272,500	\$ 272,500	\$ —	\$ —
7.00% Notes due 2016 – net	174,376	186,398	174,221	187,079
7.50% Notes due 2020 – net	197,202	216,114	196,857	212,837
6.75% Notes due 2022 – net	582,493	582,684	583,188	576,019
HUD debt	303,610	321,949	201,296	214,643
Subordinated debt	21,219	23,198	21,403	23,248
Totals	\$ 1,551,400	\$ 1,602,843	\$ 1,176,965	\$ 1,213,826

Fair value estimates are subjective in nature and are dependent on a number of important assumptions, including estimates of future cash flows, risks, discount rates and relevant comparable market information associated with each financial instrument (see Note 2 – Summary of Significant Accounting Policies). The use of different market assumptions and estimation methodologies may have a material effect on the reported estimated fair value amounts.

The following methods and assumptions were used in estimating fair value disclosures for financial instruments.

- Cash and cash equivalents and restricted cash: The carrying amount of cash and cash equivalents and restricted cash reported in the balance sheet approximates fair value because of the short maturity of these instruments (i.e., less than 90 days).
- Mortgage notes receivable: The fair values of the mortgage notes receivables are estimated using a discounted cash flow analysis, using interest rates being offered for similar loans to borrowers with similar credit ratings.
- Other investments: Other investments are primarily comprised of: (i) notes receivable and (ii) an investment in redeemable non-convertible preferred security of an unconsolidated business accounted for using the cost method of accounting. The fair values of notes receivable are estimated using a discounted cash flow analysis, using interest rates being offered for similar loans to borrowers with similar credit ratings. The fair value of the investment in the unconsolidated business is estimated using quoted market value and considers the terms of the underlying arrangement.
- Revolving lines of credit: The fair value of our borrowings under variable rate agreements are estimated using an expected present value technique based on expected cash flows discounted using the current market rates.
- Senior notes and other long-term borrowings: The fair value of our borrowings under fixed rate agreements are estimated based on open market trading activity provided by a third party.

NOTE 11 – TAXES

We were organized, have operated, and intend to continue to operate in a manner that enables us to qualify for taxation as a REIT under Sections 856 through 860 of the Internal Revenue Code. On a quarterly and annual basis we perform several analyses to test our compliance within the REIT taxation rules. In order to qualify as a REIT, we are required to: (i) distribute dividends (other than capital gain dividends) to our stockholders in an amount at least equal to (A) the sum of (a) 90% of our "REIT taxable income" (computed without regard to the dividends paid deduction and our net capital gain), and (b) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of non-cash income on an annual basis, (ii) ensure that at least 75% and 95%, respectively of our gross income is generated from qualifying sources that are described in the REIT tax law, (iii) ensure that at least 75% of our assets consist of qualifying assets, such as real property, mortgages, and other qualifying assets described in the REIT tax law, (iv) ensure that we do not own greater than 10% of the voting or value of any one security, (v) ensure that we do not own either debt or equity securities of another company that are in excess of 5% of our total assets and (vi) ensure that no more than 25% of our assets are invested in one or more taxable REIT subsidiaries. In addition to the income and asset tests, the REIT rules require that no less than 100 stockholders own shares or an interest in the REIT and that five or fewer individuals do not own (directly or indirectly) more than 50% of the shares or proportionate interest in the REIT. If we fail to qualify as a REIT in any tax year, we will be subject to federal income tax on our taxable income at regular corporate rates and may not be able to qualify as a REIT for the four subsequent years.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

We are also subject to federal taxation of 100% of the derived net income if we sell or dispose of property, other than foreclosure property, that we held primarily for sale to customers in the ordinary course of a trade or business. We believe that we do not hold assets for sale to customers in the ordinary course of business and that none of the assets currently held for sale or that have been sold would be considered a prohibited transaction within the REIT taxation rules.

So long as we qualify as a REIT we generally will not be subject to Federal income taxes on the REIT taxable income that we distribute to stockholders, subject to certain exceptions. In 2011, we paid preferred and common dividend payments of \$161.9 million which satisfies the 2011 REIT requirements relating to the distribution of our REIT Taxable Income. On a quarterly and annual basis we tested our compliance within the REIT taxation rules described above to ensure that we were in compliance with the rules.

In July 2008, we assumed operating responsibilities for the 15 Haven facilities due to the bankruptcy of one of our operators/tenants. In September 2008, we entered into an agreement to lease these facilities to a new operator/tenant. Effective September 1, 2008, the new operator/tenant assumed operating responsibility for 13 of the 15 facilities, and, as a result, we retained operating responsibility for two properties as of December 31, 2008. We were in the process of addressing state regulatory requirements necessary to transfer the final two properties to the new operator/tenant. We made an election on our 2008 federal income tax return to treat the Haven facilities as foreclosure properties. Because we acquired possession in connection with a foreclosure, the Haven facilities are eligible to be treated as foreclosure property until the end of 2011. On June 1, 2010, the two remaining facilities were transitioned to the new tenant/operator upon approval by state regulators of the operating license transfer and as of such date, TC healthcare no longer operates these facilities. So long as the Haven facilities qualify as foreclosure property, our gross income from the properties will be qualifying income for the 75% and 95% gross income tests, but we will generally be subject to corporate income tax at the highest rate on the net income from the properties. If one or more of the Haven facilities were to inadvertently fail to qualify as foreclosure property, we would likely recognize nonqualifying income from such property for purposes of the 75% and 95% gross income tests, which could cause us to fail to qualify as a REIT. In addition, any gain from a sale of such property could be subject to the 100% prohibited transactions tax. Since the year 2000, the definition of foreclosure property has included any "qualified health care property," as defined in Code Section 856(e)(6) acquired by us as the result of the termination or expiration of a lease of such property. We have from time to time operated qualified healthcare facilities acquired in this manner for up to two years (or longer if an extension was granted), including the Haven properties mentioned in the previous paragraph. Properties that we had taken back in a foreclosure or bankruptcy and operated for our own account were treated as foreclosure properties for income tax purposes, pursuant to Internal Revenue Code Section 856(e). Gross income from foreclosure properties was classified as "good income" for purposes of the annual REIT income tests upon making the election on the tax return. Once made, the income was classified as "good" for a period of three years, or until the properties were no longer operated for our own account. In all cases of foreclosure property, we utilized an independent contractor to conduct day-to-day operations to maintain REIT status. In certain cases we operated these facilities through a taxable REIT subsidiary. For those properties operated through the taxable REIT subsidiary, we formed a new entity (TC Healthcare) on our behalf through the use of an eligible independent contractor to conduct day-to-day operations to maintain REIT status. As a result of the foregoing, we do not believe that our participation in the operation of nursing homes increased the risk that we would fail to qualify as a REIT. Through our 2011 taxable year, we had not paid any tax on our foreclosure property because those properties had been producing losses.

Subject to the limitation described above under the REIT asset test rules, we are permitted to own up to 100% of the stock of one or more TRSs. Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The TRS had a net operating loss carry-forward as of December 31, 2011 and 2010 of \$1.1 million. The loss carry-forward was fully reserved at December 31, 2011 and 2010 with a valuation allowance due to uncertainties regarding realization. There is currently no activity in the TRS.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 12 - RETIREMENT ARRANGEMENTS

Our company has a 401(k) Profit Sharing Plan covering all eligible employees. Under this plan, employees are eligible to make contributions, and we, at our discretion, may match contributions and make a profit sharing contribution.

We have a deferred compensation plan which is an unfunded plan under which we can award units that result in participation in the dividends and future growth in the value of our common stock. As of December 31, 2011 we had \$0.2 million in liabilities associated with the deferred compensation plan.

Amounts charged to operations with respect to these retirement arrangements totaled approximately \$222,500, \$168,700 and \$156,600 in 2011, 2010 and 2009, respectively.

NOTE 13 – STOCKHOLDERS' EQUITY

Stockholders' Equity

\$100 Million Stock Repurchase Program

On August 30, 2011, the Board of Directors authorized the repurchase of up to \$100 million of our outstanding common stock from time to time over a period of 12 months following such authorization.

We are authorized to repurchase shares of our common stock in open market and privately negotiated transactions at the times, and in the manner and amounts, as determined by our management and in accordance with the pricing guidelines approved by our Board of Directors and applicable law. The timing and amount of stock repurchases will depend on a variety of factors, including market conditions and corporate and regulatory considerations. We have no obligation to repurchase any amount of our common stock, and such repurchases, if any, may be discontinued at any time. We fund stock repurchases with borrowings under the 2011 Credit Facility.

On September 30, 2011, we entered into open market transactions to repurchase 183,310 shares of our common stock at an average price of \$15.96 per share. This repurchase of these common shares settled in the ordinary course on October 5, 2011.

Redemption of Series D Preferred Stock

On March 7, 2011, pursuant to authorization from our Board of Directors, we redeemed all of the outstanding shares of our 8.375% Series D Cumulative Redeemable Preferred Stock at a redemption price of \$25 per share plus \$0.21519 per share in accrued and unpaid dividends up to and including the redemption date, for an aggregate redemption price of \$25.21519 per share. Dividends on the shares of Series D Preferred Stock ceased to accrue on and after the redemption date, after which the Series D Preferred Stock ceased to be outstanding.

We borrowed approximately \$103 million under our previous 2010 Credit Facility to fund the redemption price. In connection with the redemption of the Series D Preferred Stock, we wrote-off \$3.5 million of preferred stock issuance costs that reduced first quarter 2011 net income attributable to common stockholders by approximately \$0.03 per common share.

1.0 Million Share Common Stock Issuance

In connection with the June 29, 2010 CapitalSource acquisition, we issued approximately 1.0 million shares of our common stock to the selling stockholder. The closing price of the common stock was \$19.80 per share.

\$140 Million Equity Shelf Program

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

On June 25, 2010, we entered into separate equity distribution agreements (the "2010 ESP Agreements") to sell shares of our common stock having an aggregate gross sales price of up to \$140,000,000 (the "2010 ESP") with each of BofA Merrill Lynch, Credit Agricole Securities (USA) Inc., Deutsche Bank Securities, Jefferies & Company, Inc., RBS Securities Inc., Stifel Nicolaus & Company, Incorporated and UBS Securities LLC, each as sales agents and/or principal (collectively, the "2010 ESP Managers"). Under the terms of the 2010 ESP Agreements, we may from time to time offer and sell shares of our common stock, having an aggregate gross sales price of up to \$140,000,000 through or to the 2010 ESP Managers. We will pay each 2010 ESP Manager compensation from the sales of the shares equal to 2% of the gross sales price per share of shares sold through such 2010 ESP Manager under the applicable 2010 ESP Agreement.

During the year ended December 31, 2011, 1.4 million shares of our common stock were issued through the 2010 ESP for net proceeds of approximately \$31.4 million, net of \$0.6 million of commissions. During the year ended December 31, 2010, 3.1 million shares of our common stock were issued through the 2010 ESP for approximately \$65.4 million, net of \$1.3 million of commissions.

\$100 Million Equity Shelf Program

On June 12, 2009, we entered into separate Equity Distribution Agreements (collectively, the "2009 ESP Agreements") with each of UBS Securities LLC, Deutsche Bank Securities Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, each as sales agents and/or principal (the "2009 ESP Managers"). Under the terms of the 2009 ESP Agreements, we sold shares of our common stock, from time to time, through or to the 2009 ESP Managers having an aggregate gross sales price of up to \$100,000,000 (the "2009 ESP"). We paid each 2009 ESP Manager compensation for sales of the shares equal to 2% of the gross sales price for shares sold through such Manager, as sales agent, under the applicable 2009 ESP Agreement. In 2009, 1.4 million shares of our common stock were issued through the 2009 ESP for net proceeds of approximately \$23.7 million, net of \$0.5 million of commissions. In 2010, we issued 3.8 million shares through the 2009 ESP for approximately \$73.9 million, net of \$1.8 million of commissions.

We issued a total of 5.2 million shares of common stock, generating a total of \$97.6 million of net proceeds under our \$100 million 2009 ESP, which was terminated in April of 2010.

2.7 Million Share Common Stock Issuance

On December 22, 2009, we issued 2.7 million shares of our common stock as part of the consideration paid at the December 22, 2009 closing under our purchase agreement with CapitalSource. The closing price of our common stock on December 22, 2009 was \$19.45 per share.

Dividend Reinvestment and Common Stock Purchase Plan

We have a Dividend Reinvestment and Common Stock Purchase Plan (the "DRSPP") that allows for the reinvestment of dividends and the optional purchase of our common stock. For the year ended December 31, 2011 we issued 2.9 million shares of common stock for approximately \$59.1 million in net proceeds. For the year ended December 31, 2010, we issued 3.0 million shares of common stock for approximately \$60.5 million in net proceeds.

NOTE 14 – STOCK-BASED COMPENSATION

We offer stock-based compensation to our employees that include stock options, restricted stock awards and performance share awards. Under the terms of our 2000 Stock Incentive Plan (the "2000 Plan") and the 2004 Stock Incentive Plan (the "2004 Plan"), we reserved 3,500,000 shares and 3,000,000 shares of common stock, respectively.

Stock Options and Tax Withholding

The 2000 Plan and 2004 Plan allow for the issuance of stock options to employees, directors and consultants at exercise price equal to the Company's common stock price on the date of grant. The 2000 Plan and 2004 Plan do not allow for a reduction in the exercise price after the date of grant, nor do they allow for an option to be cancelled in exchange for an option with a lower exercise price per share. At December 31, 2011, there were no options outstanding under the 2000 Plan. We have not issued stock options to employees, directors or consultants since 2004.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Cash received from the exercise under all stock-based payment arrangements for the years ended December 31, 2011, 2010 and 2009 was \$0, \$89,000 and \$19,000, respectively. Cash used to pay minimum tax withholdings for equity instruments granted under stock-based payment arrangements for the years ended December 31, 2011, 2010 and 2009, was \$1.3 million, \$2.1 million and \$0.7 million, respectively.

Restricted Stock Awards

Restricted stock awards are subject to forfeiture if the holder's service to us terminates prior to vesting, subject to certain exceptions for certain qualifying terminations of employment or a change in control of the Company. Prior to vesting, ownership of the shares cannot be transferred. The restricted stock has the same dividend and voting rights as the common stock. We expense the cost of these awards ratably over their vesting period.

In May 2007, we granted 286,908 shares of restricted stock to five executive officers under the 2004 Plan. The restricted stock award vested one-seventh on December 31, 2007 and two-sevenths on December 31, 2008, December 31, 2009, and December 31, 2010. As of December 31, 2010, all shares were vested.

Effective January 2011, we granted 428,503 shares of restricted stock and 496,979 performance restricted stock units ("PRsUs") to six employees. The restricted stock awards vest 100% on December 31, 2013, subject to continued employment on the vesting date and subject to certain exceptions for certain qualifying terminations of employment or a change in control of the Company. As of December 31, 2011, no shares of restricted stock have vested under these restricted stock awards.

In addition, in January of each year we grant restricted stock to directors as part of the director compensation. These shares vest ratably over a three year period, subject to exceptions for death, disability or a change in control of the Company.

The following table summarizes the activity in restricted stock for the years ended December 31, 2009, 2010 and 2011:

	Number of Shares	Weighted- Average Grant- Date Fair Value per Share	Compensation Cost (1) (in millions)
Non-vested at December 31, 2008	180,442	\$ 16.92	
Granted during 2009	11,900	15.79	\$ 0.2
Vested during 2009	(89,968)	16.90	
Non-vested at December 31, 2009	102,374	\$ 16.81	
Granted during 2010	15,500	20.00	\$ 0.3
Vested during 2010	(91,607)	16.96	
Non-vested at December 31, 2010	26,267	\$ 18.19	
Granted during 2011	444,003	22.42	\$ 10.0
Vested during 2011	(11,968)	17.42	
Non-vested at December 31, 2011	458,302	\$ 22.31	

(1) Total compensation cost to be recognized on the awards based on grant date fair value.

Performance Restricted Stock Units

Performance Restricted Stock Units ("PRsUs") are subject to forfeiture if the employee terminates service prior to vesting, subject to certain exceptions for certain qualifying terminations of employment or a change in control of the Company. Prior to vesting and distribution of shares, ownership of the shares cannot be transferred. The dividends on the PRsUs accumulate and if vested are paid. We expense the cost of these awards ratably over the employee's service period.

In May 2007, we awarded two types of PRsUs (annual and cliff vesting awards) to five employees totaling 247,992 shares. One half of the PRsUs awards were eligible for annual vesting based on performance in equal increments on December 31, 2008, December 31, 2009, and December 31, 2010, respectively. The other half of the PRsUs awards were eligible for cliff vesting on December 31, 2010. Vesting on both types of awards requires achievement of total shareholder return ("TSR") as defined in the agreements filed with the SEC on May 8, 2007. On March 29, 2010, the Compensation Committee of Omega's Board of Directors (the "Committee") determined that, based on the 26% TSR actually achieved for the twelve month period ended December 31, 2009 and in light of the challenging economic and capital market conditions that prevailed generally during 2009, it was appropriate to waive the vesting requirement solely with respect to the PRsUs that would have vested on December 31, 2009 had a cumulative, annualized TSR of 11% been achieved. As a result of the modification to the 2009 PRsUs, we recorded approximately \$0.4 million of additional expense which was recorded during the first quarter of 2010 and accrued dividends of approximately \$0.1 million related to this vesting. As of December 31, 2010, the performance targets for all of the awards were achieved and all shares became vested in respect of these PRsUs. All vested shares have been delivered to the executives.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

In January 2011, we awarded three types of PRSUs to the six employees: (i) annual total shareholder return ("TSR") PRSUs under which a maximum number of 124,244 shares could be earned, (ii) multi-year TSR PRSUs under which a maximum number of 279,552 shares could be earned and (iii) multi-year relative TSR PRSUs under which a maximum number of 93,183 shares could be earned.

Annual TSR PRSUs

The number of shares earned under the annual PRSUs depends generally on the level of achievement of TSR for the year-ended December 31, 2011. The annual PRSUs vest on December 31, 2011, subject to continued employment on the vesting date and subject to certain exceptions for certain qualifying terminations of employment or a change in control of the Company. The performance requirement for the 2011 annual PRSUs was not achieved and have been forfeited.

Multi-year TSR PRSUs

The number of shares earned under the multi-year TSR PRSUs depends generally on the level of achievement of TSR for the three-years ending December 31, 2013. The multi-year TSR PRSUs vest 25% on the last day of each calendar quarter in 2014, subject to continued employment on the vesting date and subject to certain exceptions for certain qualifying terminations of employment or a change in control of the Company.

Multi-year Relative TSR PRSUs

The number of shares earned under the multi-year relative TSR PRSUs depends generally on the level of achievement of TSR relative to other real estate investment trusts in the MSCI U.S. REIT Index for the three-years ending December 31, 2013. The multi-year relative TSR PRSUs vest 25% on the last day of each calendar quarter in 2014, subject to continued employment on the vesting date and subject to certain exceptions for certain qualifying terminations of employment or a change in control of the Company.

The PRSU awards have varying degrees of performance requirements to achieve vesting, and each PRSU award represents the right to a variable number of shares of common stock and related dividend equivalents based on dividends paid to stockholders during the applicable performance period.

As of December 31, 2011, none of these PRSUs are vested or earned.

We used a Monte Carlo model to estimate the fair value and derived service periods for PRSUs granted to the employees in January 2011.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

The following table summarizes the activity in PRSU for the years ended December 31, 2009, 2010 and 2011:

	Number of Shares	Weighted- Average Grant- Date Fair Value per Share	Compensation Cost ⁽¹⁾ (in millions)
Non-vested at December 31, 2008	247,992	\$ 7.28	
Granted during 2009	-	-	
Vested during 2009	-	-	
Non-vested at December 31, 2009	247,992	\$ 7.28	
Granted during 2010	-	-	
Modification during 2010	-	1.48	\$ 0.4
Vested during 2010	(247,992)	8.76	
Non-vested at December 31, 2010	-	\$ -	
Granted during 2011	496,979	11.28	\$ 5.6
Vested during 2011	-	-	
Forfeited during 2011	(124,244)	11.04	
Non-vested at December 31, 2011	372,735	\$ 11.36	

(1) Total compensation cost to be recognized on the awards was based on grant date fair value or the modification date fair value.

NOTE 15 - DIVIDENDS

Common Dividends

On January 13, 2012, the Board of Directors declared a common stock dividend of \$0.41 per share, increasing the quarterly common dividend by \$0.01 per share over the prior quarter, that was paid February 15, 2012 to common stockholders of record on January 31, 2012.

On October 13, 2011, the Board of Directors declared a common stock dividend of \$0.40 per share that was paid November 15, 2011 to common stockholders of record on October 31, 2011.

On July 14, 2011, the Board of Directors declared a common stock dividend of \$0.40 per share, increasing the quarterly common dividend by \$0.02, or 5.3%, per share over the prior quarter, that was paid August 15, 2011 to common stockholders of record on August 1, 2011.

On April 14, 2011, the Board of Directors declared a common stock dividend of \$0.38 per share, increasing the quarterly common dividend by \$0.01 per share over the prior quarter, that was paid May 16, 2011 to common stockholders of record on April 29, 2011.

On January 14, 2011, the Board of Directors declared a common stock dividend of \$0.37 per share that was paid February 15, 2011 to common stockholders of record on January 31, 2011.

Series D Preferred Dividends

On January 14, 2011, the Board of Directors declared a regular quarterly dividend of approximately \$0.52344 per preferred share on the Series D Preferred Stock that was paid February 15, 2011 to preferred stockholders of record on January 31, 2011.

Redemption of Series D Preferred Stock

On March 7, 2011, pursuant to authorization from our Board of Directors, we redeemed all of the outstanding shares of our 8.375% Series D Cumulative Redeemable Preferred Stock at a redemption price of \$25 per share plus \$0.21519 per share in accrued and unpaid dividends up to and including the redemption date, for an aggregate redemption price of \$25.21519 per share. Dividends on the shares of Series D Preferred Stock ceased to accrue on and after the redemption date, after which the Series D Preferred Stock ceased to be outstanding.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

We borrowed approximately \$103 million under our previous 2010 Credit Facility to fund the redemption price. In connection with the redemption of the Series D Preferred Stock, we wrote-off \$3.5 million of preferred stock issuance costs that reduced first quarter 2011 net income attributable to common stockholders by approximately \$0.03 per common share.

Per Share Distributions

Per share distributions by our company were characterized in the following manner for income tax purposes (unaudited):

	Year Ended December 31,		
	2011	2010	2009
Common			
Ordinary income	\$ 0.989	\$ 0.777	\$ 0.885
Return of capital	0.561	0.593	0.315
Long-term capital gain	—	—	—
Total dividends paid	<u>\$ 1.550</u>	<u>\$ 1.370</u>	<u>\$ 1.200</u>
Series D Preferred			
Ordinary income	\$ 0.739	\$ 2.094	\$ 2.094
Return of capital	—	—	—
Long-term capital gain	—	—	—
Total dividends paid	<u>\$ 0.739</u>	<u>\$ 2.094</u>	<u>\$ 2.094</u>

For additional information regarding dividends, see Note 9 – Borrowing Arrangements and Note 11 – Taxes.

NOTE 16 - LITIGATION

We are subject to various legal proceedings, claims and other actions arising out of the normal course of business. While any legal proceeding or claim has an element of uncertainty, management believes that the outcome of each lawsuit, claim or legal proceeding that is pending or threatened, or all of them combined, will not have a material adverse effect on our consolidated financial position or results of operations.

On January 7, 2010, LCT SE Texas Holdings, L.L.C., an affiliate of Mariner Health Care and the lessee of four facilities located in the Houston area, filed a petition in the District Court of Harris County, Texas (No. 2010-01120) against four landlord entities, the member interests of which we purchased as part of the December 2009 acquisition from CapitalSource. On April 19, 2011, the Court dismissed with prejudice Plaintiff's claims against the Defendants, all pursuant to a joint motion to dismiss filed by the parties.

During the first quarter of 2010, we agreed to settle a lawsuit for approximately \$3.7 million in cash with a prior tenant for breach of contract related to failure to pay rent owed to us. We recorded the settlement as miscellaneous income in the accompanying consolidated statements of income.

In 1999, we filed suit against a former tenant seeking damages based on claims of breach of contract. The defendants denied the allegations made in the lawsuit. In June 2008, we were awarded damages in a jury trial. The case was then settled prior to appeal. In settlement of our claim against the defendants, we agreed in January 2009 to accept a lump sum cash payment of \$6.8 million. The cash proceeds were offset by related expenses incurred of \$2.3 million, resulting in a net gain of \$4.5 million received in January 2009.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 17 - SUMMARY OF QUARTERLY RESULTS (UNAUDITED)

The following summarizes quarterly results of operations for the years ended December 31, 2011 and 2010.

	March 31		June 30		September 30		December 31
	(in thousands, except per share amounts)						
2011							
Revenues	\$	70,476	\$	72,606	\$	72,818	\$ 76,304
Net (loss) income		(5,913)		17,790		21,436	19,293
Net (loss) income available to common stockholders		(11,076)		17,806		21,436	19,293
Net income available to common per share:							
Basic net (loss) income	\$	(0.11)	\$	0.17	\$	0.21	\$ 0.19
Diluted net (loss) income	\$	(0.11)	\$	0.17	\$	0.21	\$ 0.19
Cash dividends paid on common stock	\$	0.37	\$	0.38	\$	0.40	\$ 0.40
2010							
Revenues	\$	58,678	\$	58,805	\$	69,724	\$ 71,114
Net income		20,951		15,509		17,007	4,969
Net income available to common stockholders		18,680		13,237		14,736	2,697
Net income available to common per share:							
Basic net income	\$	0.21	\$	0.14	\$	0.15	\$ 0.03
Diluted net income	\$	0.21	\$	0.14	\$	0.15	\$ 0.03
Cash dividends paid on common stock	\$	0.32	\$	0.32	\$	0.36	\$ 0.37

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 18 - EARNINGS PER SHARE

The computation of basic EPS is computed by dividing net income available to common stockholders by the weighted-average number of shares of common stock outstanding during the relevant period. Diluted EPS is computed using the treasury stock method, which is net income divided by the total weighted-average number of common outstanding shares plus the effect of dilutive common equivalent shares during the respective period. Dilutive common shares reflect the assumed issuance of additional common shares pursuant to certain of our share-based compensation plans, including stock options, restricted stock and performance restricted stock units.

The following tables set forth the computation of basic and diluted earnings per share:

	Year Ended December 31,		
	2011	2010	2009
	(in thousands, except per share amounts)		
Numerator:			
Net income	\$ 52,606	\$ 58,436	\$ 82,111
Preferred stock dividends	(1,691)	(9,086)	(9,086)
Preferred stock redemption	(3,456)	-	-
Numerator for net income available to common per share - basic and diluted	<u>\$ 47,459</u>	<u>\$ 49,350</u>	<u>\$ 73,025</u>
Denominator:			
Denominator for basic earnings per share	102,119	94,056	83,556
Effect of dilutive securities:			
Restricted stock	45	171	82
Stock option incremental shares	-	3	10
Deferred stock	13	7	1
Denominator for diluted earnings per share	<u>102,177</u>	<u>94,237</u>	<u>83,649</u>
Earnings per share - basic:			
Net income - basic	<u>\$ 0.46</u>	<u>\$ 0.52</u>	<u>\$ 0.87</u>
Earnings per share - diluted:			
Net income - diluted	<u>\$ 0.46</u>	<u>\$ 0.52</u>	<u>\$ 0.87</u>

NOTE 19- CONSOLIDATING FINANCIAL STATEMENTS

As of December 31, 2011, we had outstanding (i) \$175 million 7% Senior Notes due 2016, (ii) \$200 million 7.5% Senior Notes due 2020 and (iii) \$575 million 6.75% Senior Notes due 2022, which we collectively refer to as the Senior Notes. The Senior Notes are fully and unconditionally guaranteed, jointly and severally, by each of our subsidiaries that guarantee other indebtedness of Omega or any of the subsidiary guarantors. Any subsidiary that we properly designate as an "unrestricted subsidiary" under the indentures governing the Senior Notes will not provide guarantees of the Senior Notes. As of and prior to March 31, 2010, the non-subsiary guarantors were minor and insignificant. On June 29, 2010, we designated as "unrestricted subsidiaries" the 39 subsidiaries acquired from CapitalSource. During the fourth quarter of 2011, we designated as "unrestricted subsidiaries" three subsidiaries acquired from White Pine and 17 of the subsidiaries acquired from the Affiliates of CFG. For the year ended December 31, 2010 and 2011 the operating cash flow of the non-guarantor subsidiaries approximated net income of the non-guarantor subsidiaries, adjusted for depreciation and amortization expense. For the year ended December 31, 2011, the non-guarantor subsidiaries have not engaged in investing or financing activities other than the principal payment of \$2.6 million for the HUD mortgages on the facilities owned by the non-guarantor subsidiaries. All of the subsidiary guarantors of our outstanding senior notes are 100 percent owned by Omega.

The following summarized condensed consolidating financial information segregates the financial information of the non-guarantor subsidiaries from the financial information of Omega Healthcare Investors, Inc. and the subsidiary guarantors under the senior notes. The results and financial position of acquired entities are included from the dates of their respective acquisitions.

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATING BALANCE SHEET
(in thousands, except per share amounts)

December 31, 2011

	Issuer & Subsidiary Guarantors	Non – Guarantor Subsidiaries	Elimination Company	Consolidated
Land and buildings	\$ 2,046,776	\$ 490,263	\$ —	\$ 2,537,039
Less accumulated depreciation	(446,530)	(23,890)	—	(470,420)
Real estate properties – net	1,600,246	466,373	—	2,066,619
Mortgage notes receivable – net	238,675	—	—	238,675
	1,838,921	466,373	—	2,305,294
Other investments – net	52,957	—	—	52,957
	1,891,878	466,373	—	2,358,251
Assets held for sale – net	2,461	—	—	2,461
Total investments	1,894,339	466,373	—	2,360,712
Cash and cash equivalents	351	—	—	351
Restricted cash	6,381	27,731	—	34,112
Accounts receivable – net	97,407	3,257	—	100,664
Investment in affiliates	154,953	—	(154,953)	—
Other assets	31,980	29,493	—	61,473
Total assets	\$ 2,185,411	\$ 526,854	(154,953)	\$ 2,557,312
LIABILITIES AND STOCKHOLDERS' EQUITY				
Revolving line of credit	\$ 272,500	\$ —	\$ —	\$ 272,500
Secured borrowings	—	303,610	—	303,610
Unsecured borrowings – net	954,071	21,219	—	975,290
Accrued expenses and other liabilities	80,356	47,072	—	127,428
Intercompany payable	—	145,255	(145,255)	—
Total liabilities	1,306,927	517,156	(145,255)	1,678,828
Stockholders' equity:				
Common stock	10,341	—	—	10,341
Common stock – additional paid-in-capital	1,471,381	—	—	1,471,381
Cumulative net earnings	633,430	9,698	(9,698)	633,430
Cumulative dividends paid	(1,236,668)	—	—	(1,236,668)
Total stockholders' equity	878,484	9,698	(9,698)	878,484
Total liabilities and stockholders' equity	\$ 2,185,411	\$ 526,854	\$ (154,953)	\$ 2,557,312

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATING BALANCE SHEET
(in thousands, except per share amounts)

December 31, 2010

	Issuer & Subsidiary Guarantors	Non – Guarantor Subsidiaries	Elimination Company	Consolidated
Land and buildings	\$ 2,053,510	\$ 313,346	\$ —	\$ 2,366,856
Less accumulated depreciation	(372,925)	(8,070)	—	(380,995)
Real estate properties – net	1,680,585	305,276	—	1,985,861
Mortgage notes receivable – net	108,557	—	—	108,557
	1,789,142	305,276	—	2,094,418
Other investments – net	28,735	—	—	28,735
	1,817,877	305,276	—	2,123,153
Assets held for sale – net	670	—	—	670
Total investments	1,818,547	305,276	—	2,123,823
Cash and cash equivalents	6,921	—	—	6,921
Restricted cash	9,279	13,120	—	22,399
Accounts receivable – net	91,729	1,090	—	92,819
Investment in affiliates	81,334	—	(81,334)	—
Other assets	36,653	20,519	—	57,172
Operating assets for owned and operated properties	873	—	—	873
Total assets	\$ 2,045,336	\$ 340,005	(81,334)	\$ 2,304,007
LIABILITIES AND STOCKHOLDERS' EQUITY				
Revolving line of credit	\$ —	\$ —	\$ —	\$ —
Secured borrowings	—	201,296	—	201,296
Unsecured borrowings – net	954,266	21,403	—	975,669
Accrued expenses and other liabilities	85,887	35,972	—	121,859
Intercompany payable	—	78,806	(78,806)	—
Operating liabilities for owned and operated properties	1,117	—	—	1,117
Total liabilities	1,041,270	337,477	(78,806)	1,299,941
Stockholders' equity:				
Preferred stock	108,488	—	—	108,488
Common stock	9,923	—	—	9,923
Common stock – additional paid-in-capital	1,376,131	—	—	1,376,131
Cumulative net earnings	580,824	2,528	(2,528)	580,824
Cumulative dividends paid	(1,071,300)	—	—	(1,071,300)
Total stockholders' equity	1,004,066	2,528	(2,528)	1,004,066
Total liabilities and stockholders' equity	\$ 2,045,336	\$ 340,005	(81,334)	\$ 2,304,007

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATING STATEMENT OF INCOME
(in thousands, except per share amounts)

	Year Ended December 31, 2011			
	Issuer & Subsidiary Guarantors	Non – Guarantor Subsidiaries	Elimination Company	Consolidated
Revenue				
Rental income	\$ 238,964	\$ 34,553	\$ -	\$ 273,517
Mortgage interest income	16,274	-	-	16,274
Other investment income – net	2,070	-	-	2,070
Miscellaneous	343	-	-	343
Total operating revenues	257,651	34,553	-	292,204
Expenses				
Depreciation and amortization	84,516	15,821	-	100,337
General and administrative	19,138	294	-	19,432
Acquisition costs	1,204	-	-	1,204
Impairment loss on real estate properties	26,344	-	-	26,344
Provisions for uncollectible accounts receivable	6,439	-	-	6,439
Nursing home expenses of owned and operated assets	653	-	-	653
Total operating expenses	138,294	16,115	-	154,409
Income before other income and expense	119,357	18,438	-	137,795
Other income (expense):				
Interest income	16	24	-	40
Interest expense	(69,862)	(11,292)	-	(81,154)
Interest – amortization of deferred financing costs	(2,674)	-	-	(2,674)
Interest – refinancing costs	(3,071)	-	-	(3,071)
Equity in earnings	7,170	-	(7,170)	-
Total other expense	(68,421)	(11,268)	(7,170)	(86,859)
Income before gain on assets sold	50,936	7,170	(7,170)	50,936
Gain on assets sold - net	1,670	-	-	1,670
Net income	52,606	7,170	(7,170)	52,606
Preferred stock dividends	(1,691)	-	-	(1,691)
Preferred stock redemption	(3,456)	-	-	(3,456)
Net income available to common stockholders	\$ 47,459	\$ 7,170	\$ (7,170)	\$ 47,459

OMEGA HEALTHCARE INVESTORS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATING STATEMENT OF INCOME
(in thousands, except per share amounts)

	Year Ended December 31, 2010			
	Issuer & Subsidiary Guarantors	Non – Guarantor Subsidiaries	Elimination	Consolidated
Revenue				
Rental income	\$ 215,992	\$ 16,780	\$ -	\$ 232,772
Mortgage interest income	10,391	-	-	10,391
Other investment income – net	3,936	-	-	3,936
Miscellaneous	3,886	-	-	3,886
Nursing home revenues of owned and operated assets	7,336	-	-	7,336
Total operating revenues	241,541	16,780	-	258,321
Expenses				
Depreciation and amortization	76,553	8,070	-	84,623
General and administrative	14,744	310	-	15,054
Acquisition costs	1,554	-	-	1,554
Impairment loss on real estate properties	155	-	-	155
Nursing home expenses of owned and operated assets	7,998	-	-	7,998
Total operating expenses	101,004	8,380	-	109,384
Income before other income and expense	140,537	8,400	-	148,937
Other income (expense):				
Interest income	86	19	-	105
Interest expense	(61,449)	(5,891)	-	(67,340)
Interest – amortization of deferred financing costs	(3,780)	-	-	(3,780)
Interest – refinancing costs	(19,482)	-	-	(19,482)
Equity in earnings	2,528	-	(2,528)	-
Total other expense	(82,097)	(5,872)	(2,528)	(90,497)
Income before gain (loss) on assets sold	58,440	2,528	(2,528)	58,440
Loss on assets sold – net	(4)	-	-	(4)
Net income	58,436	2,528	(2,528)	58,436
Preferred stock dividends	(9,086)	-	-	(9,086)
Net income available to common	\$ 49,350	\$ 2,528	\$ (2,528)	\$ 49,350

SCHEDULE III REAL ESTATE AND ACCUMULATED DEPRECIATION
OMEGA HEALTHCARE INVESTORS, INC.
December 31, 2011

Description (1)	Encumbrances	Initial Cost to Company				Cost Capitalized Subsequent to Acquisition		(3) Gross Amount at Which Carried at Close of Period	(4) Accumulated Depreciation	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
		Buildings	and Land Improvements	Improvements	Impairment	Other	Buildings and Land					
Airamid Health Management, LLC.												
Florida (LTC, AL)	(2)	248,788,479	-	-	-	-	248,788,479	21,578,053	1999	2009-	20 years to 34	
Pennsylvania (LTC)		14,771,867	-	-	-	-	14,771,867	1,417,646	1969	2010	26 years	
Total Airamid		263,560,346	-	-	-	-	263,560,346	22,995,699				
CommuniCare Health Services:												
Ohio (LTC, AL, SH)		218,726,757	7,774,755	-	-	-	226,501,512	44,540,830	1927-2008	1998-	20 years to 39	
Pennsylvania (LTC)		20,286,067	314,269	-	-	-	20,600,336	3,912,045	1950-1964	2008	39 years	
Total CommuniCare		239,012,824	8,089,024	-	-	-	247,101,848	48,452,875				
Sun Healthcare Group, Inc.:												
Alabama (LTC)		23,584,956	6,442,331	-	-	-	30,027,287	10,818,299	1964-1974	1997	33 years	
California (LTC)		15,618,263	26,652	-	-	-	15,644,915	6,373,838	1927-1972	1997	33 years	
Colorado (LTC, ILF)		38,341,876	5,444,311	-	-	-	43,786,187	6,423,109	1963-1975	2006	39 years	
Idaho (LTC)		21,705,266	974,012	-	-	-	22,679,278	5,831,376	1920-1988	1997-	33 years	
Massachusetts (LTC)		39,018,142	2,283,827	(8,257,521)	-	-	33,044,448	12,368,773	1992-1964	1999	33 years	
North Carolina (LTC)		22,652,488	1,987,956	-	-	-	24,640,444	12,134,567	1986-1968	1994-	30 years to 33	
Ohio (LTC)		11,653,451	20,246	-	-	-	11,673,697	4,844,651	1983-1984	1997	33 years	
Tennessee (LTC)		7,905,139	407,968	-	-	-	8,313,107	4,316,997	1985	1994	30 years	
Washington (LTC)		10,000,000	1,798,844	-	-	-	11,798,844	8,662,180	1965	1995	20 years	
West Virginia (LTC)		24,751,206	5,006,331	-	-	-	29,757,537	11,027,374	1961-1982	1997-	33 years	
Total Sun		215,230,787	24,392,478	(8,257,521)	-	-	231,365,744	82,801,164				
Signature Holdings II LLC:												
Alabama (LTC)		4,827,266	640,457	-	-	-	5,467,723	1,274,911	1966	2007	20 years	
Florida (LTC)		110,896,405	3,826,771	-	-	-	114,723,176	22,177,273	1940-1991	1996-	28 years to 39	
Georgia (LTC)		14,679,314	3,260,590	-	-	-	17,939,904	4,112,669	1964-1970	2007	20 years	
Kentucky (LTC)		44,737,439	3,023,096	-	-	-	47,760,535	7,993,116	1964-1978	1999-	20 years to 33	
Maryland (LTC)		28,629,686	954,472	-	-	-	29,584,158	2,240,984	1959-1985	2010	26 years to 30	
Tennessee (LTC)		11,230,702	357,255	-	-	-	11,587,957	2,525,977	1982	2007	20 years	
Total Signature Holdings II LLC		215,000,812	12,082,641	-	-	-	227,063,453	40,324,930				
Advocat, Inc.:												
Alabama (LTC)		11,588,534	6,392,567	-	-	-	17,981,101	8,791,516	1960-1982	1992	31.5 years	
Arkansas (LTC)		36,023,409	8,809,828	(36,350)	-	-	44,796,887	24,355,933	1967-1988	1992	31.5 years	
Florida (LTC)		1,050,000	1,920,000	(970,000)	-	-	2,000,000	618,305	1980	1992	31.5 years	
Kentucky (LTC)		15,151,027	3,804,027	-	-	-	18,955,054	8,583,645	1948-1995	1994-	33 years	
Ohio (LTC)		5,604,186	1,542,098	-	-	-	7,146,284	3,171,976	1974	1995	33 years	
Tennessee (LTC)		9,542,121	159,059	-	-	-	9,701,180	5,677,899	1983	1992	31.5 years	
Texas (LTC)		36,885,872	3,414,483	-	-	-	40,300,355	9,460,542	1964-2009	1997-	33 years to 39	
West Virginia (LTC)		5,437,221	348,642	-	-	-	5,785,863	2,878,616	1982-1996	2008	33 years	
Total Advocat		121,282,370	26,390,704	(1,006,350)	-	-	146,666,724	63,538,432				
Gulf Coast Master Tenant I, LLC												
Florida (LTC)	(2)	100,964,733	-	-	-	-	100,964,733	8,240,115	1933-1988	2009-	20 years to 34	
Mississippi (LTC)	(2)	45,671,291	-	-	-	-	45,671,291	2,972,990	1962-1988	2010	28 years to 42	
Total Gulf Coast		146,636,024	-	-	-	-	146,636,024	11,213,105				
Affiliates of SLC												
Arkansas (LTC)	(2)	81,240,215	-	-	-	-	81,240,215	108,357	1960-2000	2011	20 years to 38	
Colorado (LTC)	(2)	5,491,701	-	-	-	-	5,491,701	7,493	1961	2011	20 years	
Florida (LTC)	(2)	14,636,992	-	-	-	-	14,636,992	10,605	1985	2011	40 years	
Michigan (LTC)	(2)	16,503,453	-	-	-	-	16,503,453	19,345	1964-1973	2011	25 years	
Wisconsin (LTC)	(2)	12,031,773	-	-	-	-	12,031,773	13,970	1964	2011	20 years	
Total SLC		129,904,134	-	-	-	-	129,904,134	159,770				

SCHEDULE III REAL ESTATE AND ACCUMULATED DEPRECIATION (Continued)
OMEGA HEALTHCARE INVESTORS, INC.
December 31, 2011

Description (1)	Encumbrances	Initial Cost to Company				Cost Capitalized Subsequent to Acquisition		(3) Gross Amount at Which Carried at Close of Period	Date of Construction	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed	
		Buildings	and Land Improvements	Improvements	Impairment	Other	Buildings and Land	(4) Accumulated Depreciation				
Other:												
Alabama (LTC)		6,351,175	-	-	-	-	6,351,175	786,321	1986	2010	20 years	
Alaska (LTC)		6,757,173	-	-	-	-	6,757,173	788,607	1987	2009	20 years	
Arizona (LTC)		34,318,095	5,649,899	(6,603,745)	-	-	33,364,249	8,695,126	1983-1985	1998-2010	29 years to 33 years	
Arkansas (LTC)		2,515,996	-	(605,129)	-	-	1,910,867	110,868	1968	2010	20 years	
California (LTC)		21,879,146	1,778,353	-	-	-	23,657,499	7,468,619	1950-1990	1997-2010	20 years to 33 years	
Colorado (LTC)		28,044,216	1,240,246	-	-	-	29,284,462	6,801,741	1958-1973	1998-2010	20 years to 33 years	
Florida (LTC, AL)		102,717,317	1,891,512	-	-	-	104,608,829	22,998,713	1964-1999	1993-2010	20 years to 39 years	
Georgia (LTC)		10,000,000	-	-	-	-	10,000,000	2,121,203	1967-1971	1998	37.5 years	
Illinois (LTC)		13,961,501	444,484	-	-	-	14,405,985	6,022,681	1926-1990	1996-1999	30 years to 33 years	
Indiana (LTC, AL)		67,001,006	2,277,520	(1,843,400)	-	-	67,435,126	11,854,091	1967-1996	1992-2010	20 years to 38 years	
Iowa (LTC)		19,116,936	2,084,807	-	-	-	21,201,743	5,133,722	1965-1983	1997-2010	23 years to 33 years	
Kansas (LTC)		3,210,020	-	-	-	-	3,210,020	301,497	1985	2010	20 years	
Louisiana (LTC)		55,343,066	170,509	-	-	-	55,513,575	10,315,544	1957-1983	1997-2006	33 years	
Maryland (LTC)	(2)	47,484,819	-	-	-	-	47,484,819	279,673	1921-1969	2011	25 years to 35 years	
Massachusetts (LTC)		23,926,070	376,266	-	-	-	24,302,336	2,612,028	1964-1993	2006-2010	25 years to 39 years	
Mississippi (LTC)		6,745,613	226,654	-	-	-	6,972,267	909,071	1976	2009	20 years	
Missouri (LTC)		12,301,560	-	(149,386)	-	-	12,152,174	4,536,889	1965-1989	1999	33 years	
Nevada (LTC, SH)		20,926,776	-	-	-	-	20,926,776	2,074,191	1972-1978	2009	25 years to 27 years	
New Hampshire (LTC, AL)		21,619,503	1,462,797	-	-	-	23,082,300	5,192,688	1963-1999	1998-2006	39 years	
New Mexico (LTC)		7,097,600	115,509	-	-	-	7,213,109	1,351,074	1972-1989	2010	20 years	
North Carolina (LTC)		33,092,980	-	-	-	-	33,092,980	2,461,821	1969-1987	2010	25 years to 36 years	
Ohio (LTC)		101,387,343	4,419,823	-	-	-	105,807,166	19,265,445	1962-1998	1999-2010	20 years to 39 years	
Oklahoma (LTC)		13,855,452	-	-	-	-	13,855,452	1,473,951	1965-1993	2010	20 years	
Pennsylvania (LTC, AL, ILF)		138,881,687	-	-	-	-	138,881,687	27,381,976	1942-2001	1998-2009	20 years to 39 years	
Rhode Island (LTC)		38,740,812	4,792,882	-	-	-	43,533,694	7,826,460	1965-1981	2006	39 years	
Tennessee (LTC)		84,989,248	1,727,595	-	-	-	86,716,843	9,885,516	1958-1983	2009-2010	20 years to 30 years	
Texas (LTC)		114,859,119	8,284,023	-	-	-	123,143,142	21,369,465	1952-2010	2001-2010	20 years to 33 years	
Vermont (LTC)		14,145,776	1,235,807	-	-	-	15,381,583	3,078,949	1970-1971	2004	39 years	
Washington (AL)		5,673,693	-	-	-	-	5,673,693	2,049,312	1999	1999	33 years	
West Virginia (LTC)	(2)	38,744,779	1,522,229	-	-	-	40,267,008	3,771,205	1961-1986	2004-2011	25 years to 39 years	
Wisconsin (LTC)		18,552,887	-	-	-	-	18,552,887	2,015,601	1964-1972	2009-2010	20 years	
Total Other		1,114,241,364	39,700,915	(9,201,660)	-	-	1,144,740,619	200,934,048				
Total		2,444,868,661	110,635,762	(18,465,531)	-	-	2,537,038,892	470,420,023				

(1) The real estate included in this schedule is being used in either the operation of long-term care facilities (LTC), assisted living facilities (AL), independent living facilities (ILF)

or specialty hospitals (SH) located in the states indicated.

(2) Certain of the real estate indicated are security for the HUD loan borrowings totaling \$303,609,523, including FMV of \$24,051,794, at December 31, 2011.

Year Ended December 31,

(3)	2009	2010	2011
Balance at beginning of period	\$ 1,372,012,139	\$ 1,669,842,724	\$ 2,366,856,229
Acquisitions	275,624,767	661,148,185	192,612,147
Impairment			(26,344,298)
Improvements	23,232,364	35,905,544	19,865,623
Disposals/other	(1,026,546)	(40,224)	(15,950,809)
Balance at close of period	<u>\$ 1,669,842,724</u>	<u>\$ 2,366,856,229</u>	<u>\$ 2,537,038,892</u>

(4)	2009	2010	2011
Balance at beginning of period	\$ 251,853,570	\$ 296,441,131	\$ 380,995,243
Provisions for depreciation	44,609,428	84,554,112	100,237,951
Dispositions/other	(21,867)		(10,813,171)
Balance at close of period	<u>\$ 296,441,131</u>	<u>\$ 380,995,243</u>	<u>\$ 470,420,023</u>

The reported amount of our real estate at December 31, 2011 is greater than the tax basis of the real estate by approximately \$41.4 million.

SCHEDULE IV MORTGAGE LOANS ON REAL ESTATE
OMEGA HEALTHCARE INVESTORS, INC.
December 31, 2011

Description (1)	Interest Rate	Final Maturity Date	Periodic Payment Terms	Prior Liens	Face Amount of Mortgages	Carrying Amount of Mortgages (3) (4)	Principal Amount of Loans Subject to Delinquent Principal or Interest
Florida (2 LTC facilities)	11.50%	June 4, 2016	Interest payable monthly	None	12,590,000	11,545,423	
Florida (3 LTC facilities)	10.20%	December 19, 2030	Interest payable monthly	None	15,900,000	15,900,000	
Maryland (7 LTC facilities)	11.00%	December 31, 2023	Interest payable monthly	None	74,927,751	69,927,759	
Maryland (1 LTC facilities)	12.00%	October 31, 2046	Interest payable monthly	None	10,000,000	10,000,000	
Maryland (1 LTC facilities)	12.00%	October 31, 2046	Interest payable monthly	None	9,500,000	9,500,000	
Maryland (1 LTC facilities)	12.00%	October 31, 2046	Interest payable monthly	None	5,500,000	5,500,000	
Michigan (1 LTC facility)	12.50%	December 31, 2021	Interest payable monthly	None	4,989,843	4,989,843	
Michigan (1 LTC facility)	12.50%	September 30, 2021	Interest payable monthly	None	5,573,500	5,573,500	
Michigan (1 LTC facility) ⁽²⁾	12.50%	* See (2)	Interest payable monthly	None	2,234,301	2,234,301	
Michigan (13 LTC facilities)	11.00%	November 13, 2021	Interest payable monthly	None	92,000,000	92,000,000	
Ohio (1 LTC facility)	11.00%	October 31, 2014	Interest plus \$6,100 of principal payable monthly	None	6,500,000	6,158,764	
	11.00%	October 31, 2014	Interest payable monthly	None	345,011	345,011	
Texas (1 LTC facility)	10.00%	July 17, 2012	Interest payable monthly	None	5,000,000	5,000,000	
					<u>\$ 245,060,406</u>	<u>238,674,601</u>	

(1) Mortgage loans included in this schedule represent first mortgages on facilities used in the delivery of long-term healthcare of which such facilities are located in the states indicated.

(2) This loan is a construction loan and matures 10 years after construction is completed.

(3) The aggregate cost for federal income tax purposes is equal to the carrying amount.

	Year Ended December 31,		
	2009	2010	2011
(4) Balance at beginning of period	\$ 100,821,287	\$ 100,222,734	\$ 108,556,518
Additions during period - Placements	-	20,656,391	130,191,254
Deductions during period - collection of principal/other	(598,553)	(12,322,607)	(73,171)
Balance at close of period	<u>\$ 100,222,734</u>	<u>\$ 108,556,518</u>	<u>\$ 238,674,601</u>

INDEX TO EXHIBITS TO 2011 FORM 10-K

EXHIBIT NUMBER	DESCRIPTION
2.1	Securities Purchase Agreement dated November 17, 2009 between CapitalSource Inc., CHR HUD Borrower LLC, CSE Mortgage LLC, CSE SLB LLC, CSE SNF Holding LLC and Omega Healthcare Investors, Inc. (Incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed November 23, 2009).
3.1	Amended and Restated Bylaws. (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed on April 20, 2011).
3.2	Articles of Amendment and Restatement of Omega Healthcare Investors, Inc. (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed on June 14, 2010).
4.0	See Exhibits 3.1 to 3.2.
4.1	Indenture, dated as of December 30, 2005, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, relating to the 7% Senior Notes due 2016. (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on January 4, 2006).
4.1A	Form of 7% Senior Notes due 2016. (Incorporated by reference to Exhibit A of Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on January 4, 2006).
4.1B	Form of Subsidiary Guarantee relating to the 7% Senior Notes due 2016. (Incorporated by reference to Exhibit E of Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on January 4, 2006).
4.1C	First Supplemental Indenture, dated as of January 7, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, each of the New Subsidiaries listed on Schedule II thereto and U.S. Bank National Association, as trustee, together with Second Supplemental Indenture, dated as of January 29, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, each of the New Subsidiaries listed on Schedule II thereto and U.S. Bank National Association, as trustee, and Third Supplemental Indenture, dated as of February 2, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset II (FL), LLC and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.2C to the Company's Annual Report on Form 10-K, filed on March 1, 2010).
4.1D	Fourth Supplemental Indenture, dated as of June 23, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, each of the New Subsidiaries listed on Schedule II thereto and U.S. Bank National Association, as trustee, together with Fifth Supplemental Indenture, dated as of September 2, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset (MI), LLC and U.S. Bank National Association, as trustee, and Sixth Supplemental Indenture, dated as of January 13, 2011, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset II (FL) Lender, LLC and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.1D to the Company's Annual Report on Form 10-K, filed on February 28, 2011).
4.1E	Seventh Supplemental Indenture, dated as of June 10, 2011, among Omega Healthcare investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset HUD WO, LLC, OHI Asset (MD), LLC and U.S. Bank National Association, as trustee.*
4.2	Indenture, dated as of February 9, 2010, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, related to the 7.5% Senior Notes due 2020, including the Form of 7.5% Senior Notes and Form of Subsidiary Guarantee related thereto. (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on February 10, 2010).
4.2A	First Supplemental Indenture, dated as of June 23, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, each of the New Subsidiaries listed on Schedule II thereto and U.S. Bank National Association, as trustee, together with Second Supplemental Indenture, dated as of September 2, 2010, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset (MI), LLC and U.S. Bank National Association, as trustee, and Third Supplemental Indenture, dated as of January 13, 2011, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset II (FL) Lender, LLC and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.2A to the Company's Annual Report on Form 10-K, filed on February 28, 2011).
4.2B	Fourth Supplemental Indenture, dated as of June 10, 2011, among Omega Healthcare investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset HUD WO, LLC, OHI Asset (MD), LLC and U.S. Bank National Association, as trustee.*

4.3	Indenture, dated as of October 4, 2010, by and among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto and U.S. Bank National Association, as trustee, related to the 6.75% Senior Notes due 2022, including the Form of 6.75% Senior Notes and Form of Subsidiary Guarantee related thereto. (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on October 5, 2010).
4.3A	First Supplemental Indenture, dated as of January 13, 2011, among Omega Healthcare Investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset II (FL) Lender, LLC and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.3A to the Company's Annual Report on Form 10-K, filed on February 28, 2011).
4.3B	Second Supplemental Indenture, dated as of June 10, 2011, among Omega Healthcare investors, Inc., each of the Subsidiary Guarantors listed on Schedule I thereto, OHI Asset HUD WO, LLC, OHI Asset (MD), LLC and U.S. Bank National Association, as trustee.*
10.1	Form of Directors and Officers Indemnification Agreement. (Incorporated by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q, filed on August 14, 2000).
10.2	Reserved.
10.3	2000 Stock Incentive Plan (as amended January 1, 2001). (Incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q, filed on November 10, 2003).+
10.4	Amendment to 2000 Stock Incentive Plan. (Incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on Form 10-Q, filed on August 14, 2000).+
10.5	Employment Agreement, dated October 22, 2010, between Omega Healthcare Investors, Inc. and C. Taylor Pickett, including forms of equity awards. (Incorporated by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q, filed on November 8, 2010).+
10.6	Employment Agreement, dated October 22, 2010, between Omega Healthcare Investors, Inc. and Daniel Booth, including forms of equity awards. (Incorporated by reference to Exhibit 10.3 of the Company's Quarterly Report on Form 10-Q, filed on November 8, 2010).+
10.7	Employment Agreement, dated October 22, 2010, between Omega Healthcare Investors, Inc. and R. Lee Crabill, including forms of equity awards. (Incorporated by reference to Exhibit 10.5 of the Company's Quarterly Report on Form 10-Q, filed on November 8, 2010).+
10.8	Employment Agreement, dated October 22, 2010, between Omega Healthcare Investors, Inc. and Robert O. Stephenson, including forms of equity awards. (Incorporated by reference to Exhibit 10.4 of the Company's Quarterly Report on Form 10-Q, filed on November 8, 2010).+
10.9	Form of Restricted Stock Unit Award for 2007 to 2010 officer grants. (Incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on Form 10-Q, filed on May 8, 2007).+
10.10	Reserved.
10.11	Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan. (Incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q, filed on November 2, 2004).+
10.11A	First Amendment to the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan, dated as of May 22, 2008 (Incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K, filed May 29, 2008).+
10.12	Form of Officers' Multi-Year Performance Restricted Stock Unit Award for 2011 to 2014.+*
10.12A	Form of Officers' Annual Performance Restricted Stock Unit Award for 2011 to 2014.+*
10.13	Form of Incentive Stock Option Award for the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan. (Incorporated by reference to Exhibit 10.30 of the Company's Annual Report Form 10-K, filed on February 18, 2005).+
10.14	Form of Non-Qualified Stock Option Award for the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan. (Incorporated by reference to Exhibit 10.31 of the Company's Annual Report on Form 10-K, filed on February 18, 2005).+
10.15	Form of Directors' Restricted Stock Award.+*
10.15A	Form of Officers' Restricted Stock Award for 2011 to 2014.+*
10.16	Reserved.

10.17	Reserved.
10.18	Reserved.
10.19	Reserved.
10.20	Employment Agreement, dated October 22, 2010, between Omega Healthcare Investors, Inc. and Michael Ritz, including forms of equity awards. (Incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on Form 10-Q, filed on November 8, 2010).+
10.21	Deferred Stock Plan, dated January 20, 2009, and forms of related agreements. (Incorporated by reference to Exhibit 10.28 of the Company's Annual Report on Form 10-K, filed on March 2, 2009).+
10.22	Reserved.

10.23	Form of Equity Distribution Agreement, dated June 25, 2010, entered into by and between Omega Healthcare Investors, Inc. and each of Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., Jefferies & Company, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc., Stifel, Nicolaus & Company, Incorporated, and UBS Securities LLC. (Incorporated by reference to Exhibit 1.1 of the Company's Current Report on Form 8-K, filed June 25, 2010).
10.24	Credit Agreement, dated as of April 13, 2010, among OHI Asset, LLC, OHI Asset (ID), LLC, OHI Asset (LA), LLC, OHI Asset (CA), LLC, Delta Investors I, LLC, Delta Investors II, LLC, OHI Asset (CO), LLC, Colonial Gardens, LLC, Wilcare, LLC, Texas Lessor- Stonegate, LP, OHIMA, Inc., Canton Health Care Land, Inc., Dixon Health Care Center, Inc., Hutton I Land, Inc., Hutton II Land, Inc., Hutton III Land, Inc., Leatherman Partnership 89-1, Inc., Leatherman Partnership 89-2, Inc., Leatherman 90-1, Inc., Meridian Arms Land, Inc., Orange Village Care Center, Inc., St. Mary's Properties, Inc. the lenders named therein, and Bank of America, N.A. (Incorporated by reference to Exhibit 10.1 to the Company Current Report on Form 8-K, filed April 16, 2010).
10.25	Credit Agreement, dated as of August 16, 2011, among Omega Healthcare Investors, Inc., certain subsidiaries of Omega Healthcare Investors, Inc. identified therein as guarantors, the lenders named therein and Bank of America, N.A. (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, filed November 7, 2011).++
10.26	Casablanca Option Agreement dated December 22, 2009 between CapitalSource Inc., CSE SLB LLC and Omega Healthcare Investors, Inc. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed December 29, 2009).
10.26A	First Amendment to Casablanca Option Agreement, dated as of June 9, 2010, among Omega Healthcare Investors, Inc. CapitalSource Inc. and CSB SLB LLC. (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q, filed August 6, 2010).
12.1	Ratio of Earnings to Fixed Charges.*
12.2	Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends.*
21	Subsidiaries of the Registrant.*
23	Consent of Independent Registered Public Accounting Firm.
31.1	Certification of the Chief Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002.*
31.2	Certification of the Chief Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002.*
32.1	Certification of the Chief Executive Officer under Section 906 of the Sarbanes- Oxley Act of 2002.*
32.2	Certification of the Chief Financial Officer under Section 906 of the Sarbanes- Oxley Act of 2002.*
101.INS	XBRL Instance Document.**
101.SCH	XBRL Taxonomy Extension Schema Document.**
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.**
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.**
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.**
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.**

* Exhibits that are filed herewith.

+ Management contract or compensatory plan, contract or arrangement.

++ Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission.

** In accordance with Rule 406T of Regulation S-T, this XBRL-related information shall be deemed to be "furnished" and not "filed."

SIGNATURES

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

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/C. Taylor Pickett
C. Taylor Pickett
Chief Executive Officer

Date: February 27, 2012

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities on the date indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
PRINCIPAL EXECUTIVE OFFICER		
<u>/s/ C. Taylor Pickett</u> C. Taylor Pickett	Chief Executive Officer	February 27, 2012
PRINCIPAL FINANCIAL OFFICER		
<u>/s/ Robert O. Stephenson</u> Robert O. Stephenson	Chief Financial Officer	February 27, 2012
<u>/s/ Michael D.Ritz</u> Michael D. Ritz	Chief Accounting Officer	February 27, 2012
DIRECTORS		
<u>/s/ Bernard J. Korman</u> Bernard J. Korman	Chairman of the Board	February 27, 2012
<u>/s/ Thomas F. Franke</u> Thomas F. Franke	Director	February 27, 2012
<u>/s/ Harold J. Kloosterman</u> Harold J. Kloosterman	Director	February 27, 2012
<u>/s/ Edward Lowenthal</u> Edward Lowenthal	Director	February 27, 2012
<u>/s/ C. Taylor Pickett</u> C. Taylor Pickett	Director	February 27, 2012
<u>/s/ Stephen D. Plavin</u> Stephen D. Plavin	Director	February 27, 2012

SEVENTH SUPPLEMENTAL INDENTURE
(Senior Notes due 2016)

THIS SEVENTH SUPPLEMENTAL INDENTURE (this "Seventh Supplemental Indenture") is dated as of June 10, 2011, among OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation (the "Issuer"), each of the SUBSIDIARY GUARANTORS listed on Schedule I hereto (collectively, the "Subsidiary Guarantors"), OHI Asset HUD WO, LLC and OHI Asset (MD), LLC, each a Delaware limited liability company (the "New Subsidiaries"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Issuer and the Subsidiary Guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of December 30, 2005 (as amended by the First Supplemental Indenture dated as of January 7, 2010, the Second Supplemental Indenture dated as of January 29, 2010, the Third Supplemental Indenture dated as of February 2, 2010, the Fourth Supplemental Indenture dated as of June 23, 2010, the Fifth Supplemental Indenture dated as of September 2, 2010, and the Sixth Supplemental Indenture dated as of January 13, 2011, the "Indenture"), providing for the issuance of the Issuer's 7% Senior Notes due 2016 (the "Notes");

WHEREAS, Section 9.01 of the Indenture authorizes the Issuer, the Subsidiary Guarantors and the Trustee, together, to amend or supplement the Indenture, without notice to or consent of any Holder of the Notes, for the purpose of making any change that would not materially adversely affect the rights of any Holder of the Notes;

WHEREAS, the Issuer has recently created the New Subsidiaries, which are required to become Subsidiary Guarantors pursuant to Section 4.14 of the Indenture;

WHEREAS, in Section 1.01 of the Indenture, the term "Subsidiary Guarantors" is defined to include all Persons that become a Subsidiary Guarantor by the terms of the Indenture after the Closing Date; and

WHEREAS, Section 10.01 of the Indenture provides that each Subsidiary Guarantor shall be a guarantor of the Issuer's obligations under the Notes, subject to the terms and conditions described in the Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Subsidiary Guarantors, the New Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
-

2. **AMENDMENT TO GUARANTEE.** The New Subsidiaries hereby agree, jointly and severally with all other Subsidiary Guarantors, to guarantee the Issuer's obligations under the Notes on the terms and subject to the conditions set forth in the Indenture, and to be bound by, and to receive the benefit of, all other applicable provisions of the Indenture as Subsidiary Guarantors. Such guarantees shall be evidenced by the New Subsidiaries' execution of Subsidiary Guarantees, the form of which is attached as Exhibit E to the Indenture, and shall be effective as of the date hereof.
3. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, partner, affiliate, beneficiary or stockholder of the New Subsidiaries, as such, shall have any liability for any obligations of the Issuer or any Subsidiary Guarantor under the Notes, any Guarantees, the Indenture or this Seventh Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes, by accepting and holding a Note, waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.
4. **NEW YORK LAW TO GOVERN.** The laws of the State of New York shall govern and be used to construe this Seventh Supplemental Indenture.
5. **COUNTERPARTS.** The parties may sign any number of copies of this Seventh Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.
6. **EFFECT OF HEADINGS.** The Section headings herein are for convenience only and shall not affect the construction hereof.
7. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Seventh Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer, the Subsidiary Guarantors and the New Subsidiaries.

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IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed and attested, all as of the date first above written.

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

On behalf of each Subsidiary Guarantor, its sole member, general partner or trustee, named on the attached Schedule I

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

On behalf of each of the New Subsidiaries, its sole member

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: /s/ Paul L. Henderson

Name: Paul L. Henderson

Title: Assistant Vice President

Schedule I

SUBSIDIARY GUARANTORS

Arizona Lessor - Infinia, Inc.
Baldwin Health Center, Inc.
Bayside Alabama Healthcare Second, Inc.
Bayside Arizona Healthcare Associates, Inc.
Bayside Arizona Healthcare Second, Inc.
Bayside Colorado Healthcare Associates, Inc.
Bayside Colorado Healthcare Second, Inc.
Bayside Indiana Healthcare Associates, Inc.
Bayside Street II, Inc.
Bayside Street, Inc.
Canton Health Care Land, Inc.
Carnegie Gardens LLC
Center Healthcare Associates, Inc.
Cherry Street - Skilled Nursing, Inc.
Colonial Gardens, LLC
Colorado Lessor - Conifer, Inc.
Copley Health Center, Inc.
CSE Anchorage LLC
CSE Blountville LLC
CSE Bolivar LLC
CSE Camden LLC
CSE Centennial Village
CSE Corpus North LLC
CSE Crane LLC
CSE Denver Iliff LLC
CSE Fairhaven LLC
CSE Huntingdon LLC
CSE Jacinto City LLC
CSE Jefferson City LLC
CSE Kerrville LLC
CSE Marianna Holdings LLC
CSE Memphis LLC
CSE Pennsylvania Holdings
CSE Ripley LLC
CSE Ripon LLC
CSE Spring Branch LLC
CSE Texarkana LLC
CSE The Village LLC
CSE West Point LLC
CSE Whitehouse LLC
CSE Williamsport LLC

Dallas - Skilled Nursing, Inc.
Delta Investors I, LLC
Delta Investors II, LLC
Desert Lane, LLC
Dixon Health Care Center, Inc.
Florida Lessor - Crystal Springs, Inc.
Florida Lessor - Emerald, Inc.
Florida Lessor - Lakeland, Inc.
Florida Lessor - Meadowview, Inc.
Florida Real Estate Company, LLC
Georgia Lessor - Bonterra/Parkview, Inc.
Greenbough, LLC
Hanover House, Inc.
Heritage Texarkana Healthcare Associates, Inc.
House of Hanover, Ltd.
Hutton I Land, Inc.
Hutton II Land, Inc.
Hutton III Land, Inc.
Indiana Lessor - Jeffersonville, Inc.
Indiana Lessor - Wellington Manor, Inc.
Jefferson Clark, Inc.
LAD I Real Estate Company, LLC
Lake Park - Skilled Nursing, Inc.
Leatherman 90-1, Inc.
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
Long Term Care - Michigan, Inc.
Long Term Care - North Carolina, Inc.
Long Term Care Associates - Illinois, Inc.
Long Term Care Associates - Indiana, Inc.
Long Term Care Associates - Texas, Inc.
Meridian Arms Land, Inc.
North Las Vegas LLC
NRS Ventures, L.L.C.
OHI (Connecticut), Inc.
OHI (Florida), Inc.
OHI (Illinois), Inc.
OHI (Indiana), Inc.
OHI (Iowa), Inc.
OHI (Kansas), Inc.
OHI Asset (CA), LLC
OHI Asset (CT) Lender, LLC
OHI Asset (FL), LLC
OHI Asset (ID), LLC
OHI Asset (IN), LLC
OHI Asset (LA), LLC

OHI Asset (MI), LLC
OHI Asset (MI/NC), LLC
OHI Asset (MO), LLC
OHI Asset (OH) Lender, LLC
OHI Asset (OH) New Philadelphia, LLC
OHI Asset (OH), LLC
OHI Asset (PA) Trust
OHI Asset (PA), LLC (f/k/a OHI Asset (FL) Tarpon Springs, Pinellas Park & Gainesville, LLC)
OHI Asset (SMS) Lender, Inc. (f/k/a Florida Lessor – West Palm Beach and Southpoint, Inc.)
OHI Asset (TX), LLC
OHI Asset CSE-E, LLC
OHI Asset CSE-U, LLC
OHI Asset Essex (OH), LLC (f/k/a Omega Acquisition Facility I, LLC)
OHI Asset II (CA), LLC
OHI Asset II (PA) Trust
OHI Asset III (PA) Trust
OHI Asset, LLC
OHI of Kentucky, Inc.
OHI of Texas, Inc.
OHI Sunshine, Inc.
OHIMA, Inc.
Omega (Kansas), Inc.
Omega TRS I, Inc.
Orange Village Care Center, Inc.
OS Leasing Company
Panama City Nursing Center LLC
Parkview - Skilled Nursing, Inc.
Pavillion North Partners, Inc.
Pavillion North, LLP
Pavillion Nursing Center North, Inc.
Pine Texarkana Healthcare Associates, Inc.
Reunion Texarkana Healthcare Associates, Inc.
San Augustine Healthcare Associates, Inc.
Skilled Nursing - Gaston, Inc.
Skilled Nursing - Herrin, Inc.
Skilled Nursing - Hicksville, Inc.
Skilled Nursing - Paris, Inc.
Skyler Maitland LLC
South Athens Healthcare Associates, Inc.
St. Mary's Properties, Inc.
Sterling Acquisition Corp.
Sterling Acquisition Corp. II
Suwanee, LLC
Texas Lessor - Stonegate GP, Inc.
Texas Lessor - Stonegate Limited, Inc.
Texas Lessor - Stonegate, L.P.

Texas Lessor - Treemont, Inc.
The Suburban Pavilion, Inc.
Washington Lessor - Silverdale, Inc.
Waxahachie Healthcare Associates, Inc.
West Athens Healthcare Associates, Inc.
Wilcare, LLC
OHI Asset (CO), LLC
OHI Asset (IL), LLC
OHI Asset IV (PA) Silver Lake Trust
OHI Asset II (FL), LLC
CSE Albany LLC
CSE Amarillo LLC
CSE Arden L.P.
CSE Augusta LLC
CSE Bedford LLC
CSE Cambridge LLC
CSE Cambridge Realty LLC
CSE Canton LLC
CSE Cedar Rapids LLC
CSE Chelmsford LLC
CSE Chesterton LLC
CSE Claremont LLC
CSE Denver LLC
CSE Douglas LLC
CSE Dumas LLC
CSE Elkton LLC
CSE Elkton Realty LLC
CSE Fort Wayne LLC
CSE Frankston LLC
CSE Georgetown LLC
CSE Green Bay LLC
CSE Hilliard LLC
CSE Huntsville LLC
CSE Indianapolis-Continental LLC
CSE Indianapolis-Greenbriar LLC
CSE Jefferson-Hillcrest Center LLC
CSE Jefferson-Jennings House LLC
CSE King L.P.
CSE Kingsport LLC
CSE Knightdale L.P.
CSE Lake City LLC
CSE Lake Worth LLC
CSE Lakewood LLC
CSE Las Vegas LLC
CSE Lawrenceburg LLC
CSE Lenoir L.P.

CSE Lexington Park LLC
CSE Lexington Park Realty LLC
CSE Ligonier LLC
CSE Live Oak LLC
CSE Logansport LLC
CSE Lowell LLC
CSE Mobile LLC
CSE Moore LLC
CSE North Carolina Holdings I LLC
CSE North Carolina Holdings II LLC
CSE Omro LLC
CSE Orange Park LLC
CSE Orlando-Pinar Terrace Manor LLC
CSE Orlando-Terra Vista Rehab LLC
CSE Piggott LLC
CSE Pilot Point LLC
CSE Ponca City LLC
CSE Port St. Lucie LLC
CSE Richmond LLC
CSE Safford LLC
CSE Salina LLC
CSE Seminole LLC
CSE Shawnee LLC
CSE Stillwater LLC
CSE Taylorsville LLC
CSE Texas City LLC
CSE Upland LLC
CSE Walnut Cove L.P.
CSE Winter Haven LLC
CSE Woodfin L.P.
CSE Yorktown LLC
CSE Casablanca Holdings LLC
CSE Casablanca Holdings II LLC
OHI Asset CSB LLC
OHI Asset (FL) Lender, LLC

FOURTH SUPPLEMENTAL INDENTURE
(Senior Notes due 2020)

THIS FOURTH SUPPLEMENTAL INDENTURE (this "Fourth Supplemental Indenture") is dated as of June 10, 2011, among OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation (the "Issuer"), each of the SUBSIDIARY GUARANTORS listed on Schedule I hereto (collectively, the "Subsidiary Guarantors"), OHI Asset HUD WO, LLC and OHI Asset (MD), LLC, each a Delaware limited liability company (the "New Subsidiaries"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH :

WHEREAS, the Issuer and the Subsidiary Guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of February 9, 2010 (as supplemented by that First Supplemental Indenture, dated June 23, 2010, that Second Supplemental Indenture, dated as of September 2, 2010, and that Third Supplemental Indenture, dated as of January 13, 2011, the "Indenture"), providing for the issuance of the Issuer's 7-1/2% Senior Notes due 2020 (the "Notes");

WHEREAS, Section 9.01 of the Indenture authorizes the Issuer, the Subsidiary Guarantors and the Trustee, together, to amend or supplement the Indenture, without notice to or consent of any Holder of the Notes, for the purpose of making any change that would not materially adversely affect the rights of any Holder of the Notes;

WHEREAS, the Issuer has recently created the New Subsidiaries, which are required to become Subsidiary Guarantors pursuant to Section 4.14 of the Indenture;

WHEREAS, in Section 1.01 of the Indenture, the term "Subsidiary Guarantors" is defined to include all Persons that become a Subsidiary Guarantor by the terms of the Indenture after the Closing Date; and

WHEREAS, Section 10.01 of the Indenture provides that each Subsidiary Guarantor shall be a guarantor of the Issuer's obligations under the Notes, subject to the terms and conditions described in the Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Subsidiary Guarantors, the New Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
-

2. **AMENDMENT TO GUARANTEE.** The New Subsidiaries hereby agree, jointly and severally with all other Subsidiary Guarantors, to guarantee the Issuer's obligations under the Notes on the terms and subject to the conditions set forth in the Indenture, and to be bound by, and to receive the benefit of, all other applicable provisions of the Indenture as Subsidiary Guarantors. Such guarantee shall be evidenced by the New Subsidiaries' execution of Subsidiary Guarantees, the form of which is attached as Exhibit E to the Indenture, and shall be effective as of the date hereof.
3. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, partner, affiliate, beneficiary or stockholder of the New Subsidiaries, as such, shall have any liability for any obligations of the Issuer or any Subsidiary Guarantor under the Notes, any Guarantees, the Indenture or this Fourth Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes, by accepting and holding a Note, waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.
4. **NEW YORK LAW TO GOVERN.** The laws of the State of New York shall govern and be used to construe this Fourth Supplemental Indenture.
5. **COUNTERPARTS.** The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.
6. **EFFECT OF HEADINGS.** The Section headings herein are for convenience only and shall not affect the construction hereof.
7. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer, the Subsidiary Guarantors and the New Subsidiaries.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed and attested, all as of the date first above written.

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

On behalf of each Subsidiary Guarantor, its sole member, general partner or trustee, named on the attached Schedule I

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

On behalf of each of the New Subsidiaries, its sole member

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: /s/ Paul L. Henderson

Name: Paul L. Henderson

Title: Assistant Vice President

Schedule I

SUBSIDIARY GUARANTORS

Arizona Lessor - Infinia, Inc.
Baldwin Health Center, Inc.
Bayside Alabama Healthcare Second, Inc.
Bayside Arizona Healthcare Associates, Inc.
Bayside Arizona Healthcare Second, Inc.
Bayside Colorado Healthcare Associates, Inc.
Bayside Colorado Healthcare Second, Inc.
Bayside Indiana Healthcare Associates, Inc.
Bayside Street II, Inc.
Bayside Street, Inc.
Canton Health Care Land, Inc.
Carnegie Gardens LLC
Center Healthcare Associates, Inc.
Cherry Street - Skilled Nursing, Inc.
Colonial Gardens, LLC
Colorado Lessor - Conifer, Inc.
Copley Health Center, Inc.
CSE Anchorage LLC
CSE Blountville LLC
CSE Bolivar LLC
CSE Camden LLC
CSE Centennial Village
CSE Corpus North LLC
CSE Crane LLC
CSE Denver Iliff LLC
CSE Fairhaven LLC
CSE Huntingdon LLC
CSE Jacinto City LLC
CSE Jefferson City LLC
CSE Kerrville LLC
CSE Marianna Holdings LLC
CSE Memphis LLC
CSE Pennsylvania Holdings
CSE Ripley LLC
CSE Ripon LLC
CSE Spring Branch LLC
CSE Texarkana LLC
CSE The Village LLC
CSE West Point LLC
CSE Whitehouse LLC
CSE Williamsport LLC

Dallas - Skilled Nursing, Inc.
Delta Investors I, LLC
Delta Investors II, LLC
Desert Lane, LLC
Dixon Health Care Center, Inc.
Florida Lessor - Crystal Springs, Inc.
Florida Lessor - Emerald, Inc.
Florida Lessor - Lakeland, Inc.
Florida Lessor - Meadowview, Inc.
Florida Real Estate Company, LLC
Georgia Lessor - Bonterra/Parkview, Inc.
Greenbough, LLC
Hanover House, Inc.
Heritage Texarkana Healthcare Associates, Inc.
House of Hanover, Ltd.
Hutton I Land, Inc.
Hutton II Land, Inc.
Hutton III Land, Inc.
Indiana Lessor - Jeffersonville, Inc.
Indiana Lessor - Wellington Manor, Inc.
Jefferson Clark, Inc.
LAD I Real Estate Company, LLC
Lake Park - Skilled Nursing, Inc.
Leatherman 90-1, Inc.
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
Long Term Care - Michigan, Inc.
Long Term Care - North Carolina, Inc.
Long Term Care Associates - Illinois, Inc.
Long Term Care Associates - Indiana, Inc.
Long Term Care Associates - Texas, Inc.
Meridian Arms Land, Inc.
North Las Vegas LLC
NRS Ventures, L.L.C.
OHI (Connecticut), Inc.
OHI (Florida), Inc.
OHI (Illinois), Inc.
OHI (Indiana), Inc.
OHI (Iowa), Inc.
OHI (Kansas), Inc.
OHI Asset (CA), LLC
OHI Asset (CT) Lender, LLC
OHI Asset (FL), LLC
OHI Asset (ID), LLC
OHI Asset (IN), LLC
OHI Asset (LA), LLC

OHI Asset (MI), LLC
OHI Asset (MI/NC), LLC
OHI Asset (MO), LLC
OHI Asset (OH) Lender, LLC
OHI Asset (OH) New Philadelphia, LLC
OHI Asset (OH), LLC
OHI Asset (PA) Trust
OHI Asset (PA), LLC
OHI Asset (SMS) Lender, Inc.
OHI Asset (TX), LLC
OHI Asset CSE-E, LLC
OHI Asset CSE-U, LLC
OHI Asset Essex (OH), LLC
OHI Asset II (CA), LLC
OHI Asset II (PA) Trust
OHI Asset III (PA) Trust
OHI Asset, LLC
OHI of Kentucky, Inc.
OHI of Texas, Inc.
OHI Sunshine, Inc.
OHIMA, Inc.
Omega (Kansas), Inc.
Omega TRS I, Inc.
Orange Village Care Center, Inc.
OS Leasing Company
Panama City Nursing Center LLC
Parkview - Skilled Nursing, Inc.
Pavillion North Partners, Inc.
Pavillion North, LLP
Pavillion Nursing Center North, Inc.
Pine Texarkana Healthcare Associates, Inc.
Reunion Texarkana Healthcare Associates, Inc.
San Augustine Healthcare Associates, Inc.
Skilled Nursing - Gaston, Inc.
Skilled Nursing - Herrin, Inc.
Skilled Nursing - Hicksville, Inc.
Skilled Nursing - Paris, Inc.
Skyler Maitland LLC
South Athens Healthcare Associates, Inc.
St. Mary's Properties, Inc.
Sterling Acquisition Corp.
Sterling Acquisition Corp. II
Suwanee, LLC
Texas Lessor - Stonegate GP, Inc.
Texas Lessor - Stonegate Limited, Inc.
Texas Lessor - Stonegate, L.P.

Texas Lessor - Treemont, Inc.
The Suburban Pavilion, Inc.
Washington Lessor - Silverdale, Inc.
Waxahachie Healthcare Associates, Inc.
West Athens Healthcare Associates, Inc.
Wilcare, LLC
OHI Asset (CO), LLC
OHI Asset (IL), LLC
OHI Asset IV (PA) Silver Lake Trust
OHI Asset II (FL), LLC
CSE Albany LLC
CSE Amarillo LLC
CSE Arden L.P.
CSE Augusta LLC
CSE Bedford LLC
CSE Cambridge LLC
CSE Cambridge Realty LLC
CSE Canton LLC
CSE Cedar Rapids LLC
CSE Chelmsford LLC
CSE Chesterton LLC
CSE Claremont LLC
CSE Denver LLC
CSE Douglas LLC
CSE Dumas LLC
CSE Elkton LLC
CSE Elkton Realty LLC
CSE Fort Wayne LLC
CSE Frankston LLC
CSE Georgetown LLC
CSE Green Bay LLC
CSE Hilliard LLC
CSE Huntsville LLC
CSE Indianapolis-Continental LLC
CSE Indianapolis-Greenbriar LLC
CSE Jefferson-Hillcrest Center LLC
CSE Jefferson-Jennings House LLC
CSE King L.P.
CSE Kingsport LLC
CSE Knightdale L.P.
CSE Lake City LLC
CSE Lake Worth LLC
CSE Lakewood LLC
CSE Las Vegas LLC
CSE Lawrenceburg LLC
CSE Lenoir L.P.

CSE Lexington Park LLC
CSE Lexington Park Realty LLC
CSE Ligonier LLC
CSE Live Oak LLC
CSE Logansport LLC
CSE Lowell LLC
CSE Mobile LLC
CSE Moore LLC
CSE North Carolina Holdings I LLC
CSE North Carolina Holdings II LLC
CSE Omro LLC
CSE Orange Park LLC
CSE Orlando-Pinar Terrace Manor LLC
CSE Orlando-Terra Vista Rehab LLC
CSE Piggott LLC
CSE Pilot Point LLC
CSE Ponca City LLC
CSE Port St. Lucie LLC
CSE Richmond LLC
CSE Safford LLC
CSE Salina LLC
CSE Seminole LLC
CSE Shawnee LLC
CSE Stillwater LLC
CSE Taylorsville LLC
CSE Texas City LLC
CSE Upland LLC
CSE Walnut Cove L.P.
CSE Winter Haven LLC
CSE Woodfin L.P.
CSE Yorktown LLC
CSE Casablanca Holdings LLC
CSE Casablanca Holdings II LLC
OHI Asset CSB LLC
OHI Asset (FL) Lender, LLC

SECOND SUPPLEMENTAL INDENTURE
(Senior Notes due 2022)

THIS SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture") is dated as of June 10, 2011, among OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation (the "Issuer"), each of the SUBSIDIARY GUARANTORS listed on Schedule I hereto (collectively, the "Subsidiary Guarantors"), OHI Asset HUD WO, LLC and OHI Asset (MD), LLC, each a Delaware limited liability company (the "New Subsidiaries"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Issuer and the Subsidiary Guarantors have heretofore executed and delivered to the Trustee an Indenture, dated as of October 4, 2010 (as amended by the First Supplemental Indenture dated as of January 13, 2011, the "Indenture"), providing for the issuance of the Issuer's 6-3/4% Senior Notes due 2022 (the "Notes");

WHEREAS, Section 9.01 of the Indenture authorizes the Issuer, the Subsidiary Guarantors and the Trustee, together, to amend or supplement the Indenture, without notice to or consent of any Holder of the Notes, for the purpose of making any change that would not materially adversely affect the rights of any Holder of the Notes;

WHEREAS, the Issuer has recently created the New Subsidiaries, which are required to become Subsidiary Guarantors pursuant to Section 4.14 of the Indenture;

WHEREAS, in Section 1.01 of the Indenture, the term "Subsidiary Guarantors" is defined to include all Persons that become a Subsidiary Guarantor by the terms of the Indenture after the Closing Date; and

WHEREAS, Section 10.01 of the Indenture provides that each Subsidiary Guarantor shall be a guarantor of the Issuer's obligations under the Notes, subject to the terms and conditions described in the Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Subsidiary Guarantors, the New Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
-

2. **AMENDMENT TO GUARANTEE.** The New Subsidiaries hereby agree, jointly and severally with all other Subsidiary Guarantors, to guarantee the Issuer's obligations under the Notes on the terms and subject to the conditions set forth in the Indenture, and to be bound by, and to receive the benefit of, all other applicable provisions of the Indenture as Subsidiary Guarantors. Such guarantee shall be evidenced by the New Subsidiaries' execution of Subsidiary Guarantees, the form of which is attached as Exhibit E to the Indenture, and shall be effective as of the date hereof.
3. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, partner, affiliate, beneficiary or stockholder of the New Subsidiaries, as such, shall have any liability for any obligations of the Issuer or any Subsidiary Guarantor under the Notes, any Guarantees, the Indenture or this Second Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes, by accepting and holding a Note, waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.
4. **NEW YORK LAW TO GOVERN.** The laws of the State of New York shall govern and be used to construe this Second Supplemental Indenture.
5. **COUNTERPARTS.** The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.
6. **EFFECT OF HEADINGS.** The Section headings herein are for convenience only and shall not affect the construction hereof.
7. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer, the Subsidiary Guarantors and the New Subsidiaries.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and attested, all as of the date first above written.

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

On behalf of each Subsidiary Guarantor, its sole member, general partner or trustee, named on the attached Schedule I

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

On behalf of each of the New Subsidiaries, its sole member

By: /s/ Robert O. Stephenson

Name: Robert O. Stephenson

Title: Chief Financial Officer and Treasurer

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: /s/ Paul L. Henderson

Name: Paul L. Henderson

Title: Assistant Vice President

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CSE Bolivar LLC
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CSE Centennial Village
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CSE Crane LLC
CSE Denver Iliff LLC
CSE Fairhaven LLC
CSE Huntingdon LLC
CSE Jacinto City LLC
CSE Jefferson City LLC
CSE Kerrville LLC
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CSE Memphis LLC
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OHI Asset III (PA) Trust
OHI Asset, LLC
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OHI of Texas, Inc.
OHI Sunshine, Inc.
OHIMA, Inc.
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Omega TRS I, Inc.
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Pavillion North, LLP
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Reunion Texarkana Healthcare Associates, Inc.
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Skilled Nursing - Herrin, Inc.
Skilled Nursing - Hicksville, Inc.
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Sterling Acquisition Corp. II
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Texas Lessor - Stonegate Limited, Inc.
Texas Lessor - Stonegate, L.P.

Texas Lessor - Treemont, Inc.
The Suburban Pavilion, Inc.
Washington Lessor - Silverdale, Inc.
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CSE Canton LLC
CSE Cedar Rapids LLC
CSE Chelmsford LLC
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CSE Claremont LLC
CSE Denver LLC
CSE Douglas LLC
CSE Dumas LLC
CSE Elkton LLC
CSE Elkton Realty LLC
CSE Fort Wayne LLC
CSE Frankston LLC
CSE Georgetown LLC
CSE Green Bay LLC
CSE Hilliard LLC
CSE Huntsville LLC
CSE Indianapolis-Continental LLC
CSE Indianapolis-Greenbriar LLC
CSE Jefferson-Hillcrest Center LLC
CSE Jefferson-Jennings House LLC
CSE King L.P.
CSE Kingsport LLC
CSE Knightdale L.P.
CSE Lake City LLC
CSE Lake Worth LLC
CSE Lakewood LLC
CSE Las Vegas LLC
CSE Lawrenceburg LLC
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CSE Lexington Park LLC
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CSE Ligonier LLC
CSE Live Oak LLC
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CSE Lowell LLC
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CSE Moore LLC
CSE North Carolina Holdings I LLC
CSE North Carolina Holdings II LLC
CSE Omro LLC
CSE Orange Park LLC
CSE Orlando-Pinar Terrace Manor LLC
CSE Orlando-Terra Vista Rehab LLC
CSE Piggott LLC
CSE Pilot Point LLC
CSE Ponca City LLC
CSE Port St. Lucie LLC
CSE Richmond LLC
CSE Safford LLC
CSE Salina LLC
CSE Seminole LLC
CSE Shawnee LLC
CSE Stillwater LLC
CSE Taylorsville LLC
CSE Texas City LLC
CSE Upland LLC
CSE Walnut Cove L.P.
CSE Winter Haven LLC
CSE Woodfin L.P.
CSE Yorktown LLC
CSE Casablanca Holdings LLC
CSE Casablanca Holdings II LLC
OHI Asset CSB LLC
OHI Asset (FL) Lender, LLC

**PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

The grant pursuant to this agreement (this "Agreement") is made as of the Grant Date, by Omega Healthcare Investors, Inc. (the "Company") to _____ (the "Recipient").

Upon and subject to this Agreement (which shall include the Terms and Conditions and Exhibits appended to the execution page), the Company hereby awards as of the Grant Date to the Recipient, the opportunity to earn Vested Restricted Units (the "Restricted Unit Grant" or the "Award"). Underlined and capitalized terms in Items A through F below shall have the meanings there ascribed to them.

- A. Grant Date: January 1, 2011.
- B. Plan (under which Restricted Unit Grant is granted): Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.
- C. Vested Restricted Units: The Recipient shall earn a number of Vested Restricted Units determined pursuant to Exhibit 1. Each Vested Restricted Unit represents the Company's unsecured obligation to issue one share of the Company's common stock ("Common Stock") and related Dividend Equivalents (as defined below) in accordance with this Agreement.
- D. Dividends Equivalents. Each Vested Restricted Unit shall accrue Dividend Equivalents, an amount equal to the dividends per share paid on one share of Common Stock to a shareholder of record on or after the Grant Date and until the date that the Vested Shares (as defined below) are issued.
- E. Distribution Date of Vested Shares. Shares of Common Stock attributable to Vested Restricted Units ("Vested Shares") shall be issued and distributed upon the earlier of the dates listed below, subject to receipt from the Recipient of the required tax withholding:
1. within ten (10) business days following the last day of each calendar quarter in 2014; or
 2. the date of a Change in Control.
- F. Distribution Date of Dividend Equivalents. Dividend Equivalents attributable to Vested Restricted Units shall be distributed to the Recipient on the same date as Vested Shares are distributable to the Recipient under Item E above.
-

IN WITNESS WHEREOF, the Company has executed this Agreement to be effective as of the Grant Date set forth above.

OMEGA HEALTHCARE INVESTORS, INC.

By: _____
Title: _____

**TERMS AND CONDITIONS TO THE
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

1. Payment for Vested Restricted Units. The Company shall issue in book entry form in the name of the Recipient, or issue and deliver to the Recipient a share certificate representing, the Vested Shares on the Distribution Date of Vested Shares.

2. Dividends Equivalents. The Company shall pay Dividend Equivalents attributable to Vested Restricted Units on the Distribution Date of Dividend Equivalents, subject to required tax withholding.

3. Tax Withholding.

(a) The Recipient must deliver to the Company, within ten (10) days after written notification from the Company as to the amount of the tax withholding that is due, either (i) cash, or (ii) a check payable to the Company, in the amount of all tax withholding obligations imposed on the Company as a result of the issuance of the Vested Shares, except as provided in Section 3(b). If the Recipient does not timely satisfy payment of the tax withholding obligation, the Recipient will be deemed to have made an election to satisfy tax withholding in the manner provided in Section 3(b).

(b) In lieu of paying the tax withholding obligation described in Section 3(a), the Recipient may elect to have the number of Vested Shares reduced by the number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock on the Distribution Date of the Vested Shares, together with cash or a check in lieu of any fractional Vested Share, is sufficient to satisfy the minimum amount of the required tax obligations imposed on the Company as a result of the issuance of the Vested Shares (the "Withholding Election"). The Recipient may make a Withholding Election only if all of the following conditions are met:

(i) The Withholding Election must be made within ten (10) days after the Recipient receives written notification from the Company as to the amount of the tax withholding that is due (the "Tax Notice Date"), by executing and delivering to the Company a properly completed Notice of Withholding Election, in substantially the form of Exhibit 2 attached hereto; and

(ii) Any Withholding Election made will be irrevocable; however, the Committee may, in its sole discretion, disapprove and give no effect to any Withholding Election, by giving written notice to the Recipient no later than ten (10) days after the Company's receipt of the Notice of Withholding Election, in which event the Recipient must deliver to the Company, within ten (10) days after receiving such notice, the amount of the tax withholding pursuant to Section 3(a). If the Recipient does not timely deliver the amount of the tax withholding, the Recipient will forfeit the Vested Shares to which the tax withholding requirement relates.

4. Restrictions on Transfer. Except for the transfer by bequest or inheritance, the Recipient shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to this Award. Any such disposition not made in accordance with this Agreement shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Agreement.

5. Change in Capitalization.

(a) The number and kind of shares issuable under this Agreement shall be proportionately adjusted for any non-reciprocal transaction between the Company and the holders of capital stock of the Company that causes the per share value of the shares of Common Stock subject to the Award to change, such as a stock dividend, stock split, spinoff, rights offering, or recapitalization through a large, non-recurring cash dividend (each, an "Equity Restructuring"). No fractional shares shall be issued in making such adjustment.

(b) In the event of a merger, consolidation, reorganization, extraordinary dividend, sale of substantially all of the Company's assets, other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, in each case that does not constitute an Equity Restructuring, the Committee shall take such action to make such adjustments with respect to the shares of Common Stock issuable hereunder or the terms of this Agreement as the Committee, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the Award, substituting cash, other securities, or other property to replace the Award, or removing of restrictions.

(c) All determinations and adjustments made by the Committee pursuant to this Section will be final and binding on the Recipient. Any action taken by the Committee need not treat all recipients of awards under the Plan equally.

(d) The existence of the Plan and the Restricted Unit Grant shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

6. Governing Laws. This Award shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Vested Shares shall be issued except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Recipient resides, and/or any other applicable securities laws.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

8. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

9. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

10. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties with respect to the subject matter.

11. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

12. No Right to Continued Retention. Neither the establishment of the Plan nor the Award hereunder shall be construed as giving Recipient the right to continued service with the Company or an Affiliate.

13. Headings and Capitalized Terms. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Agreement. Capitalized terms used, but not defined, in this Agreement shall be given the meaning ascribed to them in the Plan.

14. Definitions. As used in this Agreement:

"Beginning Stock Price" means the volume-weighted average price per share of Common Stock for the month of December 2010 on the exchange on which Common Stock is traded.

"Below Threshold Relative TSR" means that Relative Total Shareholder Return is less than the fiftieth (50th) percentile.

"Below Threshold TSR" means the Company has achieved Total Shareholder Return of less than eight percent (8%) for the Performance Period calculated on an annualized basis and compounded each December 31.

"Cause" shall have the meaning set forth in the employment agreement then in effect between the Recipient and the Company, or, if there is none, then Cause shall mean the occurrence of any of the following events:

(a) willful refusal by the Recipient to follow a lawful direction of the person to whom the Recipient reports or the Board of Directors of the Company (the "Board"), provided the direction is not materially inconsistent with the duties or responsibilities of the Recipient's position with the Company, which refusal continues after the Board has again given the direction in writing;

(b) willful misconduct or reckless disregard by the Recipient of his duties or with respect to the interest or material property of the Company;

(c) intentional disclosure by the Recipient to an unauthorized person of Confidential Information or Trade Secrets, which causes material harm to the Company;

(d) any act by the Recipient of fraud against, material misappropriation from or significant dishonesty to either the Company or an Affiliate, or any other party, but in the latter case only if in the reasonable opinion of at least two-thirds of the members of the Board (excluding the Recipient), such fraud, material misappropriation, or significant dishonesty could reasonably be expected to have a material adverse impact on the Company or its Affiliates; or

(e) commission by the Recipient of a felony as reasonably determined by at least two-thirds of the members of the Board (excluding the Recipient).

"Change in Control" means any one of the following events which occurs following the Grant Date:

(a) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Company that in the aggregate represent thirty percent (30%) or more of the total voting power of the Company's then outstanding equity securities;

(b) the acquisition, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation of equity securities of the Company, resulting in such person or persons holding equity securities of the Company that, together with equity securities already held by such person or persons, in the aggregate represent more than fifty percent (50%) of the total fair market value or total voting power of the Company's then outstanding equity securities;

(c) individuals who as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;

(d) a reorganization, merger or consolidation, with respect to which persons who were the holders of equity securities of the Company immediately prior to such reorganization, merger or consolidation, immediately thereafter, own equity securities of the surviving entity representing less than fifty percent (50%) of the combined ordinary voting power of the then outstanding voting securities of the surviving entity; or

(e) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than any corporation pursuant to a reorganization, merger or consolidation, of assets of the Company that have a total gross fair market value equal to or more than eighty-five percent (85%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred for purposes of this Award (a) unless the event also constitutes a "change in the ownership or effective control of the corporation or in the ownership of a substantial portion of the assets of the corporation" within the meaning of Code Section 409A(a)(2)(v), or (b) by reason of any actions or events in which the Recipient participates in a capacity other than in his capacity as an officer, employee, or director of the Company or an Affiliate.

"Confidential Information" means data and information relating to the business of the Company or an Affiliate (which does not rise to the status of a Trade Secret) which is or has been disclosed to the Recipient or of which the Recipient became aware as a consequence of or through his relationship to the Company or an Affiliate and which has value to the Company or an Affiliate and is not generally known to its competitors. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Company or an Affiliate (except where such public disclosure has been made by the Recipient without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means without breach of any obligations of confidentiality owed to the Company or any of its Affiliates.

"Ending Stock Price" means the volume-weighted average price per share of Common Stock for the month of December 2013 on the exchange on which Common Stock is traded unless a Change in Control occurs before January 1, 2014, in which case the term means the value per share determined as of the date of the Change in Control, such value to be determined by the Compensation Committee in its reasonable discretion based on the actual or implied price per share paid in the Change in Control transaction.

"Good Reason" shall have the meaning set forth in the employment agreement then in effect between the Recipient and the Company, or, if there is none, then Good Reason shall mean the occurrence of an event listed in Subsection (a) through (c) below:

(a) the Recipient experiences a material diminution of the Recipient's responsibilities of his position, as reasonably modified by the person to whom the Recipient reports or the Board from time to time, such that the Recipient would no longer have responsibilities substantially equivalent to those of other executives holding equivalent positions at companies with similar revenues and market capitalization;

(b) the Company reduces the Recipient's annual base salary or annual bonus opportunity at high, target or threshold performance as a percentage of annual base salary; or

(c) the Company requires the Recipient to relocate the Recipient's primary place of employment to a new location that is more than fifty (50) miles from its current location (determined using the most direct driving route), without the Recipient's consent;

provided however, as to each event in Subsection (a) through (c),

(i) the Recipient gives written notice to the Company within ten (10) days following the event or receipt of notice of the event of his objection to the event;

- (ii) the Company fails to remedy the event within ten (10) days following the Recipient's written notice; and
- (iii) the Recipient terminates his employment within thirty (30) days following the Company's failure to remedy the event.

"High Relative TSR" means that Relative Total Shareholder Return is the eightieth (80th) percentile or above.

"High TSR" means the Company has achieved an annualized Total Shareholder Return, compounded each December 31, of at least twelve percent (12%) for the Performance Period. In calculating High TSR, dividends paid during the calendar year shall be subtracted from the stock price in effect at the beginning of the year (i.e., in the case of 2011, the Beginning Stock Price) multiplied by twelve percent (12%) to arrive at the stock price in effect at the beginning of the next year for purposes of the compounding calculation.

"Performance Period" means the period from and including January 1, 2011 through the earlier of December 31, 2013 or the date of a Change in Control.

"Relative Total Shareholder Return" means Total Shareholder Return ranked on a percentile basis relative to the average total shareholder return of companies comprising the MSCI U.S. REIT Index for the same period for which Total Shareholder Return is calculated and using the same methodology used for calculating Total Shareholder Return.

"Target Relative TSR" means that Relative Total Shareholder Return is the sixty-fifth (65th) percentile.

"Target TSR" means the Company has achieved an annualized Total Shareholder Return, compounded each December 31, of ten percent (10%) for the Performance Period. In calculating Target TSR, dividends paid during the calendar year shall be subtracted from the stock price in effect at the beginning of the year (i.e., in the case of 2011, the Beginning Stock Price) multiplied by ten percent (10%) to arrive at the stock price in effect at the beginning of the next year for purposes of the compounding calculation.

"Threshold Relative TSR" means that Relative Total Shareholder Return is the fiftieth (50th) percentile.

"Threshold TSR" means that the Company has achieved an annualized Total Shareholder Return, compounded each December 31, of eight percent (8%) for the Performance Period. In calculating Threshold TSR, dividends paid during the calendar year shall be subtracted from the stock price in effect at the beginning of the year (i.e., in the case of 2011, the Beginning Stock Price) multiplied by eight percent (8%) to arrive at the stock price in effect at the beginning of the next year for purposes of the compounding calculation.

"Total Shareholder Return" means the sum of the total change in the Ending Stock Price as compared to the Beginning Stock Price, plus any dividends paid to a shareholder of record with respect to one share of Common Stock during the Performance Period.

"Trade Secrets" means information including, but not limited to, technical or nontechnical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential customers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Vesting Period" means the period beginning on the day after the last day of the Performance Period and ending December 31, 2014.

EXHIBIT 1

- A. The number of Vested Restricted Units is determined as of the last day of the Performance Period by adding the number determined in the TSR Chart and the Relative TSR Chart set forth below; provided that the Recipient shall vest in twenty-five percent (25%) of the Vested Restricted Units as of the last day of each calendar quarter during the Vesting Period only if the Recipient remains an employee, director or consultant of the Company or an Affiliate during the entire Performance Period and through the last day of such calendar quarter.

TSR Chart

Below Threshold TSR	*Threshold TSR	*Target TSR	*High TSR
Zero Vested Units			

Relative TSR Chart

Below Threshold Relative TSR	**Threshold Relative TSR	**Target Relative TSR	**High Relative TSR
Zero Vested Units			

- * If Total Shareholder Return falls between Threshold TSR and Target TSR or between Target TSR and High TSR, the number of Vested Restricted Units under the TSR Chart shall be determined by rounding actual Total Shareholder Return to the closest 0.5% percentage points and then applying linear interpolation based on the percentage points by which Threshold TSR or Target TSR, as so adjusted, respectively, is exceeded.

- ** If Relative Total Shareholder Return falls between Threshold Relative TSR and Target Relative TSR or between Target Relative TSR and High Relative TSR, the number of Vested Restricted Units under the Relative TSR Chart shall be determined by rounding Relative TSR to the closest five (5) percentile points and then applying linear interpolation based on the percentile by which Threshold Relative TSR or Target Relative TSR, respectively, is exceeded.

- B. Notwithstanding the foregoing, if the Recipient dies or becomes subject to a Disability while an employee, director or consultant of the Company or an Affiliate, the Recipient resigns from the Company for Good Reason or the Company terminates the Recipient's employment without Cause (each such event referred to as a "Qualifying Termination"), in each case:
-

- (i) during the Performance Period and more than sixty (60) days before a Change in Control, the Recipient shall earn upon completion of the Performance Period a number of Vested Restricted Units equal to the number of Vested Restricted Units determined in the charts above, multiplied by a fraction, the numerator of which is the number of days elapsed in the Performance Period through the date of such event and the denominator of which is 1,095 (*i.e.*, 365 x 3), or
- (ii) during the Vesting Period, the Recipient shall earn the same number of Vested Restricted Units determined in the charts above as if the Recipient were to remain an employee of the Company through the last day of the Vesting Period.

C. Notwithstanding any other provision of this Agreement, if a Change in Control occurs upon or after the Grant Date and before December 31, 2014, and (i) the Recipient remains an employee, director or consultant of the Company or an Affiliate during the entire Performance Period until the date of the Change in Control, or (ii) if within sixty (60) days before the Change in Control, the Recipient incurs a Qualifying Termination, the Recipient shall be 100% vested in, as of the date of the Change in Control:

1. if the Change in Control occurs before January 1, 2014, the number of units determined from the Relative TSR Chart based on the percentile of Relative Total Shareholder Return achieved for the Performance Period through the date of the Change in Control, plus
 - a. the number of units determined in the TSR Chart if the applicable level of Total Shareholder Return for the full three year Performance Period (determined without regard to the shortening of the period as a result of the Change in Control) is achieved, or
 - b. a number of units equal to the number of units determined in the TSR Chart multiplied by a fraction, the numerator of which is the number of days elapsed in the Performance Period through the date of the Change in Control and the denominator of which is 1,095 (*i.e.*, 365 x 3), if the applicable level of Total Shareholder Return has been achieved based on annualized performance to the date of the Change in Control but not for the full three year Performance Period (determined without regard to the shortening of the period as a result of the Change in Control), or
 - c. a number of units determined by interpolation between the numbers in clause (a) and (b) above if the applicable level of Total Shareholder Return has been exceeded based on performance to the date of the Change in Control but is less than the applicable level for the full three year Performance Period (determined without regard to the shortening of the period as a result of the Change in Control), or
-

2. if the Change in Control occurs after December 31, 2013, the number of units determined in the above charts that were actually earned for the Performance Period.

D. The portion of the Restricted Unit Grant that has not become Vested Restricted Units as of the earlier of the last day of the Performance Period, or, except as provided in Item C above, as of the date the Recipient ceases to be an employee, director, or consultant of the Company or an Affiliate shall be forfeited. In addition, if the Recipient ceases to be an employee, director, or consultant of the Company or an Affiliate during, but before the last day of, each calendar quarter during the Vesting Period, then except as provided in Item C above, the unvested portion of the Restricted Unit Grant shall be forfeited.

EXHIBIT 2

**NOTICE OF WITHHOLDING ELECTION
PURSUANT TO OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

TO: Omega Healthcare Investors, Inc.
Attention: Chief Financial Officer

FROM: _____

RE: Withholding Election

This election relates to the Restricted Unit Grant identified in Paragraph 3 below. I hereby certify that:

(1) My correct name and social security number and my current address are set forth at the end of this document.

(2) I am (check one, whichever is applicable).

the original recipient of the Restricted Unit Grant.

the legal representative of the estate of the original recipient of the Restricted Unit Grant.

a legatee of the original recipient of the Restricted Unit Grant.

the legal guardian of the original recipient of the Restricted Unit Grant.

(3) The Restricted Unit Grant pursuant to which this election relates was issued with a Grant Date of _____ under the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan (the "Plan") in the name of _____. This election relates to _____ shares of Common Stock issuable pursuant to the Restricted Unit Grant.

(4) I hereby elect to have certain of the shares of Common Stock withheld by the Company for the purpose of having the value of the shares applied to pay federal, state and local, if any, taxes arising from the exercise.

The fair market value of the shares of Common Stock to be withheld in addition to \$_____ in cash to be tendered to the Company by the recipient of the Restricted Unit Grant shall be equal to the minimum statutory tax withholding requirement under federal, state and local law in connection with the exercise.

(5) This Withholding Election is made no later than ten (10) days after the Tax Notice Date and is otherwise timely made pursuant to the Plan.

(6) I further understand that, if this Withholding Election is not disapproved by the Committee, the Company shall withhold from the Common Stock issuable to me a whole number of shares of Common Stock having the value specified in Paragraph 4 above.

(7) The Plan has been made available to me by the Company, I have read and understand the Plan and I have no reason to believe that any of the conditions therein to the making of this Withholding Election have not been met. Capitalized terms used in this Notice of Withholding Election without definition shall have the meanings given to them in the Plan.

Dated: _____

Signature: _____

Name (Printed)

Street Address

City, State, Zip Code

**PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

The grant pursuant to this agreement (this "Agreement") is made as of the Grant Date, by Omega Healthcare Investors, Inc. (the "Company") to _____ (the "Recipient").

Upon and subject to this Agreement (which shall include the Terms and Conditions and Exhibits appended to the execution page), the Company hereby awards as of the Grant Date to the Recipient, the opportunity to earn Vested Restricted Units (the "Restricted Unit Grant" or the "Award"). Underlined and capitalized terms in Items A through F below shall have the meanings there ascribed to them.

- A. Grant Date: January 1, 201__.
- B. Plan (under which Restricted Unit Grant is granted): Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.
- C. Vested Restricted Units: The Recipient shall earn a number of Vested Restricted Units determined pursuant to Exhibit 1. Each Vested Restricted Unit represents the Company's unsecured obligation to issue one share of the Company's common stock ("Common Stock") and related Dividend Equivalents (as defined below) in accordance with this Agreement.
- D. Dividends Equivalents. Each Vested Restricted Unit shall accrue Dividend Equivalents, an amount equal to the dividends per share paid on one share of Common Stock to a shareholder of record on or after the Grant Date and until the date that the Vested Shares (as defined below) are issued.
- E. Distribution Date of Vested Shares. Shares of Common Stock attributable to Vested Restricted Units ("Vested Shares") shall be issued and distributed upon the earlier of the dates listed below, subject to receipt from the Recipient of the required tax withholding:
1. within ten (10) business days following December 31, 201__; or
 2. the date of a Change in Control.
- F. Distribution Date of Dividend Equivalents. Dividend Equivalents attributable to Vested Restricted Units shall be distributed to the Recipient on the same date as Vested Shares are distributable to the Recipient under Item E above.
-

IN WITNESS WHEREOF, the Company has executed this Agreement to be effective as of the Grant Date set forth above.

OMEGA HEALTHCARE INVESTORS, INC.

By: _____
Title: _____

**TERMS AND CONDITIONS TO THE
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

1. Payment for Vested Restricted Units. The Company shall issue in book entry form in the name of the Recipient, or issue and deliver to the Recipient a share certificate representing, the Vested Shares on the Distribution Date of Vested Shares.

2. Dividends Equivalents. The Company shall pay Dividend Equivalents attributable to Vested Restricted Units on the Distribution Date of Dividend Equivalents, subject to required tax withholding.

3. Tax Withholding.

(a) The Recipient must deliver to the Company, within ten (10) days after written notification from the Company as to the amount of the tax withholding that is due, either (i) cash, or (ii) a check payable to the Company, in the amount of all tax withholding obligations imposed on the Company as a result of the issuance of the Vested Shares, except as provided in Section 3(b). If the Recipient does not timely satisfy payment of the tax withholding obligation, the Recipient will be deemed to have made an election to satisfy tax withholding in the manner provided in Section 3(b).

(b) In lieu of paying the tax withholding obligation described in Section 3(a), the Recipient may elect to have the number of Vested Shares reduced by the number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock on the Distribution Date of the Vested Shares, together with cash or a check in lieu of any fractional Vested Share, is sufficient to satisfy the minimum amount of the required tax obligations imposed on the Company as a result of the issuance of the Vested Shares (the "Withholding Election"). The Recipient may make a Withholding Election only if all of the following conditions are met:

(i) The Withholding Election must be made within ten (10) days after the Recipient receives written notification from the Company as to the amount of the tax withholding that is due (the "Tax Notice Date"), by executing and delivering to the Company a properly completed Notice of Withholding Election, in substantially the form of Exhibit 2 attached hereto; and

(ii) Any Withholding Election made will be irrevocable; however, the Committee may, in its sole discretion, disapprove and give no effect to any Withholding Election, by giving written notice to the Recipient no later than ten (10) days after the Company's receipt of the Notice of Withholding Election, in which event the Recipient must deliver to the Company, within ten (10) days after receiving such notice, the amount of the tax withholding pursuant to Section 3(a). If the Recipient does not timely deliver the amount of the tax withholding, the Recipient will forfeit the Vested Shares.

4. Restrictions on Transfer. Except for the transfer by bequest or inheritance, the Recipient shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to this Award. Any such disposition not made in accordance with this Agreement shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Agreement.

5. Change in Capitalization.

(a) The number and kind of shares issuable under this Agreement shall be proportionately adjusted for any non-reciprocal transaction between the Company and the holders of capital stock of the Company that causes the per share value of the shares of Common Stock subject to the Award to change, such as a stock dividend, stock split, spinoff, rights offering, or recapitalization through a large, non-recurring cash dividend (each, an "Equity Restructuring"). No fractional shares shall be issued in making such adjustment.

(b) In the event of a merger, consolidation, reorganization, extraordinary dividend, sale of substantially all of the Company's assets, other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, in each case that does not constitute an Equity Restructuring, the Committee shall take such action to make such adjustments with respect to the shares of Common Stock issuable hereunder or the terms of this Agreement as the Committee, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the Award, substituting cash, other securities, or other property to replace the Award, or removing of restrictions.

(c) All determinations and adjustments made by the Committee pursuant to this Section will be final and binding on the Recipient. Any action taken by the Committee need not treat all recipients of awards under the Plan equally.

(d) The existence of the Plan and the Restricted Unit Grant shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

6. Governing Laws. This Award shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Vested Shares shall be issued except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Recipient resides, and/or any other applicable securities laws.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

8. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

9. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

10. Entire Agreement. Subject to the terms and conditions of the Plan, this Agreement expresses the entire understanding and agreement of the parties with respect to the subject matter.

11. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

12. No Right to Continued Retention. Neither the establishment of the Plan nor the Award hereunder shall be construed as giving Recipient the right to continued service with the Company or an Affiliate.

13. Headings and Capitalized Terms. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Agreement. Capitalized terms used, but not defined, in this Agreement shall be given the meaning ascribed to them in the Plan.

14. Definitions. As used in this Agreement:

"Beginning Stock Price" means the volume-weighted average price per share of Common Stock for the month of December 201__ on the exchange on which Common Stock is traded.

"Below Threshold Performance" means the Company has achieved Total Shareholder Return of less than eight percent (8%).

"Cause" shall have the meaning set forth in the employment agreement then in effect between the Recipient and the Company, or, if there is none, then Cause shall mean the occurrence of any of the following events:

(a) willful refusal by the Recipient to follow a lawful direction of the person to whom the Recipient reports or the Board of Directors of the Company (the "Board"), provided the direction is not materially inconsistent with the duties or responsibilities of the Recipient's position with the Company, which refusal continues after the Board has again given the direction in writing;

(b) willful misconduct or reckless disregard by the Recipient of his duties or with respect to the interest or material property of the Company;

(c) intentional disclosure by the Recipient to an unauthorized person of Confidential Information or Trade Secrets, which causes material harm to the Company;

(d) any act by the Recipient of fraud against, material misappropriation from or significant dishonesty to either the Company or an Affiliate, or any other party, but in the latter case only if in the reasonable opinion of at least two-thirds of the members of the Board (excluding the Recipient), such fraud, material misappropriation, or significant dishonesty could reasonably be expected to have a material adverse impact on the Company or its Affiliates; or

(e) commission by the Recipient of a felony as reasonably determined by at least two-thirds of the members of the Board (excluding the Recipient).

"Change in Control" means any one of the following events which occurs following the Grant Date:

(a) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Company that in the aggregate represent thirty percent (30%) or more of the total voting power of the Company's then outstanding equity securities;

(b) the acquisition, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation of equity securities of the Company, resulting in such person or persons holding equity securities of the Company that, together with equity securities already held by such person or persons, in the aggregate represent more than fifty percent (50%) of the total fair market value or total voting power of the Company's then outstanding equity securities;

(c) individuals who as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;

(d) a reorganization, merger or consolidation, with respect to which persons who were the holders of equity securities of the Company immediately prior to such reorganization, merger or consolidation, immediately thereafter, own equity securities of the surviving entity representing less than fifty percent (50%) of the combined ordinary voting power of the then outstanding voting securities of the surviving entity; or

(e) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than any corporation pursuant to a reorganization, merger or consolidation, of assets of the Company that have a total gross fair market value equal to or more than eighty-five percent (85%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred for purposes of this Award (a) unless the event also constitutes a "change in the ownership or effective control of the corporation or in the ownership of a substantial portion of the assets of the corporation" within the meaning of Code Section 409A(a)(2)(v), or (b) by reason of any actions or events in which the Recipient participates in a capacity other than in his capacity as an officer, employee, or director of the Company or an Affiliate.

"Confidential Information" means data and information relating to the business of the Company or an Affiliate (which does not rise to the status of a Trade Secret) which is or has been disclosed to the Recipient or of which the Recipient became aware as a consequence of or through his relationship to the Company or an Affiliate and which has value to the Company or an Affiliate and is not generally known to its competitors. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Company or an Affiliate (except where such public disclosure has been made by the Recipient without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means without breach of any obligations of confidentiality owed to the Company or any of its Affiliates.

"Ending Stock Price" means the volume-weighted average price per share of Common Stock for the month of December 201__ on the exchange on which Common Stock is traded, unless a Change in Control occurs before December 31, 201__, in which case the term means the value per share determined as of the date of the Change in Control, such value to be determined by the Compensation Committee in its reasonable discretion based on the actual or implied price per share paid in the Change in Control transaction.

"Good Reason" shall have the meaning set forth in the employment agreement then in effect between the Recipient and the Company, or, if there is none, then Good Reason shall mean the occurrence of all of the events listed in either (a) or (b) below:

(a) (i) the Recipient experiences a material diminution of the Recipient's responsibilities of his position, as reasonably modified by the person to whom the Recipient reports or the Board from time to time, such that the Recipient would no longer have responsibilities substantially equivalent to those of other executives holding equivalent positions at companies with similar revenues and market capitalization;

(ii) the Recipient gives written notice to the Company of the facts and circumstances constituting the material diminution in responsibilities within ten (10) days following the occurrence of such material diminution;

(iii) the Company fails to remedy the material diminution in responsibilities within ten (10) days following the Recipient's written notice of the material diminution in responsibilities; and

(iv) the Recipient terminates his employment and this Agreement within thirty (30) days following the Company's failure to remedy the material diminution in responsibilities.

(b) (i) the Company requires the Recipient to relocate the Recipient's primary place of employment to a new location that is more than fifty (50) miles from its current location (determined using the most direct driving route), without the Recipient's consent;

(ii) the Recipient gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(iii) the Company fails to rescind the notice of relocation within ten (10) days following the Recipient's written notice; and

(iv) the Recipient terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

"High Performance" means the Company has achieved Total Shareholder Return of at least twelve percent (12%).

"Performance Period" means the period from and including January 1, 201__ through the earlier of December 31, 201__ or the date of a Change in Control.

"Target Performance" means the Company has achieved Total Shareholder Return of ten percent (10%).

"Threshold Performance" means that the Company has achieved Total Shareholder Return of eight percent (8%).

"Total Shareholder Return" means the sum of the total change in the Ending Stock Price as compared to the Beginning Stock Price, plus any dividends paid to a shareholder of record with respect to one share of Common Stock during the Performance Period.

"Trade Secrets" means information including, but not limited to, technical or nontechnical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential customers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

EXHIBIT 1

- A. The number of Vested Restricted Units earned is determined as of the last day of the Performance Period pursuant to the following chart; provided that the Recipient must remain an employee, director or consultant of the Company or an Affiliate during the entire Performance Period to earn the number of Vested Restricted Units determined in the chart below.

Below Threshold Performance	*Threshold Performance	*Target Performance	*High Performance
Zero Vested Units			

- * If Total Shareholder Return falls between Threshold Performance and Target Performance or between Target Performance and High Performance, the number of Vested Restricted Units shall be determined by rounding actual Total Shareholder Return to the closest 0.5% percentage points and then applying linear interpolation based on the percentage points by which Threshold Performance or Target Performance, respectively, as so adjusted, is exceeded.
- B. Notwithstanding the foregoing, if during the Performance Period and more than sixty (60) days before a Change in Control, the Recipient dies or becomes subject to a Disability while an employee, director or consultant of the Company or an Affiliate, the Recipient resigns from the Company for Good Reason, or the Company terminates the Recipient's employment without Cause (each such event referred to as a "Qualifying Termination"), the Recipient shall earn a number of Vested Restricted Units equal to the number of Vested Restricted Units determined in the chart above as of the completion of the Performance Period, multiplied by a fraction, the numerator of which is the number of days elapsed in the Performance Period through the date of such event and the denominator of which is 365.
- C. Notwithstanding the foregoing, if a Change in Control occurs on or after the Grant Date and before December 31, 201__ and (i) while the Recipient remains an employee, director or consultant of the Company or an Affiliate, or (ii) within sixty (60) days before the Change in Control, the Recipient incurs a Qualifying Termination, the Recipient shall earn a number of Vested Restricted Units determined in the chart above based on the level of Total Shareholder Return through the date of the Change in Control relative to the level required for the full Performance Period (determined without regard to the shortening of the period as a result of the Change in Control), and shall not thereafter earn any additional Vested Restricted Units.
- D. The portion of the Restricted Unit Grant that has not become earned Vested Restricted Units as of the earlier of the last day of the Performance Period, or, except as provided in Item C above, as of the date the Recipient ceases to be an employee, director, or consultant of the Company or an Affiliate shall be forfeited.
-

EXHIBIT 2

**NOTICE OF WITHHOLDING ELECTION
PURSUANT TO OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

TO: Omega Healthcare Investors, Inc.
Attention: Chief Financial Officer

FROM: _____

RE: Withholding Election

This election relates to the Restricted Unit Grant identified in Paragraph 3 below. I hereby certify that:

(1) My correct name and social security number and my current address are set forth at the end of this document.

(2) I am (check one, whichever is applicable).

the original recipient of the Restricted Unit Grant.

the legal representative of the estate of the original recipient of the Restricted Unit Grant.

a legatee of the original recipient of the Restricted Unit Grant.

the legal guardian of the original recipient of the Restricted Unit Grant.

(3) The Restricted Unit Grant pursuant to which this election relates was issued with a Grant Date of _____ under the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan (the "Plan") in the name of _____. This election relates to _____ shares of Common Stock issuable pursuant to the Restricted Unit Grant.

(4) I hereby elect to have certain of the shares of Common Stock withheld by the Company for the purpose of having the value of the shares applied to pay federal, state and local, if any, taxes arising from the exercise.

The fair market value of the shares of Common Stock to be withheld in addition to \$_____ in cash to be tendered to the Company by the recipient of the Restricted Unit Grant shall be equal to the minimum statutory tax withholding requirement under federal, state and local law in connection with the exercise.

(5) This Withholding Election is made no later than ten (10) days after the Tax Notice Date and is otherwise timely made pursuant to the Plan.

(6) I further understand that, if this Withholding Election is not disapproved by the Committee, the Company shall withhold from the Common Stock issuable to me a whole number of shares of Common Stock having the value specified in Paragraph 4 above.

(7) The Plan has been made available to me by the Company, I have read and understand the Plan and I have no reason to believe that any of the conditions therein to the making of this Withholding Election have not been met. Capitalized terms used in this Notice of Withholding Election without definition shall have the meanings given to them in the Plan.

Dated: _____

Signature: _____

Name (Printed)

Street Address

City, State, Zip Code

**RESTRICTED STOCK AWARD
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

THIS AWARD is made as of the Grant Date, by Omega Healthcare Investors, Inc. (the "Company") to _____ (the "Recipient").

Upon and subject to the Terms and Conditions attached hereto and incorporated herein by reference as part of this Award, the Company hereby awards as of the Grant Date to the Recipient the Restricted Shares (the "Restricted Stock Grant").

- A. Grant Date: January 15, 20__.
- B. Plan: (under which Restricted Stock Grant is granted): Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.
- C. Restricted Shares: _____ shares of the Company's common stock ("Common Stock"), subject to adjustment as provided in the attached Terms and Conditions.
- D. Vesting Schedule: The Restricted Shares shall vest according to the Vesting Schedule attached hereto as Exhibit 1 (the "Vesting Schedule"). The Restricted Shares which have become vested pursuant to the Vesting Schedule are herein referred to as the "Vested Restricted Shares."

IN WITNESS WHEREOF, the Company has executed this Award as of the Grant Date set forth above.

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title _____

**TERMS AND CONDITIONS TO THE
RESTRICTED STOCK AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

1 . Restricted Shares. The Company shall cause the Restricted Shares to be issued in book-entry form in the name of the Recipient with appropriate notations and stop-transfer instructions reflecting the applicable restrictions in this Agreement. When any portion of the Restricted Shares become Vested Restricted Shares, the Company shall cause the notations regarding the restrictions and stop-transfer instructions as to such portion to be removed. In the event that the Recipient forfeits any of the Restricted Shares, those shares shall automatically be transferred to the Company, without any action by the Recipient, and if the number of Vested Restricted Shares includes a fraction of a share, the Company shall cancel the fractional share, and the Company may pay the Recipient the amount determined by the Company to be the estimated fair market value therefore. In the event of a transaction pursuant to Section 6, the Recipient agrees that any shares of Common Stock or other securities or property issued as a result of any of the foregoing shall be subject to all of the provisions of this Award as if initially granted thereunder.

2 . Rights of a Shareholder. During the period before the Restricted Shares vest and as long as they are not forfeited, the Recipient shall be entitled to all rights applicable to shares of Common Stock not so restricted, except as otherwise provided in the Award, including the right to receive dividends paid on Common Stock notwithstanding that all or some of the Restricted Shares may not be Vested Restricted Shares.

3 . Withholding. This Section shall not apply if the Recipient is not and has not been an employee of the Company or an Affiliate. To the extent required by law, the Company shall have the right to require the Recipient to remit to the Company an amount sufficient to satisfy any federal, state and local withholding tax requirement, if any, upon the earlier of the vesting of the Restricted Shares or the effective date of an election pursuant to Section 83(b) of the Internal Revenue Code with respect to such Restricted Shares. The Recipient must pay the withholding tax (i) in cash; (ii) by certified check; or (iii) by tendering shares of Common Stock which have been owned by the Recipient prior to the date of exercise having a Fair Market Value equal to the withholding obligation.

4. Restrictions on Transfer of Restricted Shares. Except for the transfer of any Restricted Shares by bequest or inheritance, the Recipient shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to any unvested Restricted Shares. Any such disposition not made in accordance with this Award shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Award.

5. Additional Restrictions on Transfer.

If for any reason the Restricted Share shall be represented in certificated form prior to becoming Vested Restricted Shares, the certificates evidencing the Restricted Shares shall bear a notation required under applicable securities laws or otherwise determined by the Company to be appropriate, such as:

TRANSFER IS RESTRICTED

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND FORFEITURE PROVISIONS WHICH ALSO APPLY TO THE TRANSFEREE AS SET FORTH IN A RESTRICTED STOCK AGREEMENT DATED JANUARY __, 2010, A COPY OF WHICH IS AVAILABLE FROM THE COMPANY. THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION UNDER SUCH ACT COVERING SUCH SECURITIES, (2) THE TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR (3) THE ISSUER RECEIVES AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT.

6. Change in Capitalization.

(a) The number and kind of unvested Restricted Shares shall be proportionately adjusted for nonreciprocal transactions between the Company and the holders of Common Stock that cause the per share value of the Restricted Shares to change, such as a stock dividend, stock split, spinoff, or rights offering (each and "Equity Restructuring"). No fractional shares shall be issued in making such adjustment.

(b) In the event of a merger, consolidation, extraordinary dividend, sale of substantially all of the Company's assets or other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, or other reorganization of the Company, in each case that does not result in an Equity Restructuring or a Change in Control, the Compensation Committee shall take such action to make such adjustments with respect to the unvested Restricted Shares, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the unvested portion of the Award, substituting cash, other securities, or other property to replace the unvested portion of the Award, or removing of restrictions on unvested Restricted Shares.

(c) All determinations and adjustments made by the Compensation Committee pursuant to this Section will be final and binding on the Recipient. Any action taken by the Compensation Committee need not treat all recipients of awards under the Plan equally.

(d) The existence of the Plan and the Restricted Stock Grant shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

7 . Governing Laws. This Award shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Restricted Shares shall be issued except, in the reasonable judgment of the Compensation Committee, in compliance with exemptions under applicable state securities laws of the state in which Recipient resides, and/or any other applicable securities laws.

8 . Successors. This Award shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

9 . Notice. Except as otherwise specified herein, all notices and other communications under this Award shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

10 . Severability. In the event that any one or more of the provisions or portion thereof contained in this Award shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award, and this Award shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

11 . Entire Agreement. Subject to the terms and conditions of the Plan, this Award expresses the entire understanding and agreement of the parties with respect to the subject matter.

12 . Headings and Capitalized Terms. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award. Capitalized terms used, but not defined, in this Award shall be given the meaning ascribed to them in the Plan.

13 . Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

1.4. No Right to Continued Retention. Neither the establishment of the Plan nor the award of Restricted Shares hereunder shall be construed as giving Recipient the right to continued service with the Company or an Affiliate.

Exhibit 1 to Restricted Stock Agreement
Vesting Schedule

The Restricted Shares shall become vested as follows:

<u>Percentage of Vested Restricted Shares</u>	<u>Vesting Date</u>
33-1/3%	January 1, 2011
66-2/3%	January 1, 2012
100%	January 1, 2013

For purposes of the above schedule, the Restricted Shares shall become vested as indicated in the above schedule on each Vesting Date if the Recipient remains at all times a director, employee, or consultant of the Company or an Affiliate from the Grant Date to such Vesting Date. Any of the Restricted Shares which are not vested (1) at the time that the Recipient ceases to be a director, employee, or consultant of the Company due to death or Disability, or (2) upon a Change in Control shall become fully vested. Notwithstanding the foregoing, any of the Restricted Shares which are not vested at the time that the Recipient ceases to be a director, employee, or consultant of the Company or an Affiliate for any reason other than death or Disability shall be forfeited to the Company.

For purposes of the above schedule, "Change in Control" means any one of the following events which occurs following the Grant Date:

(a) the acquisition, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Company, resulting in such person or persons holding equity securities of the Company that in the aggregate represent thirty percent (30%) or more of the combined ordinary voting power of the Company's then outstanding equity securities;

(b) individuals who as of the date hereof, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors;

(c) a reorganization, merger or consolidation, with respect to which persons who were the holders of equity securities of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own equity securities of the surviving entity representing more than fifty percent (50%) of the combined ordinary voting power of the then outstanding voting securities of the surviving entity; or

(d) a sale, or one or more sales occurring in a twelve-month period, of all or substantially all of the assets of the Company to any third party.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred for purposes of this Award by reason of any actions or events in which the Recipient participates in a capacity other than in his capacity as an officer, employee, or director of the Company or an Affiliate.

**RESTRICTED STOCK AWARD
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

THIS AWARD is made as of the Grant Date, by Omega Healthcare Investors, Inc. (the "Company") to _____ (the "Recipient").

Upon and subject to the Terms and Conditions attached hereto and incorporated herein by reference as part of this Award, the Company hereby awards as of the Grant Date to the Recipient the Restricted Shares (the "Restricted Stock Grant").

- A. Grant Date: January 1, 2011.
- B. Plan: (under which Restricted Stock Grant is granted): Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.
- C. Restricted Shares: _____ shares of the Company's common stock ("Common Stock"), subject to adjustment as provided in the attached Terms and Conditions.
- D. Vesting Schedule: The Restricted Shares shall vest according to the Vesting Schedule attached hereto as Exhibit 1 (the "Vesting Schedule"). The Restricted Shares which have become vested pursuant to the Vesting Schedule are herein referred to as the "Vested Restricted Shares."

IN WITNESS WHEREOF, the Company has executed this Award as of the Grant Date set forth above.

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title: _____

**TERMS AND CONDITIONS TO THE
RESTRICTED STOCK AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN**

1 . Restricted Shares. The Company shall cause the Restricted Shares to be issued in book-entry form in the name of the Recipient with appropriate notations and stop-transfer instructions reflecting the applicable restrictions in this Agreement. When any portion of the Restricted Shares become Vested Restricted Shares, the Company shall cause the notations regarding the restrictions and stop-transfer instructions as to such portion to be removed. In the event that the Recipient forfeits any of the Restricted Shares, those shares shall automatically be transferred to the Company, without any action by the Recipient, and if the number of Vested Restricted Shares includes a fraction of a share, the Company shall cancel the fractional share, and the Company shall pay the Recipient the amount determined by the Company to be the estimated fair market value therefore. In the event of a transaction pursuant to Section 6, the Recipient agrees that any shares of Common Stock or other securities or property issued as a result of any of the foregoing shall be subject to all of the provisions of this Award as if initially granted thereunder.

2 . Rights of a Shareholder. During the period before the Restricted Shares vest and as long as they are not forfeited, the Recipient shall be entitled to all rights applicable to shares of Common Stock not so restricted, except as otherwise provided in the Award, including the right to receive dividends paid on Common Stock notwithstanding that all or some of the Restricted Shares may not be Vested Restricted Shares.

3. Withholding.

(a) The Recipient must deliver to the Company, within ten (10) days after written notification from the Company as to the amount of the tax withholding that is due, either (i) cash, or (ii) a certified check payable to the Company, in the amount of all tax withholding obligations imposed on the Company by reason of the vesting of the Restricted Shares, or the making of an election pursuant to Code Section 83(b), as applicable, except as provided in Section 3(b), or (iii) by tendering a number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock on the vesting date or effective date of the 83(b) election, as applicable, is sufficient to satisfy the minimum amount of the required tax withholding obligations imposed on the Company (the "Stock Tendering Election"); provided, however, the Committee may in its sole discretion, disapprove and give no effect to the Stock Tendering Election by giving written notice to the Recipient within ten (10) days after receipt of the Stock Tendering Election, in which event the Recipient must deliver, within ten (10) days after receiving such notice, the tax withholding in the manner provided in clause (i) or (ii). If the Recipient does not make an election pursuant to Code Section 83(b) and does not timely satisfy payment of the tax withholding obligation, the Recipient will be deemed to have made an election to satisfy tax withholding in the manner provided in Section 3(b). If the Recipient makes an election pursuant to Code Section 83(b) and does not timely satisfy payment of the tax withholding obligation, the Recipient will forfeit the Restricted Shares to which such election relates.

(b) If the Recipient does not make an election pursuant to Code Section 83(b), in lieu of paying the tax withholding obligation as described in Section 3(a), Recipient may elect to have the actual number of Vested Shares reduced by the number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock on the vesting date, is sufficient to satisfy the minimum amount of the required tax obligations imposed on the Company by reason of the vesting of the Restricted Shares (the "Withholding Election"). Recipient may make a Withholding Election only if all of the following conditions are met:

(i) the Withholding Election must be made within ten (10) days after the Recipient receives written notification from the Company as to the amount of the tax withholding that is due (the "Tax Notice Date"), by executing and delivering to the Company a properly completed Notice of Withholding Election, in substantially the form of Exhibit 3 attached hereto; and

(ii) any Withholding Election made will be irrevocable; however, the Committee may, in its sole discretion, disapprove and give no effect to any Withholding Election, by giving written notice to the Recipient no later than ten (10) days after the Company's receipt of the Notice of Withholding Election, in which event the Recipient must deliver to the Company, within ten (10) days after receiving such notice, the amount of the tax withholding pursuant to Section 3(a). If the Recipient does not timely deliver the amount of the tax withholding pursuant to Section 3(a), the Recipient will forfeit the Restricted Shares to which the tax withholding requirement relates.

4. Restrictions on Transfer of Restricted Shares. Except for the transfer of any Restricted Shares by bequest or inheritance, the Recipient shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to any unvested Restricted Shares. Any such disposition not made in accordance with this Award shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Award.

5. Additional Restrictions on Transfer.

If for any reason the Restricted Share shall be represented in certificated form prior to becoming Vested Restricted Shares, the certificates evidencing the Restricted Shares shall bear a notation required under applicable securities laws or otherwise determined by the Company to be appropriate, such as:

TRANSFER IS RESTRICTED

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND FORFEITURE PROVISIONS WHICH ALSO APPLY TO THE TRANSFEREE AS SET FORTH IN A RESTRICTED STOCK AGREEMENT DATED JANUARY __, 2011, A COPY OF WHICH IS AVAILABLE FROM THE COMPANY. THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION UNDER SUCH ACT COVERING SUCH SECURITIES, (2) THE TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR (3) THE ISSUER RECEIVES AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT.

6. Change in Capitalization.

(a) The number and kind of unvested Restricted Shares shall be proportionately adjusted for nonreciprocal transactions between the Company and the holders of Common Stock that cause the per share value of the Restricted Shares to change, such as a stock dividend, stock split, spinoff, or rights offering (each an "Equity Restructuring"). No fractional shares shall be issued in making such adjustment.

(b) In the event of a merger, consolidation, extraordinary dividend, sale of substantially all of the Company's assets or other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, or other reorganization of the Company, in each case that does not result in an Equity Restructuring or a Change in Control, the Compensation Committee shall take such action to make such adjustments with respect to the unvested Restricted Shares as the Compensation Committee, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the unvested portion of the Award, substituting cash, other securities, or other property to replace the unvested portion of the Award, or removing of restrictions on unvested Restricted Shares.

(c) All determinations and adjustments made by the Compensation Committee pursuant to this Section will be final and binding on the Recipient. Any action taken by the Compensation Committee need not treat all recipients of awards under the Plan equally.

(d) The existence of the Plan and the Restricted Stock Grant shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

7 . Governing Laws. This Award shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Restricted Shares shall be issued except, in the reasonable judgment of the Compensation Committee, in compliance with exemptions under applicable state securities laws of the state in which Recipient resides, and/or any other applicable securities laws.

8 . Successors. This Award shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

9 . Notice. Except as otherwise specified herein, all notices and other communications under this Award shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

10 . Severability. In the event that any one or more of the provisions or portion thereof contained in this Award shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award, and this Award shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

11 . Entire Agreement. Subject to the terms and conditions of the Plan, this Award expresses the entire understanding and agreement of the parties with respect to the subject matter.

12. Headings and Capitalized Terms. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award. Capitalized terms used, but not defined, in this Award shall be given the meaning ascribed to them in the Plan.

13 . Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

14 . No Right to Continued Retention. Neither the establishment of the Plan nor the award of Restricted Shares hereunder shall be construed as giving Recipient the right to continued service with the Company or an Affiliate.

15. Definitions. As used in these Terms and Conditions and this Award:

“Cause” shall have the meaning set forth in the employment agreement then in effect between the Recipient and the Company, or, if there is none, then Cause shall mean the occurrence of any of the following events:

(a) willful refusal by the Recipient to follow a lawful direction of the person to whom the Recipient reports or the Board of Directors of the Company (the "Board"), provided the direction is not materially inconsistent with the duties or responsibilities of the Recipient's position with the Company, which refusal continues after the Board has again given the direction in writing;

(b) willful misconduct or reckless disregard by the Recipient of his duties or with respect to the interest or material property of the Company;

(c) intentional disclosure by the Recipient to an unauthorized person of Confidential Information or Trade Secrets, which causes material harm to the Company;

(d) any act by the Recipient of fraud against, material misappropriation from or significant dishonesty to either the Company or an Affiliate, or any other party, but in the latter case only if in the reasonable opinion of at least two-thirds of the members of the Board (excluding the Recipient), such fraud, material misappropriation, or significant dishonesty could reasonably be expected to have a material adverse impact on the Company or its Affiliates; or

(e) commission by the Recipient of a felony as reasonably determined by at least two-thirds of the members of the Board (excluding the Recipient).

"Change in Control" means any one of the following events which occurs following the Grant Date:

(a) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Company that in the aggregate represent thirty percent (30%) or more of the total voting power of the Company's then outstanding equity securities;

(b) the acquisition, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Company or any employee benefit plan of the Company or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation of equity securities of the Company, resulting in such person or persons holding equity securities of the Company that, together with equity securities already held by such person or persons, in the aggregate represent more than fifty percent (50%) of the total fair market value or total voting power of the Company's then outstanding equity securities;

(c) individuals who as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;

(d) a reorganization, merger or consolidation, with respect to which persons who were the holders of equity securities of the Company immediately prior to such reorganization, merger or consolidation, immediately thereafter, own equity securities of the surviving entity representing less than fifty percent (50%) of the combined ordinary voting power of the then outstanding voting securities of the surviving entity; or

(e) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than any corporation pursuant to a reorganization, merger or consolidation, of assets of the Company that have a total gross fair market value equal to or more than eighty-five percent (85%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred for purposes of this Award (a) unless the event also constitutes a "change in the ownership or effective control of the corporation or in the ownership of a substantial portion of the assets of the corporation" within the meaning of Code Section 409A(a)(2)(v), or (b) by reason of any actions or events in which the Recipient participates in a capacity other than in his capacity as an officer, employee, or director of the Company or an Affiliate.

"Confidential Information" means data and information relating to the Business of the Company or an Affiliate (which does not rise to the status of a Trade Secret) which is or has been disclosed to the Recipient or of which the Recipient became aware as a consequence of or through his relationship to the Company or an Affiliate and which has value to the Company or an Affiliate and is not generally known to its competitors. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Company or an Affiliate (except where such public disclosure has been made by the Recipient without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means without breach of any obligations of confidentiality owed to the Company or any of its Affiliates.

"Good Reason" shall have the meaning set forth in the employment agreement then in effect between the Recipient and the Company, or, if there is none, then Good Reason shall mean the occurrence of all of the events listed in either (a) or (b) below:

(a) (i) the Recipient experiences a material diminution of the Recipient's responsibilities of his position, as reasonably modified by the person to whom the Recipient reports or the Board from time to time, such that the Recipient would no longer have responsibilities substantially equivalent to those of other executives holding equivalent positions at companies with similar revenues and market capitalization;

(ii) the Recipient gives written notice to the Company of the facts and circumstances constituting the material diminution in responsibilities within ten (10) days following the occurrence of such material diminution;

(iii) the Company fails to remedy the material diminution in responsibilities within ten (10) days following the Recipient's written notice of the material diminution in responsibilities; and

(iv) the Recipient terminates his employment and this Agreement within thirty (30) days following the Company's failure to remedy the material diminution in responsibilities.

(b) (i) the Company requires the Recipient to relocate the Recipient's primary place of employment to a new location that is more than fifty (50) miles from its current location (determined using the most direct driving route), without the Recipient's consent;

(ii) the Recipient gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(iii) the Company fails to rescind the notice of relocation within ten (10) days following the Recipient's written notice; and

(iv) the Recipient terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

"Trade Secrets" means information including, but not limited to, technical or nontechnical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of actual or potential customers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Exhibit 1 to Restricted Stock Agreement
Vesting Schedule

A. The Restricted Shares shall become Vested Shares in accordance with the schedule below:

<u>Date</u>	<u>Percentage of Restricted Shares which are Vested Shares</u>
December 31, 2013	100%

; provided the Recipient must remain an employee, director or consultant of the Company or an Affiliate through the indicated date set forth above to vest in accordance with the schedule above.

B. Notwithstanding the foregoing, if more than sixty (60) days before a Change in Control and in the year set forth in the schedule below:

1. the Recipient ceases services as an employee, director or consultant of the Company or an Affiliate due to the Recipient's death or Disability,
2. the Recipient resigns from the Company for Good Reason, or
3. the Company terminates the Recipient's employment without Cause,

then the percentage of the Restricted Shares in the schedule set forth shall become Vested Shares if they have not been previously forfeited.

<u>Year of Termination</u>	<u>Percentage of Restricted Shares which are Vested Shares</u>
2011	33 1/3%
2012	66 2/3%
2013	100%

C. Notwithstanding the foregoing, if a Change in Control occurs on or after the Grant Date and before December 31, 2013, and within (i) sixty (60) days before a Change in Control or (ii) after a Change in Control:

1. the Recipient ceases services as an employee, director or consultant of the Company or an Affiliate due to the Recipient's death or Disability,
2. the Recipient resigns from the Company for Good Reason, or
3. the Company terminates the Recipient's employment without Cause.

then all Restricted Shares shall become Vested Shares as of the later of the date of the Change in Control or the date of termination of employment if they have not been previously forfeited.

- D. Restricted Shares which have not become Vested Shares as of the earlier of December 31, 2013 or, except as provided in Item C above, the Recipient's cessation of services as an employee, director, or consultant of the Company or an Affiliate shall be forfeited.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges on a reported basis for the periods indicated. Earnings consist of income from continuing operations plus fixed charges. Fixed charges consist of interest expense, amortization of deferred financing costs and costs related to retiring certain debt early. We have calculated the ratio of earnings to fixed charges by adding net income from continuing operations to fixed charges and dividing that sum by such fixed charges.

	Year Ended December 31,				
	2007	2008	2009	2010	2011
	(in thousands)				
Income from continuing operations before income taxes	\$ 67,591	\$ 77,619	\$ 82,111	\$ 58,436	\$ 52,606
Interest expense	44,092	39,746	39,075	90,602	86,899
Income before fixed charges	<u>\$ 111,683</u>	<u>\$ 117,365</u>	<u>\$ 121,186</u>	<u>\$ 149,038</u>	<u>\$ 139,505</u>
Capitalized interest	\$ 110	\$ 160	\$ 141	\$ 22	\$ 139
Interest expense	44,092	39,746	39,075	90,602	86,899
Total fixed charges	<u>\$ 44,202</u>	<u>\$ 39,906</u>	<u>\$ 39,216</u>	<u>\$ 90,624</u>	<u>\$ 87,038</u>
Earnings / fixed charge coverage ratio	<u>2.5x</u>	<u>2.9x</u>	<u>3.1x</u>	<u>1.6x</u>	<u>1.6x</u>

**RATIO OF EARNINGS TO
COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS**

The following table sets forth our ratio of earnings to combined fixed charges and preferred stock dividends on a reported basis for the periods indicated. Earnings consist of income from continuing operations plus fixed charges. Fixed charges consist of interest expense, amortization of deferred financing costs and costs related to retiring certain debt early. We have calculated the ratio of earnings to combined fixed charges and preferred stock dividends by adding net income from continuing operations to fixed charges and dividing that sum by such fixed charges plus preferred dividends, irrespective of whether or not such dividends were actually paid.

	Year Ended December 31,				
	2007	2008	2009	2010	2011
	(in thousands)				
Income from continuing operations before income taxes	\$ 67,591	\$ 77,619	\$ 82,111	\$ 58,436	\$ 52,606
Interest expense	44,092	39,746	39,075	90,602	86,899
Income before fixed charges	<u>\$ 111,683</u>	<u>\$ 117,365</u>	<u>\$ 121,186</u>	<u>\$ 149,038</u>	<u>\$ 139,505</u>
Capitalized interest	\$ 110	\$ 160	\$ 141	\$ 22	\$ 139
Interest expense	44,092	39,746	39,075	90,602	86,899
Preferred stock dividends	9,923	9,714	9,086	9,086	1,691
Total fixed charges and preferred dividends	<u>\$ 54,125</u>	<u>\$ 49,620</u>	<u>\$ 48,302</u>	<u>\$ 99,710</u>	<u>\$ 88,729</u>
Earnings / combined fixed charges and preferred dividends coverage ratio	<u>2.1x</u>	<u>2.4x</u>	<u>2.5x</u>	<u>1.5x</u>	<u>1.6x</u>

**LIST OF SUBSIDIARIES
OMEGA HEALTHCARE INVESTORS, INC.**

Subsidiary	Jurisdiction of Incorporation
1040 Wedding Ford Road, LLC	Arkansas
1101 Waterwell Road, LLC	Arkansas
1149 & 1151 West New Hope Road, LLC	Arkansas
115 Orendorff Avenue, LLC	Arkansas
1194 North Chester Street, LLC	Arkansas
1200 Ely Street Holdings Co. LLC	Michigan
1401 Park Avenue, LLC	Arkansas
202 Tims Avenue, LLC	Arkansas
228 Pointer Trail West, LLC	Arkansas
2425 Teller Avenue, LLC	Colorado
2701 Twin Rivers Drive, LLC	Arkansas
3600 Richards Road, LLC	Arkansas
42235 County Road Holdings Co. LLC	Michigan
48 High Point Road, LLC	Maryland
700 Mark Drive, LLC	Arkansas
900 Magnolia Road SW, LLC	Arkansas
Arizona Lessor - Infinia, Inc.	Maryland
Baldwin Health Center, Inc.	Pennsylvania
Bayside Alabama Healthcare Second, Inc.	Alabama
Bayside Arizona Healthcare Associates, Inc.	Arizona
Bayside Arizona Healthcare Second, Inc.	Arizona
Bayside Colorado Healthcare Associates, Inc.	Colorado
Bayside Colorado Healthcare Second, Inc.	Colorado
Bayside Indiana Healthcare Associates, Inc.	Indiana
Bayside Street II, Inc.	Delaware
Bayside Street, Inc.	Maryland
Canton Health Care Land, Inc.	Ohio
Carnegie Gardens LLC	Delaware
Center Healthcare Associates, Inc.	Texas
CFG 2115 Woodstock Place LLC	Delaware
Cherry Street – Skilled Nursing, Inc.	Texas
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Clearwater Highland LLC	Delaware
CHR Clearwater LLC	Delaware
CHR Deland East LLC	Delaware
CHR Deland West LLC	Delaware
CHR Fort Myers LLC	Delaware

Subsidiary	Jurisdiction of Incorporation
CHR Fort Walton Beach LLC	Delaware
CHR Gulfport LLC	Delaware
CHR Hudson LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Panama City LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Sarasota LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Abbey LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
CHR West Palm Beach LLC	Delaware
Colonial Gardens, LLC	Ohio
Colorado Lessor - Conifer, Inc.	Maryland
Copley Health Center, Inc.	Ohio
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Anchorage LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Crane LLC	Delaware

Subsidiary	Jurisdiction of Incorporation
CSE Denver Iliff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Dumas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Logansport LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware

Subsidiary	Jurisdiction of Incorporation
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Dallas – Skilled Nursing, Inc.	Texas
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Desert Lane LLC	Delaware
Dixie White House Nursing Home, Inc.	Mississippi
Dixon Health Care Center, Inc.	Ohio
Florida Lessor – Crystal Springs, Inc.	Maryland
Florida Lessor – Emerald, Inc.	Maryland
Florida Lessor – Lakeland, Inc.	Maryland
Florida Lessor – Meadowview, Inc.	Maryland
Florida Real Estate Company, LLC	Florida
Georgia Lessor - Bonterra/Parkview, Inc.	Maryland
Greenbough, LLC	Delaware

Subsidiary	Jurisdiction of Incorporation
Hanover House, Inc.	Ohio
Heritage Texarkana Healthcare Associates, Inc.	Texas
House of Hanover, Ltd	Ohio
Hutton I Land, Inc.	Ohio
Hutton II Land, Inc.	Ohio
Hutton III Land, Inc.	Ohio
Indiana Lessor – Jeffersonville, Inc.	Maryland
Indiana Lessor – Wellington Manor, Inc.	Maryland
Jefferson Clark, Inc.	Maryland
LAD I Real Estate Company, LLC	Delaware
Lake Park – Skilled Nursing, Inc.	Texas
Leatherman 90-1, Inc.	Ohio
Leatherman Partnership 89-1, Inc.	Ohio
Leatherman Partnership 89-2, Inc.	Ohio
Long Term Care – Michigan, Inc.	Michigan
Long Term Care – North Carolina, Inc.	North Carolina
Long Term Care Associates – Illinois, Inc.	Illinois
Long Term Care Associates – Indiana, Inc.	Indiana
Long Term Care Associates – Texas, Inc.	Texas
Meridian Arms Land, Inc.	Ohio
North Las Vegas LLC	Delaware
NRS Ventures, L.L.C.	Delaware
Ocean Springs Nursing Home, Inc.	Mississippi
OHI (Connecticut), Inc.	Connecticut
OHI (Florida), Inc.	Florida
OHI (Illinois), Inc.	Illinois
OHI (Indiana), Inc.	Indiana
OHI (Iowa), Inc.	Iowa
OHI (Kansas), Inc.	Kansas
OHI Acquisition Co I, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) DIP, LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN), LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MI/NC), LLC	Delaware

Subsidiary	Jurisdiction of Incorporation
OHI Asset (MO), LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH) New Philadelphia, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (PA) Trust	Maryland
OHI Asset (PA), LLC	Delaware
OHI Asset (SMS) Lender, Inc.	Maryland
OHI Asset (TX) Paris, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset Essex (OH), LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset II (PA) Trust	Maryland
OHI Asset III (PA) Trust	Maryland
OHI Asset IV (PA) Silver Lake Trust	Maryland
OHI Asset, LLC	Delaware
OHI of Texas, Inc.	Maryland
OHI Sunshine, Inc.	Florida
OHI Tennessee, Inc.	Maryland
OHIMA, Inc.	Massachusetts
Omega (Kansas), Inc.	Kansas
Omega TRS I, Inc.	Maryland
Orange Village Care Center, Inc.	Ohio
OS Leasing Company	Kentucky
Panama City Nursing Center LLC	Delaware
Parkview – Skilled Nursing, Inc.	Texas
Pavillion North Partners, Inc.	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, Inc.	Pennsylvania
Pensacola Real-Estate Holdings I, Inc.	Florida
Pensacola Real-Estate Holdings II, Inc.	Florida
Pensacola Real-Estate Holdings III, Inc.	Florida
Pensacola Real-Estate Holdings IV, Inc.	Florida
Pensacola Real-Estate Holdings V, Inc.	Florida
Pine Texarkana Healthcare Associates, Inc.	Texas
PV Realty-Clinton, LLC	Maryland

Subsidiary	Jurisdiction of Incorporation
PV Realty-Holly Hill, LLC	Maryland
PV Realty-Kensington, LLC	Maryland
PV Realty-Willow Tree, LLC	Maryland
Reunion Texarkana Healthcare Associates, Inc.	Texas
San Augustine Healthcare Associates, Inc.	Texas
Skilled Nursing – Gaston, Inc.	Indiana
Skilled Nursing – Herrin, Inc.	Illinois
Skilled Nursing – Hicksville, Inc.	Ohio
Skilled Nursing – Paris, Inc.	Illinois
Skyler Boyington, Inc.	Mississippi
Skyler Florida, Inc.	Mississippi
Skyler Maitland LLC	Delaware
Skyler Pensacola, Inc.	Florida
SLC Property Investors, LLC	Delaware
South Athens Healthcare Associates, Inc.	Texas
St. Mary's Properties, Inc.	Ohio
Sterling Acquisition Corp.	Kentucky
Sterling Acquisition Corp. II	Kentucky
Suwanee, LLC	Delaware
Texas Lessor – Stonegate GP, Inc.	Maryland
Texas Lessor – Stonegate, Limited, Inc.	Maryland
Texas Lessor – Stonegate, LP	Maryland
Texas Lessor – Treemont, Inc.	Maryland
The Suburban Pavilion, Inc.	Ohio
Washington Lessor – Silverdale, Inc.	Maryland
Waxahachie Healthcare Associates, Inc.	Texas
West Athens Healthcare Associates, Inc.	Texas
Wilcare, LLC	Ohio

* * *

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-61354) related to the 2000 Stock Incentive Plan of Omega Healthcare Investors, Inc.;
- (2) Registration Statement (Form S-8 No. 333-117656) related to the 2004 Stock Incentive Plan of Omega Healthcare Investors, Inc.;
- (3) Registration Statement (Form S-3 No. 333-162083) related to the Dividend Reinvestment and Common Stock Purchase Plan of Omega Healthcare Investors, Inc.; and
- (4) Registration Statement (Form S-3 No. 333-168088 and No. 333-164367) related to the resale of certain common stock of Omega Healthcare Investors, Inc. held by CapitalSource Healthcare LLC.

of our reports dated February 27, 2012, with respect to the consolidated financial statements and schedules of Omega Healthcare Investors, Inc. and the effectiveness of internal control over financial reporting of Omega Healthcare Investors, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2011.

/s/ Ernst & Young LLP

Baltimore, Maryland
February 27, 2012

RULE 13a-14(a)/15d-14(a) CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, C. Taylor Pickett, certify that:

1. I have reviewed this Annual Report on Form 10-K of Omega Healthcare Investors, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2012

/S/ C. TAYLOR PICKETT

C. Taylor Pickett
Chief Executive Officer

RULE 13a-14(a)/15d-14(a) CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Robert O. Stephenson, certify that:

1. I have reviewed this Annual Report on Form 10-K of Omega Healthcare Investors, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 27, 2012

/S/ ROBERT O. STEPHENSON

Robert O. Stephenson
Chief Financial Officer

**SECTION 1350 CERTIFICATION
OF THE CHIEF EXECUTIVE OFFICER**

I, C. Taylor Pickett, hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the best of my knowledge:

- (1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2011 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2012

/S/ C. TAYLOR PICKETT

C. Taylor Pickett
Chief Executive Officer

**SECTION 1350 CERTIFICATION
OF THE CHIEF FINANCIAL OFFICER**

I, Robert O. Stephenson, hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the best of my knowledge:

- (1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2011 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2012

/S/ ROBERT O. STEPHENSON

Robert O. Stephenson
Chief Financial Officer