
**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 14, 2018

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

Maryland (Omega Healthcare Investors, Inc.)	1-11316 (Omega Healthcare Investors, Inc.)	38-3041398 (Omega Healthcare Investors, Inc.)
Delaware (OHI Healthcare Properties Limited Partnership) (State of incorporation or organization)	33-203447-11 (OHI Healthcare Properties Limited Partnership) (Commission File Number)	36-4796206 (OHI Healthcare Properties Limited Partnership) (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 14, 2018, 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, 2021, the terms of the existing employment agreements as amended to date (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, 2019, which is as follows:

Name	Annual Base Salary
Taylor Pickett	\$ 799,800
Daniel Booth	\$ 517,200
Steven Insoft	\$ 506,600
Robert Stephenson	\$ 495,900
Michael Ritz	\$ 341,200

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>
10.1	Form of Employment Agreement Amendments effective January 1, 2019.

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 20, 2018

By: /s/ Robert O. Stephenson

Robert O. Stephenson

Chief Financial Officer

Exhibit Index

Exhibit No.

Description of Exhibit

[10.1](#)

[Form of Employment Agreement Amendments effective January 1, 2019.](#)

**FOURTH AMENDMENT
TO EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT (the "**Amendment**") is made December 14, 2018, 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 March 31, 2015, amended effective March 17, 2016, January 9, 2017 and December 19, 2017. The parties now desire to further amend the Employment Agreement to, among other things, update the annual base salary payable to the Executive, extend the term of the Employment Agreement by one year to December 31, 2021 (subject to earlier termination as provided in the Employment Agreement), update the definition of "Competing Business" to delete Northstar Realty Finance Corp. and Quality Care Properties, Inc. and to add Colony Capital, Inc., Global Medical REIT, Inc. and Universal Health Realty Income Trust, and update the definition of the "Area" to delete Hawaii and Utah.

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, 2019, which base salary will be subject to review effective as of January 1, 2020, 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 "2019" for the year "2018".
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 "2021" for the year "2020" 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) Colony Capital, Inc.,
- (iii) Communities Healthcare Trust Incorporated,
- (iv) Formation Capital, LLC,
- (v) Global Medical REIT, Inc.,
- (vi) HCP, Inc.,
- (vii) Healthcare Realty Trust Incorporated,
- (viii) Healthcare Trust of America, Inc.,
- (ix) LTC Properties, Inc.,
- (x) MedEquities Realty Trust, Inc.,
- (xi) Medical Properties Trust, Inc.,
- (xii) National Health Investors, Inc.,
- (xiii) New Senior Investment Group Inc.,
- (xiv) Physicians Realty Trust,
- (xv) Sabra Health Care REIT, Inc.,
- (xvi) Senior Housing Properties Trust,
- (xvii) Universal Health Realty Income Trust,
- (xviii) Ventas, Inc., and
- (xix) Welltower Inc.”

5. By substituting the attached Exhibit B for the existing Exhibit B.

6. By adding the following Section 10 to the Employment Agreement:

“10. **Intellectual Property Agreement.**

Notwithstanding any other provision of this Agreement, as a condition to the effectiveness of the Fourth Amendment to the Employment Agreement, the Executive shall sign, return and be subject to the Intellectual Property Agreement, appended hereto as Exhibit D, as of the date of the Fourth Amendment to the Employment Agreement. The Intellectual Property Agreement shall be in full and effect and shall be in addition to, but shall not supersede, the Executive’s pre-existing obligations under the Agreement.”

7. By adding the following Section 11 to the Employment Agreement:

“11. **Clawback.**

Notwithstanding any other provision in this Agreement or any other plan, program, award or other agreement to the contrary, any incentive-based compensation (including without limitation, Bonuses pursuant to Section 2(b) and long-term incentive compensation pursuant to Section 2(c)), or any other compensation, payable or paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to (a) recovery under any law, government regulation, or stock exchange listing requirement, shall be subject to such deductions, recovery or recoupment as may be required pursuant to such law, regulation, or listing requirement, and (b) any policy (whether in existence as of the Effective Date or later adopted) established by the Company providing for deductions, recovery or recoupment of amounts that are payable or were paid to the Executive, shall be subject to such deductions, recovery or recoupment as may be required pursuant to such policy. This Section does not supersede, but is in addition to, any provisions in any plan, program, award or other agreement providing for deductions, recovery or recoupment of incentive-based or other compensation, and in the event of a conflict between this Section and any other such document, whichever provision has a stricter effect upon the Executive shall apply.”

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company, the Parent and the Executive have each executed and delivered this Fourth 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:

EXHIBIT B

STATES, AREAS AND COUNTRIES

Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Florida
Georgia
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Mexico
New York
North Carolina
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
Tennessee
Texas
Vermont
Virginia
Washington
West Virginia
Wisconsin

England

EXHIBIT D

INTELLECTUAL PROPERTY AGREEMENT
