UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **January 1, 2025**

OMEGA HEALTHCARE INVESTORS, INC.

(Exact name of registrant as specified in its charter)

Maryland	**1-11316**	**38-3041398**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

303 International Circle,
Suite 200
Hunt Valley, Maryland 21030
(Address of principal executive offices / Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

¨ Written communications pursuant to Rule 425 under the Securities Act.

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act.

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ¨

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ¨

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $.10 par value	OHI	New York Stock Exchange

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Leadership Transition

Effective January 1, 2025, the Board of Directors (the "Board") of Omega Healthcare Investors, Inc. (the "Company") appointed Matthew Gourmand, previously the Company's Senior Vice President of Corporate Strategy & Investor Relations, as President of the Company. In addition, the Board appointed Vikas Gupta, previously the Company's Senior Vice President of Acquisitions & Development, as Chief Investment Officer of the Company.

Mr. Gourmand (age 49) has served as the Company's Senior Vice President of Corporate Strategy & Investor Relations since October 2017. Prior to this, Mr. Gourmand spent 10 years as an equity portfolio manager at Millennium Partners and Stevens Capital Management. Mr. Gourmand spent three years as an equity research analyst at UBS and six years in the audit department of Deloitte where he qualified as a Chartered Accountant and a Certified Public Accountant. He earned an LLB in Law from University College, London, and holds the Chartered Financial Analyst (CFA) designation.

Mr. Gupta (age 43) has served as the Company's Senior Vice President of Acquisitions & Development since April 2015. From 2003 to July 2011, Mr. Gupta served in various roles at CapitalSource Finance, most recently as a Sr. Loan Officer/VP, where he oversaw a portfolio of healthcare assets.

In connection with these appointments, the Compensation Committee of the Board approved new employment agreements effective January 1, 2025 for each of Mr. Gourmand and Mr. Gupta (the "New Employment Agreements"). Each New Employment Agreement provides for a term through December 31, 2027 and an annual base salary of $550,000 for Mr. Gourmand and $525,000 for Mr. Gupta, effective January 1, 2025 (subject to annual review for possible increase). Each New Employment Agreement provides that the executive officer's annual bonus opportunity at the high level of performance will be set at 125% of annual base salary.

The New Employment Agreements provide for a potential amount of severance pay in the event of a termination without cause or with good reason (both, as defined in the New Employment Agreements) of (i) a multiple of two times of the sum of annual base salary and the three-year average annual bonus, and (ii) employer-paid group healthcare premiums for the executive officer and spouse and dependents for 18 months after termination of employment, or until such coverage terminates, if earlier. Both executive officers are subject to covenants regarding non-competition and non-solicitation of clients and employees post-termination of employment for a period of two years. The New Employment Agreements provide for a prorated annual bonus if the executive officer terminates employment due to death or disability.

Neither of Mr. Gourmand or Mr. Gupta have any family relationship with any director, executive officer or person chosen to become a director or executive officer of the Company, nor are there any arrangements or understandings between either of Mr. Gourmand or Mr. Gupta and any other person(s) pursuant to which they were selected to become an officer or director of the Company. There are no related party transactions between either of Mr. Gourmand or Mr. Gupta and the Company reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

The description of the New Employment Agreements contained in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the full text of each of the New Employment Agreements, respectively, which will be filed as exhibits to the Company's Quarterly Report on Form 10-Q for the first quarter of 2025.

In conjunction with these promotions, the Company and Daniel J. Booth, the Company's Chief Operating Officer, mutually agreed that Mr. Booth's employment with the Company would terminate effective January 2, 2025.

The Company and its subsidiary Omega Asset Management, LLC entered into a Transition Agreement and Release (the "Transition Agreement") as of January 1, 2025 with Mr. Booth in connection with his departure and transitioning of his responsibilities. The Transition Agreement provides that Mr. Booth will be entitled to receive the payments and benefits due in connection with a termination of employment by the Company without cause pursuant to his Employment Agreement, as amended, dated effective January 1, 2024, provided that vesting of his previously granted equity incentives shall be prorated through January 1, 2026, and he shall be entitled to certain continued benefits under his supplemental life insurance policy. In addition, pursuant to a Consulting Agreement entered into between the Company and Mr. Booth as of January 3, 2025, Mr. Booth has agreed to perform such consulting and advisory services from January 3, 2025 through January 1, 2026 as the Company may require in connection with transitioning Mr. Booth's responsibilities, in exchange for consulting fee of $10,000 per month. All separation benefits are conditioned on Mr. Booth executing a general release of claims against the Company as well as his continued compliance with all applicable post-termination employee covenants.

The descriptions of the Transition Agreement and the Consulting Agreement contained in this Current Report on Form 8-K do not purport to be complete and are qualified in their entirety by reference to the Transition Agreement and the Consulting Agreement, respectively, copies of which are filed herewith as Exhibits 10.1 and 10.2, respectively, and are incorporated in this Item 5.02 by reference.

Employment Agreement Amendments

As of January 1, 2025, the Company also entered into amendments of the employment agreements of each of the Company's other named executive officers to extend the term of their respective employment agreements by one year to December 31, 2027 and revise their annual salaries in accordance with the annual review conducted by the Compensation Committee of the Board.

Item 7.01 Regulation FD Disclosure.

On January 6, 2025, the Company issued a press release announcing the executive transitions described above. The press release, furnished as Exhibit 99.1 hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Transition Agreement and Release, dated as of January 1, 2025, between Omega Healthcare Investors, Inc., Omega Asset Management LLC and Mr. Booth.
10.2	Consulting Agreement, dated as of January 3, 2025, between Omega Healthcare Investors, Inc., Omega Asset Management LLC and Mr. Booth.
99.1	Press release issued by the Company on January 6, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OMEGA HEALTHCARE INVESTORS, INC.

Dated: January 6, 2025

By: /s/ Gail D. Makode
Gail D. Makode
Chief Legal Officer, General Counsel

Exhibit 10.1

Execution Version

TRANSITION AGREEMENT AND RELEASE

THIS TRANSITION AGREEMENT AND RELEASE (the "**Agreement**") is made effective as of the 1st day of January, 2025 (the "**Effective Date**"), except as otherwise provide herein, among Omega Healthcare Investors, Inc. ("**Parent**"), Omega Asset Management LLC (the "**Company**") and Daniel J. Booth ("**Executive**"). The Parent, the Company and the Executive, when collectively referred to, are hereinafter identified as the "**Parties**".

INTRODUCTION

Effective January 2, 2025 (the "**Transition Effective Date**"), Executive will terminate employment from the Company and its "**Affiliates**," which shall mean, for purposes of this Agreement, any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company, as determined by the Company; and the term of the Employment Agreement effective January 1, 2024 among Parent, the Company and Executive, as amended, (the "**Employment Agreement**") is hereby terminated as of January 2, 2025. In addition, effective as of January 3, 2025, Parent and Executive shall enter into a Consulting Agreement (the "**Consulting Agreement**"), substantially in the form attached as Exhibit A hereto, pursuant to which Executive shall perform business consulting and business advisory services to Parent and its Affiliates from and after January 3, 2025 through January 1, 2026. As a result of the level of services expected under the Consulting Agreement, Executive is expected to incur a "**Separation from Service**" within the meaning of Section 409A of the Internal Revenue Code on January 2, 2025. Pursuant to the Employment Agreement, Executive's termination of employment on January 2, 2025, constitutes a termination of employment by the Company without "**Cause**," as defined in the Employment Agreement, and as a result, Executive is entitled to certain payments, including prorated incentive compensation. Further, the Company recognizes that due in part to Executive's long tenure with the Company and its Affiliates, Executive has unique knowledge, experience and skills, and the Company has a unique need to engage Executive for an interim period to assist in a smooth transition of his duties and knowledge to other officers. Accordingly, the Parties desire to enter into this Agreement pursuant to which Executive will receive certain compensation as provided under the Employment Agreement and certain other prorated incentive compensation and agree to provide transitional consulting services to the Company from January 3, 2025 through January 1, 2026, in each case upon the terms set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Terms and Conditions of Engagement.

(a) Transitional Employment and Consulting Agreement. The Company and Executive agree that Executive shall remain employed by the Company through and until January 2, 2025, and Parent and Executive shall enter into the Consulting Agreement, pursuant to which Executive shall perform such business consulting and business advisory services to Parent and its Affiliates as Parent may require from time to time from and after January 3, 2025 through January 1, 2026.

2. Compensation.

The Parties hereby agree that, in consideration for Executive's promises contained herein, the Executive shall remain employed in his current role and be paid his base salary at his current rate through and until the Transition Effective Date, as well as continue participation in any Company benefit plans through and until the Transition Effective Date. Further, in consideration for Executive's promises contained herein, and provided that Executive executes this Agreement and returns it to the Company on January 1, 2025, executes and returns to the Company the Release Agreement described in Section 2(e) hereof as of January 3, 2025, and does not challenge any portion of this Agreement, including the Release Agreement, or revoke the Release Agreement within the revocation period provided therein, and provided that Executive complies with this Agreement, the Employment Agreement and Intellectual Property Agreement (as defined below), Executive shall be entitled to receive the following amounts (collectively referred to herein as the "**Transition Amounts**"), in accordance with Sections 3(b) and 3(c)(1) of the Employment Agreement, in addition to any consulting fees payable pursuant to the Consulting Agreement:

(a) Benefits. Following the Transition Effective Date, should Executive elect to receive benefits through COBRA, Executive shall be entitled to, in accordance with Section 3(c)(i)(B) of the Employment Agreement, payment of 100% of the applicable monthly COBRA premium under the Company's group health plan for the coverage elected by Executive, his spouse and his eligible dependents, continued for the lesser of eighteen (18) month or until such COBRA coverage for Executive (or his spouse or dependents) terminates, which the Company shall pay directly to its group health plan insurer on Executive's behalf, provided however, that if such payment would violate applicable law or result in liability or penalties under applicable law, the Company shall instead pay Executive a taxable amount equal to the amount of each such monthly premium, with one-half of each monthly premium being added to each of the two monthly installment payments in clause (b) below until all such required taxable amounts have been paid. In addition, the Company shall cooperate with Employee to cause Employee's supplemental life insurance policy to remain in effect following Employee's termination of employment and to cause the transfer of any and all benefits under such policy to Employee as of such time, in each case subject to the consent and requirements of the respective insurance carrier and the terms of such insurance policy, and provided that Employee assumes the full responsibility for any premiums owing under such policy following the Transition Effective Date and any tax liability associated the transfer of such policy benefits to Employee.

(b) Transition Payment. Subject to lawful deductions, the gross sum of $2,039,713, equal to two times the sum of (i) Executive's annual base salary plus (ii) an amount equal to Executive's "Average Annual Bonus" as defined in the Employment Agreement (the "**Transition Payment**"), in accordance with Section 3(c)(i)(A) of the Employment Agreement. Executive acknowledges and agrees that payment of the Transition Payment shall be made in substantially equal installments not less frequently than twice per month over the twenty-four (24) month period commencing as of the date of his Separation from Service (expected to be January 2, 2025), provided that, the first payment shall be made sixty (60) days following the date of Separation from Service (or the first business day following such 60 day period) and shall include all payments accrued from the date of Separation from Service to the date of the first payment.

(c) Equity Awards. In accordance with Section 3(b) of the Employment Agreement, any rights to, amounts due under or vesting of any unvested and outstanding equity awards made by Parent or any of its Affiliates to Executive, as specified according to the terms and conditions of such awards or grants or pursuant to any plans or documents otherwise governing such awards or grants, provided that, if Executive executes and returns the Letter Agreement attached hereto as Exhibit B to the Company along with this Agreement, complies with the Consulting Agreement and does not terminate the Consulting Agreement before January 1, 2026 and the Company does not terminate the Consulting Agreement before January 1, 2026 due to breach by Executive, the prorated vesting for such awards shall assume that Executive has provided services through January 1, 2026, reflecting the period of services to be provided by Executive pursuant to the Consulting Agreement, instead of through the date of his termination of employment by the Company without Cause. For the avoidance of doubt, the amounts of all such outstanding equity awards due to Executive hereunder are limited to the amounts specified below, but otherwise remain subject to all the terms and conditions of such equity awards:

(i) Time-Based Awards. Subject to Sections 2(e), (f) and (g), 3, 4 and 5, Executive shall vest in a total of 91,929 time-based restricted stock units and profits interest units under the Time-Based Restricted Stock Units Award Agreements and Time-Based Profits Interest Units Award Agreements issued by Parent effective January 1, 2022, January 1, 2023 and January 1, 2024, with proration of vesting occurring as if Executive had incurred a "Qualifying Termination" (as defined in such agreements) on January 1, 2026, and which vested units shall be paid when required by the terms of such agreements. The 91,929 units are comprised of 28,685 units under the January 1, 2022 award agreement, 32,429 units under the January 1, 2023 award agreement and 30,815 units under the January 1, 2024 award agreement.

(ii) Performance-Based Awards. Subject to Sections 2(e), (f) and (g), 3, 4, and 5, Executive shall vest in the same number of performance restricted stock units, LTIP units and profits interest units under the agreements below as if Executive had incurred a "Qualifying Termination" (as defined in such agreements) on January 1, 2026, which vested units shall be paid when required by the terms of such agreements. The number of vested units under each such agreement is set forth below, based on the applicable level of performance achieved (threshold, target or high), and where less than the full performance period under the agreement was served by Executive, a period served by Executive through January 1, 2026, as well as based on an assumption that a "Change in Control" (as defined in such agreements) does not occur during the applicable "Performance Period" (as defined in such agreements). If a Change in Control does occur during the applicable Performance Period, the number of vested units will be determined under the applicable agreement, as modified by this subsection.

Agreement	Performance-Based Units			% of Period
	Threshold	Target	High	Served
1/1/2022				
for 12/31/2024 Performance Period end				
-TSR-Based Performance Profit Interests Units Award Agreement	6,518	40,187	112,145	100%
-Relative TSR-Based Performance Profit Interests Units Award Agreement	6,063	38,977	116,159	100%
1/1/2023				
for 12/31/2025 Performance Period end				
-TSR-Based Performance Profit Interests Units Award Agreement	7,257	44,765	125,117	100%
-Relative TSR-Based Performance Profit Interests Units Award Agreement	7,323	47,310	142,087	100%
1/1/2024				
for 12/31/2026 Performance Period end				
-TSR-Based Performance Profit Interests Units Award Agreement	5,119	32,183	92,985	66.85%
-Relative TSR-Based Performance Profit Interests Units Award Agreement	4,740	31,071	95,548	66.85%

(d) Expenses. Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties of employment hereunder through the Transition Effective Date in accordance with the Employment Agreement.

(e) Release Contingency. The payments to Executive required by Sections 2(a) through 2(c) are contingent upon Executive executing the Release Agreement attached hereto as Exhibit C (the "**Release Agreement**") on January 3, 2025, and delivering it to the Company on January 3, 2025, and not revoking the Release Agreement in accordance with its procedures within the revocation period provided in the Release Agreement. If Executive fails to timely execute and deliver the Release Agreement or if Executive revokes the Release Agreement within the revocation period provided in the Release Agreement, this Agreement shall thereupon automatically terminate, without the requirement of any further action by any party, provided that the provisions of Sections 4 and 5 hereof shall continue to apply to Executive.

(f) Section 409(a). All payments provided for in this Agreement are intended to be exempt from Code Section 409A to the maximum extent possible, and any payments that are subject to Code Section 409A are intended to be compliant therewith, and this Agreement shall be construed consistent with such intent. For purposes of Section 409A, each the entitlement to a series of installment payments hereunder will be treated as the right to a series of separate payments to the extent not inconsistent with any other agreement to which Executive is subject. Notwithstanding any other provision hereof if the Executive is a "specified employee" within the meaning of Code Section 409A at the date of his separation from service, then if, and solely to the extent, required to avoid a tax under Code Section 409A, payments which would otherwise have been made during the first six (6) months after separation from service shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. While the Company intends that no payment under this Agreement shall be subject to tax under Code Section 409A, the Company provides no guarantee of tax consequences to Executive and Executive shall be responsible for Executive's own taxes. Notwithstanding the foregoing, if the total payments to be paid to Executive hereunder, along with any other payments to Executive, would result in Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to Executive without triggering the excise tax, but only if and to the extent that such reduction would result in Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the Parties agree that the payments provided for in Section 3(c)(i) of the Employment Agreement are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e., Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A.

(g) Incentive Recovery Policy. Pursuant to Section 8 of the Employment Agreement, Executive has agreed to be bound by the Company's Incentive Compensation Recovery Policy, as amended, and that this provision shall survive termination of the Employment Agreement and this Agreement.

3. Termination.

(a) Termination. This Agreement may be terminated only: (i) by mutual agreement of the Parties; (ii) as provided in Section 2, as a result of the failure of Executive to timely execute and deliver the Release Agreement or as a result of Executive revoking the Release Agreement; or (iii) by the Company, as a result of Executive's material breach of this Agreement or the Employment Agreement, and if the breach is determined to be curable in the reasonable judgment of the Company, only if the Company has first given Executive written notice of the breach and a reasonable opportunity to cure the same. Notice of termination shall be given prior to termination in writing and shall specify the effective date of termination. Except for earned and accrued salary and benefits and expenses under Sections 2 and 2(d), Executive shall not be entitled to any payments if this Agreement is terminated under clauses (ii) or (iii) above.

(b) Survival. The covenants of Executive in Sections 4 and 5 hereof and shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Restrictive Covenants.

Executive previously agreed pursuant to Sections 4, 5, 6 and 8 of the Employment Agreement to be subject to certain nondisclosure, cooperation, noncompetition, nonsolicitation and nondisparagement obligations, as well as the Company's Incentive Compensation Recovery Policy, as amended, and the Intellectual Property Agreement between Company and the Executive dated as of August 28, 2024 (the "**Intellectual Property Agreement**"), each of which survived his termination of employment. Executive confirms that he agrees to comply with his obligations pursuant to Sections 4, 5, 6 and 8 of the Employment Agreement and that Executive's compliance with the same shall be a condition of his receiving the amounts payable under Sections 2(a) through 2(c) hereof.

5. Remedies and Enforceability.

Executive agrees that the covenants, agreements, and representations contained in Section 4 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that (a) Executive shall forfeit any unpaid compensation under Sections 2(a) through 2(c) if Executive materially breaches a covenant in Section 4 hereof, and (b) the Company and Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by Executive of any of such covenants or agreements, in addition to other remedies available to them.

6. Notice.

All notices, requests, demands and other communications required hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed, by United States certified or registered mail, prepaid to the party to which the same is directed at the following addresses (or at such other addresses as shall be given in writing by the Parties to one another):

If to the Company:	Omega Healthcare Investors, Inc. 303 International Circle, Suite 200 Hunt Valley, MD 21030 Attn: Chief Legal Officer, General Counsel
If to Executive:	to the last address the Company has on file for Executive

Notices delivered in person shall be effective on the date of delivery. Notices delivered by mail as aforesaid shall be effective upon the fourth calendar day subsequent to the postmark date thereof.

7. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and Parent under this Agreement shall inure to the benefit of the Company's and Parent's successors and assigns. This Agreement may be assigned by the Company or Parent to any legal successor to the Company's or Parent's business or to an entity that purchases all or substantially all of the assets of the Company or Parent, but not otherwise without the prior written consent of Executive. Executive may not assign this Agreement.

(b) Waiver. The waiver of any breach of this Agreement by any party shall not be effective unless in writing, and no such waiver shall constitute the waiver of the same or another breach on a subsequent occasion.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland. The Parties agree that any appropriate state or federal court located in Baltimore, Maryland shall have jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy. The Parties consent to the jurisdiction of such courts.

(d) Entire Agreement. This Agreement embodies the entire agreement of the Parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements. The Parties agree that the term of the Employment Agreement is terminated effective January 2, 2025and that the Employment Agreement is hereby terminated effective January 2, 2025, except as to the terms which survive termination, including without limitation Sections 4 and 5 of the Employment Agreement. As of January 2, 2025, Executive resigns from all positions that he holds with Parent, the Company and the Affiliates.

(e) Amendment. This Agreement may not be modified, amended, supplemented or terminated except by a written instrument executed by the Parties hereto.

(f) Severability. Each of the covenants and agreements hereinabove contained shall be deemed separate, severable and independent covenants, and in the event that any covenant shall be declared invalid by any court of competent jurisdiction, such invalidity shall not in any manner affect or impair the validity or enforceability of any other part or provision of such covenant or of any other covenant contained herein.

(g) Captions and Section Headings. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

IN WITNESS WHEREOF, Parent, the Company and Executive have each executed and delivered this Agreement as of the date first shown above.

OMEGA HEALTHCARE INVESTORS, INC.

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

OHI ASSET MANAGEMENT LLC

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

EXECUTIVE

By: /s/ Daniel J. Booth
Daniel J. Booth

EXHIBIT A

CONSULTING AGREEMENT

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is entered to be effective as of January 3, 2025, by and between Omega Healthcare Investors, Inc. (hereinafter "**Omega**" or the "**Company**") and Daniel J. Booth (hereinafter "**Consultant**").

RECITALS

WHEREAS, until January 2, 2025, Consultant was an officer of Omega, as well as an officer and director of subsidiaries of Omega (collectively, the "**Omega Companies**");

WHEREAS, Consultant has expertise in the area of Omega's business and is willing to provide consulting services to Omega as set forth herein; and

WHEREAS, Omega is willing and desires to engage Consultant as an independent contractor, during the Term (as defined below), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Term; Termination; Rights on Termination.

(a) This Agreement will commence on January 3, 2025, and unless modified by the mutual written agreement of the parties, shall continue until January 1, 2026 (the "**Term**"). This Agreement may be terminated at any time, with or without cause, by either party with ten (10) days written notice to the other party. The effectiveness of this Agreement is contingent upon Consultant signing on January 3, 2025, and returning on January 3, 2025 that certain Release Agreement and not revoking the Release Agreement within the revocation period provided therein.

(b) In the event Omega terminates this Agreement during the Term, other than for Consultant's willful failure or gross negligence in performing the consulting services described on **Schedule A** hereof (the "**Services**"), Consultant shall receive from Omega, the monthly Consulting Fee (defined below) then in effect for whatever time period is remaining under the Term.

2. Compensation.

Consulting Fee. In consideration of the Services that may be performed by Consultant, Omega agrees to pay Consultant $10,000 per month during the Term as a retainer for Consultant's services for Services of up to twenty (20) hours per month, subject to the maximum number of hours of services to be provided as described in Section 3(b) below, with monthly payments being made on or before the last business day of the month following provision of the Services during the Term of this Agreement ("**Consulting Fee**"). Should Consultant exceed 20 hours per month in provision of the Services, the Chief Executive Officer and Consultant shall mutually agree on any additional fee payable, if any. The Company may withhold from any amounts payable with respect to this Agreement such federal, state, local and other taxes as may be required to be withheld, if any, pursuant to any applicable law or regulation. As Consultant is not an employee of any of the Omega Companies, Consultant shall not be permitted to participate in any benefit plans of any of the Omega Companies, except for any right he has to participate in group health plans pursuant to COBRA as a result of a termination of employment.

3. Terms and Scope of Services.

(a) This Agreement shall control and govern all work performed by Consultant. No subsequent variance from, amendment to or modification of this Agreement shall be binding upon the Omega Companies unless it is in writing, expressly provides that it is intended as a variance, amendment or modification and is executed by a fully authorized representative of the Omega Companies.

(b) The scope of services to be provided hereunder is set forth in "Schedule A" hereto and as further modified and amended under subsequent written agreements between the parties. It is understood that the number of hours of services to be provided hereunder per month are expected over the Term not to exceed twenty percent (20%) of the time worked by Consultant per month for the Omega Companies averaged over the thirty-six month period before the first day of the Term.

(c) All travel and out-of-pocket expenses incurred by Consultant for the benefit of the Omega Companies and in the performance of this agreement that are preapproved in advance by the Company, shall be reimbursed by the Company within ten (10) business days following presentation of valid expense receipts.

(d) All payments to Consultant hereunder will be reported on Form 1099, and Consultant agrees to accept exclusive liability for the payment of all taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, which are based on the fees and expense reimbursements paid to Consultant; and Consultant agrees to reimburse Omega for any of the aforesaid taxes or contributions which by law Omega may be required to pay because of Consultant's failure to pay the same.

(e) The level of Consultant's services under this Agreement is intended to result in a "separation from service" (as defined under Section 409A of the Internal Revenue Code) occurring on January 2, 2025. Consultant acknowledges that the Company makes no warranties as to any tax consequences regarding payment of the Consulting Fee, and Consultant shall solely be responsible for payment of his own taxes.

(f) Consultant, as an independent contractor, shall personally perform the services rendered under this Agreement and may not subcontract or delegate his duties to any other party. It is specifically understood and agreed that the manner and means of performing the services required under this Agreement shall be at the sole discretion of the Consultant through use of his independent judgment. Subject to Section 3(b), Consultant shall devote sufficient business time and efforts to the performance of services for the Company to complete the services within the time frames for completion established by the Company. Consultant shall use Consultant's best efforts in such endeavors. Consultant shall also perform Consultant's services with a level of care, skill, and diligence that a prudent professional acting in a like capacity and familiar with such matters would use.

(g) Consultant shall have no authority to bind the Omega Companies or any of its officers or employees to any agreement or to make managerial or Consultant decisions that are binding on the Omega Companies. Consultant shall not be subject to the supervision, direction or control of the Omega Companies as to the particular means or methods of performing his services. However, the Omega Companies shall retain the right to review and inspect at any time any part of the work performed by Consultant to assure compliance with appropriate standards and specifications.

(h) Upon request or when Consultant's relationship with the Company terminates, Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain proprietary or confidential information, consistent with the requirements of the Intellectual Property Agreement.

4. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof, other than any Transition and Release Agreement entered into between Consultant and Omega.

5. Amendment. This Agreement may be amended only by a writing signed by Consultant and by a duly authorized officer of Omega.

6. Remedy for Breach. Should either Consultant or Omega resort to legal proceedings to enforce this Agreement, the prevailing party in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland. The parties agree that any appropriate state or federal court located in Baltimore, Maryland shall have jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy. The parties consent to the jurisdiction of such courts.

8. Duplicate. This Agreement may be executed in duplicate originals and is not effective unless signed by both parties.

IN WITNESS WHEREOF, Omega and Consultant have executed this Agreement effective as of the date first written above.

Consultant	**Omega Healthcare Investors, Inc.**
_____	By: _____
_____	Name: _____
	Title: _____

SCHEDULE A

SCOPE OF SERVICES

Consultant shall render such transitional support services and perform such individual projects as may be requested by the Chief Executive Officer of Omega from time to time during the Term (the "Services").

It is contemplated that the Consultant may not be asked to perform any or all of the specified services above during the performance of this Agreement. At the same time, it is contemplated that the Consultant may be asked to render and perform other valued consulting services to the Company.

All services rendered and performance thereof shall be at the direction of the Chief Executive Officer of Omega.

EXHIBIT B

LETTER AGREEMENT

LETTER AGREEMENT

The undersigned, Daniel J. Booth, (the "***Limited Partner***"), OHI Healthcare Properties Limited Partnership (the "***Partnership***"), and Omega Healthcare Investors, Inc., as the Partnership's general partner ("***Omega***" or the "***General Partner***") in connection with the execution of that certain Transition and Release Agreement, by and between the General Partner, Omega Asset Management LLC and the Limited Partner, hereby agree as follows effective as of January 1, 2025 (the "***Effective Date***"). Capitalized terms used herein without definition will have the meaning assigned to them in the Second Amended and Restated Agreement of OHI Healthcare Properties Limited Partnership, dated as of April 1, 2015, as it may be amended or any successor agreement thereof (the "***Partnership Agreement***"). All "Section" references herein are references to sections of the Partnership Agreement unless otherwise specified.

Notwithstanding anything to the contrary in the Partnership Agreement, the Limited Partner agrees that with respect to the Limited Partner (and its successors and assigns) and any and all LP Units held as of the date hereof and any LP Units acquired hereafter, the last sentence of Section 8.6(a) is deleted in its entirety and replaced with the following (new language bold and double-underlined):

> The Cash Amount shall be payable to the Tendering Partner on the Specified Redemption Date; provided, however, that the Partnership shall be entitled to offset against, and deduct from, the Cash Amount that is payable to the Tendering Partner any amounts payable under or owed by the Tendering Partner pursuant to any security deposit indemnity agreement between the Tendering Partner and the Partnership or any of its Affiliates**; and provided further, that the Partnership shall be entitled, in the General Partner's sole discretion, to reduce the Cash Amount by an administrative allocation amount of up to 1% of the Cash Amount**.

For the avoidance of doubt, Section 8.6(a) as amended above shall apply to any redemption of LP Units by the Limited Partner (and its successors and assigns) after the date hereof, regardless of when any such LP Units were acquired, granted, or received.

Each party to this letter agreement represents and warrants to each other party that (i) the representing party has duly authorized the execution, delivery, and performance of this letter agreement; (ii) the terms of this letter agreement are binding upon, and enforceable against, the representing party, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity; and (iii) the execution, delivery and performance of this letter agreement by such representing party does not and will not violate any agreement or arrangement to which it is a party or by which it may be bound, or any order or decree to which such party is subject.

Where there is any inconsistency between the terms of this letter agreement, on the one hand, and the Partnership Agreement, or any other document or agreement relating to the Limited Partner's LP Units, on the other hand, the terms of this letter agreement shall prevail.

This letter agreement will be binding upon, and will inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

This letter agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one instrument.

Each of the undersigned parties hereto acknowledge and agree that this letter agreement and any subsequent amendment may be executed by electronic signature, which shall have the same legal force and effect as a handwritten signature.

IN WITNESS WHEREOF, the parties hereto have executed this letter agreement effective as of the date first written above.

PARTNERSHIP:

OHI Healthcare Properties Limited Partnership

By: Omega Healthcare Investors, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

GENERAL PARTNER:

Omega Healthcare Investors, Inc.

By _____
Name: _____
Title: _____

LIMITED PARTNER:

Name: _____

EXHIBIT C

RELEASE AGREEMENT

RELEASE AGREEMENT

This Agreement (this "**Agreement**") is made this 3rd day of January, 2025, among Omega Healthcare Investors, Inc. ("**Parent**"), OHI Asset Management LLC ("**Employer**"), and Daniel J. Booth ("**Employee**").

Introduction

On January 2, 2025, Employee ceased to be employed as an employee of the Company and an executive officer of Parent and the Company as provided in that certain Transition and Release Agreement dated January 1, 2025 (the "**Transition and Release Agreement**"). Effective January 3, 2025, Employer, Parent and Employee entered into a Consulting Agreement (the "**Consulting Agreement**").

The Transition and Release Agreement requires that as a condition to Employee's right to receive payments under Sections 2(a) through 2(c) thereunder (the "**Transition Amounts**") and as a condition to the effectiveness of the Consulting Agreement, Employee must execute this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Employee has been offered at least twenty-one (21) days from receipt of this Agreement within which to consider this Agreement, and to become effective this Agreement must be signed by Employee on (and not before or after) January 3, 2025, and returned to Employer on that same date. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement (the "**Effective Date**"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate revocation of this Agreement in writing to the Employer no later than seven (7) days following Employee's execution of this Agreement. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Transition Amounts in accordance with and subject to the requirements of the Transition and Release Agreement.

3. Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.

The release given by Employee in this Agreement is given solely in exchange for the consideration set forth in Section 2 of this Agreement and such consideration is in addition to anything of value that Employee was entitled to receive prior to entering into this Agreement.

Employee has been advised to consult an attorney prior to entering into this Agreement, and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing.

By entering into this Agreement, Employee does not waive any rights or claims that may arise after the date this Agreement is executed.

4. This Agreement shall in no way be construed as an admission by Employer or Parent that it has acted wrongfully with respect to Employee or any other person or that Employee has any rights whatsoever against Employer or Parent. Employer and Parent specifically disclaim any liability to or wrongful acts against Employee or any other person on the part of themselves, their employees or their agents.

5. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act; (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

6. The release in the preceding paragraph of this Agreement does not apply to any rights, payments or benefits after the effective date of the termination of this Agreement for (a) base salary pursuant to Section 2(a) of the Employment Agreement accrued up to the effective date of termination, (b) any rights to, amounts due under or vesting of any unvested and outstanding equity awards or grants made by Parent or any of its "Affiliates" (as defined in the Employment Agreement) to Employee, as specified according to the terms and conditions of such awards or grants or pursuant to any plans or documents otherwise governing such awards or grants, as modified by Section 2(c) of the Transition and Release Agreement, (c) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if Employer is so obligated, (d) any rights as provided under the terms of any other employee benefit and compensation agreements or plans applicable to Employee, (e) expenses required to be reimbursed pursuant to Section 2(d) of the Employment Agreement, (f) any rights Employee has under Section 2(h) of the Employment Agreement, and (g) any rights the Employee may have (if any) to workers compensation benefits.

7. Employee promises that he will not make statements disparaging to any of the Releasees other than truthful statements to any federal, state, or local governmental agencies regarding an investigation by or proceeding before such agency or a possible violation of law or regulation. Employee agrees not to make any statements about any of the Releasees to the press (including without limitation any newspaper, magazine, radio station or television station) or in any social or electronic media outlet without the prior written consent of Employer. The obligations set forth in the two immediately preceding sentences will expire two years after the Effective Date. Employee will also cooperate with Employer and its affiliates if Employer requests Employee's testimony. To the extent practicable and within the control of Employer, Employer will use reasonable efforts to schedule the timing of Employee's participation in any such witness activities in a reasonable manner to take into account Employee's then current employment, and will pay the reasonable documented out-of-pocket expenses that Employer pre-approves and that Employee incurs for travel required by Employer with respect to those activities.

8. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity. Notwithstanding any other provision hereof, Employee may disclose the existence and terms of this Agreement directly to any federal, state, or local governmental agencies to the extent Employee is communicating with such agency regarding an investigation by or proceeding before such agency or a possible violation of law or regulation, and in the event of such communication, Employee is not required to notify or seek approval or authorization from Employer of such communication.

9. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. Notwithstanding any other provision hereof, Employee is not prohibited from initiating or participating in an investigation or proceeding conducted by any federal, state, or local governmental agencies regarding a possible violation of law or regulation or, other than in connection with a charge filed with the Equal Employment Opportunity Commission, recovering a monetary award for initiating or participating in any such investigation or proceeding.

10. Employer, Parent and Employee agree that the terms of this Agreement shall be final and binding and that this Agreement shall be interpreted, enforced and governed under the laws of the State of Maryland. The provisions of this Agreement can be severed, and if any part of this Agreement is found to be unenforceable, the remainder of this Agreement will continue to be valid and effective.

11. This Agreement sets forth the entire agreement among Employer, Parent and Employee and fully supersedes any and all prior agreements or understandings, written and/or oral, between Employer and Employee pertaining to the subject matter of this Agreement.

12. Employee is solely responsible for the payment of any fees incurred as the result of an attorney reviewing this agreement on behalf of Employee. In any litigation concerning the validity or enforceability of this contract or in any litigation to enforce the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including court costs and expert witness fees and costs.

Employee's signature below indicates Employee's understanding and agreement with all of the terms in this Agreement.

Employee should take this Agreement home and carefully consider all of its provisions before signing it. Employee has been provided at least twenty-one (21) days to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired. Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

EMPLOYEE SHOULD READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS THROUGH THE EFFECTIVE DATE. EMPLOYEE IS STRONGLY ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS DOCUMENT.

IN WITNESS WHEREOF, Parent, Employer and Employee have executed this Agreement effective as of the date first written above.

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

OHI ASSET MANAGEMENT LLC

By: _____

EMPLOYEE

By: _____

_____
Date Signed

Exhibit 10.2

Execution Version

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is entered to be effective as of January 3, 2025, by and between Omega Healthcare Investors, Inc. (hereinafter "**Omega**" or the "**Company**") and Daniel J. Booth (hereinafter "**Consultant**").

RECITALS

WHEREAS, until January 2, 2025, Consultant was an officer of Omega, as well as an officer and director of subsidiaries of Omega (collectively, the "**Omega Companies**");

WHEREAS, Consultant has expertise in the area of Omega's business and is willing to provide consulting services to Omega as set forth herein; and

WHEREAS, Omega is willing and desires to engage Consultant as an independent contractor, during the Term (as defined below), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Term; Termination; Rights on Termination.

(a) This Agreement will commence on January 3, 2025, and unless modified by the mutual written agreement of the parties, shall continue until January 1, 2026 (the "**Term**"). This Agreement may be terminated at any time, with or without cause, by either party with ten (10) days written notice to the other party. The effectiveness of this Agreement is contingent upon Consultant signing on January 3, 2025, and returning on January 3, 2025 that certain Release Agreement and not revoking the Release Agreement within the revocation period provided therein.

(b) In the event Omega terminates this Agreement during the Term, other than for Consultant's willful failure or gross negligence in performing the consulting services described on **Schedule A** hereof (the "**Services**"), Consultant shall receive from Omega, the monthly Consulting Fee (defined below) then in effect for whatever time period is remaining under the Term.

2. Compensation.

Consulting Fee. In consideration of the Services that may be performed by Consultant, Omega agrees to pay Consultant $10,000 per month during the Term as a retainer for Consultant's services for Services of up to twenty (20) hours per month, subject to the maximum number of hours of services to be provided as described in Section 3(b) below, with monthly payments being made on or before the last business day of the month following provision of the Services during the Term of this Agreement ("**Consulting Fee**"). Should Consultant exceed 20 hours per month in provision of the Services, the Chief Executive Officer and Consultant shall mutually agree on any additional fee payable, if any. The Company may withhold from any amounts payable with respect to this Agreement such federal, state, local and other taxes as may be required to be withheld, if any, pursuant to any applicable law or regulation. As Consultant is not an employee of any of the Omega Companies, Consultant shall not be permitted to participate in any benefit plans of any of the Omega Companies, except for any right he has to participate in group health plans pursuant to COBRA as a result of a termination of employment.

3. Terms and Scope of Services.

(a) This Agreement shall control and govern all work performed by Consultant. No subsequent variance from, amendment to or modification of this Agreement shall be binding upon the Omega Companies unless it is in writing, expressly provides that it is intended as a variance, amendment or modification and is executed by a fully authorized representative of the Omega Companies.

(b) The scope of services to be provided hereunder is set forth in "Schedule A" hereto and as further modified and amended under subsequent written agreements between the parties. It is understood that the number of hours of services to be provided hereunder per month are expected over the Term not to exceed twenty percent (20%) of the time worked by Consultant per month for the Omega Companies averaged over the thirty-six month period before the first day of the Term.

(c) All travel and out-of-pocket expenses incurred by Consultant for the benefit of the Omega Companies and in the performance of this agreement that are preapproved in advance by the Company, shall be reimbursed by the Company within ten (10) business days following presentation of valid expense receipts.

(d) All payments to Consultant hereunder will be reported on Form 1099, and Consultant agrees to accept exclusive liability for the payment of all taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, which are based on the fees and expense reimbursements paid to Consultant; and Consultant agrees to reimburse Omega for any of the aforesaid taxes or contributions which by law Omega may be required to pay because of Consultant's failure to pay the same.

(e) The level of Consultant's services under this Agreement is intended to result in a "separation from service" (as defined under Section 409A of the Internal Revenue Code) occurring on January 2, 2025. Consultant acknowledges that the Company makes no warranties as to any tax consequences regarding payment of the Consulting Fee, and Consultant shall solely be responsible for payment of his own taxes.

(f) Consultant, as an independent contractor, shall personally perform the services rendered under this Agreement and may not subcontract or delegate his duties to any other party. It is specifically understood and agreed that the manner and means of performing the services required under this Agreement shall be at the sole discretion of the Consultant through use of his independent judgment. Subject to Section 3(b), Consultant shall devote sufficient business time and efforts to the performance of services for the Company to complete the services within the time frames for completion established by the Company. Consultant shall use Consultant's best efforts in such endeavors. Consultant shall also perform Consultant's services with a level of care, skill, and diligence that a prudent professional acting in a like capacity and familiar with such matters would use.

(g) Consultant shall have no authority to bind the Omega Companies or any of its officers or employees to any agreement or to make managerial or Consultant decisions that are binding on the Omega Companies. Consultant shall not be subject to the supervision, direction or control of the Omega Companies as to the particular means or methods of performing his services. However, the Omega Companies shall retain the right to review and inspect at any time any part of the work performed by Consultant to assure compliance with appropriate standards and specifications.

(h) Upon request or when Consultant's relationship with the Company terminates, Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain proprietary or confidential information, consistent with the requirements of the Intellectual Property Agreement.

4. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof, other than any Transition and Release Agreement entered into between Consultant and Omega.

5. Amendment. This Agreement may be amended only by a writing signed by Consultant and by a duly authorized officer of Omega.

6. Remedy for Breach. Should either Consultant or Omega resort to legal proceedings to enforce this Agreement, the prevailing party in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland. The parties agree that any appropriate state or federal court located in Baltimore, Maryland shall have jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy. The parties consent to the jurisdiction of such courts.

8. Duplicate. This Agreement may be executed in duplicate originals and is not effective unless signed by both parties.

IN WITNESS WHEREOF, Omega and Consultant have executed this Agreement effective as of the date first written above.

Consultant	**Omega Healthcare Investors, Inc.**
/s/ Daniel J. Booth	By: /s/ C. Taylor Pickett
Name: Daniel J. Booth	Name: C. Taylor Pickett
	Title: Chief Executive Officer

SCHEDULE A

SCOPE OF SERVICES

Consultant shall render such transitional support services and perform such individual projects as may be requested by the Chief Executive Officer of Omega from time to time during the Term (the "Services").

It is contemplated that the Consultant may not be asked to perform any or all of the specified services above during the performance of this Agreement. At the same time, it is contemplated that the Consultant may be asked to render and perform other valued consulting services to the Company.

All services rendered and performance thereof shall be at the direction of the Chief Executive Officer of Omega.

Exhibit 99.1

303 International Circle
Suite 200
Hunt Valley, MD 21030

P: 410.427.1700
F: 410.427.8800

PRESS RELEASE – FOR IMMEDIATE RELEASE

OMEGA ANNOUNCES KEY LEADERSHIP CHANGES

HUNT VALLEY, MARYLAND – January 6, 2025 – Omega Healthcare Investors, Inc. (NYSE:OHI) (the "Company" or "Omega") today announced key leadership changes. Matthew Gourmand, previously Senior Vice President, Corporate Strategy & Investor Relations, has been appointed President, and Vikas Gupta, previously Senior Vice President, Acquisitions & Development, has been appointed Chief Investment Officer. Separately, after 23 years as Chief Operating Officer, Dan Booth has stepped down from his position and is expected to remain in a consulting role for a period of 12 months.

Taylor Pickett, Omega's Chief Executive Officer, stated, "The Company has been fortunate to enjoy a stable executive team for many years, while augmenting the long-standing team with the next generation of leaders. The announcement today marks the next stage of the Company's long-term and continuous succession planning process." Mr. Pickett continued, "Having worked with Matthew and Vikas since they joined the team, I believe their significant industry experience, strong business acumen, and exceptional work ethic will help drive the next stage of growth at the company." Mr. Pickett concluded, "Dan Booth has been an integral member of the Omega team for over 23 years. His contributions to our success have been extensive, and, on behalf of the entire Company, I want to thank Dan for the critical role he has played in shaping Omega."

* * * * * *

Omega is a real estate investment trust that invests in the long-term healthcare industry, primarily in skilled nursing and assisted living facilities. Its portfolio of assets is operated by a diverse group of healthcare companies, predominantly in a triple-net lease structure. The assets span all regions within the US, as well as in the UK. More information on Omega is available at www.omegahealthcare.com.

FOR FURTHER INFORMATION, CONTACT
Andrew Dorsey, VP, Corporate Strategy & Investor Relations, or
David Griffin, Director, Corporate Strategy & Investor Relations, at (410) 427-1705