
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): December 19, 2017

OMEGA HEALTHCARE INVESTORS, INC.
(Exact name of registrant as specified in charter)

Maryland
(State of incorporation)

1-11316
(Commission File Number)

38-3041398
(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.

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

Employment Agreement Amendments

On December 19, 2017, the Compensation Committee of the Board of Directors (the “**Compensation Committee**”) of Omega Healthcare Investors, Inc., a Maryland corporation (the “**Company**” or “**Omega**”), approved amendments to extend by one year, until December 31, 2020, the terms of the existing employment agreements generally effective March 31, 2015, or April 1, 2015 in the case of Steven Insoft, as such agreements were amended effective March 17, 2016 and January 9, 2017 (collectively, the “**Employment Agreement Amendments**”) with each of Taylor Pickett, Daniel Booth, Steven Insoft, Robert Stephenson, and Michael Ritz (collectively, the “**Executive Officers**”).

Annual Base Salary. Each Employment Agreement Amendment specifies the current annual base salary for the Executive Officers, effective January 1, 2018, which is as follows:

Name	Annual Base Salary
Taylor Pickett	\$ 780,300
Daniel Booth	\$ 504,600
Steven Insoft	\$ 494,200
Robert Stephenson	\$ 483,800
Michael Ritz	\$ 332,900

The foregoing description is qualified in its entirety by reference to the form of Employment Agreement Amendment, which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
<u>10.1</u>	<u>Form of 2018 Employment Agreement Amendments.</u>

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.
(Registrant)

Dated: December 22, 2017

By: /s/ Robert O. Stephenson

Robert O. Stephenson

Chief Financial Officer, Treasurer and Assistant Secretary

Exhibit Index

Exhibit No.	Description of Exhibit
10.1	Form of 2018 Employment Agreement Amendments.

**THIRD AMENDMENT
TO EMPLOYMENT AGREEMENT**

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (the "**Amendment**") is made December 19, 2017, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and _____ (the "**Executive**").

INTRODUCTION

The Company, the Parent and the Executive are parties to an employment agreement (the "**Employment Agreement**") generally effective as of _____, 2015, amended effective March 17, 2016 and again amended effective January 9, 2017. The parties now desire to further amend the Employment Agreement to extend the term of the Employment Agreement by one year to December 31, 2020 (subject to earlier termination as provided in the Employment Agreement), update the annual base salary payable to the Executive, and update the definition of "Competing Business" to delete Capital Care Properties, Inc., which was acquired by Sabra Health Care REIT, Inc. in August 2017 and is no longer a publicly traded company.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Employment Agreement is amended, effective as of the date first set forth above, as follows:

1. By substituting the following for the first sentence of Section 2(a):

"The Company shall pay the Executive base salary of \$_____ per annum effective January 1, 2018, which base salary will be subject to review effective as of January 1, 2019, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases."

2. By substituting in the first sentence of Section 2(b)(ii) the year "2018" for the year "2017".

3. By substituting in the second sentence of Section 2(b)(iii), in Section 3(a), in Section 3(c)(ii) and in Section 5(f) the year "2020" for the year "2019" wherever it appears.

4. By substituting the following for Section 9(f):

"(f) '**Competing Business**' means the entities listed below and any person, firm, corporation, joint venture, or other business that is engaged in the Business of the Company:

- (i) CareTrust REIT, Inc.,
- (ii) Communities Healthcare Trust Incorporated,
- (iii) Formation Capital, LLC,

- (iv) HCP, Inc.,
- (v) Healthcare Realty Trust Incorporated,
- (vi) Healthcare Trust of America, Inc.,
- (vii) LTC Properties, Inc.,
- (viii) MedEquities Realty Trust, Inc.,
- (ix) Medical Properties Trust, Inc.,
- (x) National Health Investors, Inc.,
- (xi) New Senior Investment Group Inc.,
- (xii) Northstar Realty Finance Corp.,
- (xiii) Physicians Realty Trust,
- (xiv) Quality Care Properties, Inc.,
- (xv) Sabra Health Care REIT, Inc.,
- (xvi) Senior Housing Properties Trust,
- (xvii) Ventas, Inc., and
- (xviii) Welltower Inc.”

In all remaining respects, the terms of the Employment Agreement shall remain in full force and effect as prior to this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

By: _____

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

THE EXECUTIVE:
