

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

FORM S-4

REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

OMEGA HEALTHCARE INVESTORS, INC.
AND THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE A
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of incorporation
or organization)

6798
(Primary Standard Industrial Classification
Code Number)

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

**200 International Circle, Suite 3500
Hunt Valley, Maryland 21030
(410) 427-1700**
(Address, including zip code, and telephone number, including area
code, of registrant's principal executive offices)

**C. Taylor Pickett
Chief Executive Officer
Omega Healthcare Investors, Inc.
200 International Circle, Suite 3500
Hunt Valley, Maryland 21030
(410) 427-1700**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of communications to:

**Eliot W. Robinson
Terrence A. Childers
Bryan Cave LLP
One Atlantic Center, Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
(404) 572-6600**

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e04(i) (Cross-Border Issuer Tender Offer)
Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer)

CALCULATION OF REGISTRATION FEE

| Title of each class of securities to be registered | Amount to be registered | Proposed maximum offering price per unit(1) | Proposed maximum offering price(1) | Amount of registration fee |
|---|--------------------------------|--|---|-----------------------------------|
| 4.950% Senior Notes due 2024 | \$ 400,000,000 | 100% | \$ 400,000,000 | \$ 51,520 |
| Guarantees of the 4.950% Senior Notes due 2024 | \$ 400,000,000 | -- | -- | --(2) |

- (1) The registration fee has been calculated in accordance with Rule 457 under the Securities Act. The proposed maximum offering price is estimated solely for the purpose of calculating the registration fee.
- (2) Pursuant to Rule 457(n) of the Securities Act, no additional registration fee is being paid for the guarantees. The guarantees are not traded separately.

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The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Schedule A

Subsidiary Guarantors

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|---|---|--|---|
| 1200 Ely Street Holdings Co. LLC | Michigan | 6798 | 26-3524594 |
| 13922 Cerise Avenue, LLC | California | 6798 | 71-0976970 |
| 2425 Teller Avenue, LLC | Colorado | 6798 | 20-5672217 |
| 245 East Wilshire Avenue, LLC | California | 6798 | 90-0266386 |
| 3806 Clayton Road, LLC | California | 6798 | 90-0266403 |
| 42235 County Road Holdings Co. LLC | Michigan | 6798 | 83-0500167 |
| 48 High Point Road, LLC | Maryland | 6798 | 27-2498824 |
| 523 Hayes Lane, LLC | California | 6798 | 45-1777721 |
| 637 East Romie Lane, LLC | California | 6798 | 90-0266404 |
| Arizona Lessor - Infinia, Inc. | Maryland | 6798 | 32-0008074 |
| Bayside Colorado Healthcare Associates, Inc. | Colorado | 6798 | 38-3517837 |
| Bayside Street II, Inc. | Delaware | 6798 | 38-3519969 |
| Bayside Street, Inc. | Maryland | 6798 | 38-3160026 |
| Canton Health Care Land, Inc. | Ohio | 6798 | 20-1914579 |
| Carnegie Gardens LLC | Delaware | 6798 | 20-2442381 |
| CFG 2115 Woodstock Place LLC | Delaware | 6798 | 26-1123970 |
| Colonial Gardens, LLC | Ohio | 6798 | 26-0110549 |
| Colorado Lessor - Conifer, Inc. | Maryland | 6798 | 32-0008069 |
| CSE Albany LLC | Delaware | 6798 | 20-5885886 |
| CSE Amarillo LLC | Delaware | 6798 | 20-5862752 |
| CSE Arden L.P. | Delaware | 6798 | 20-5888680 |
| CSE Augusta LLC | Delaware | 6798 | 20-5885921 |
| CSE Bedford LLC | Delaware | 6798 | 20-5886082 |
| CSE Blountville LLC | Delaware | 6798 | 20-8295288 |
| CSE Bolivar LLC | Delaware | 6798 | 20-8295024 |
| CSE Cambridge LLC | Delaware | 6798 | 20-5886976 |
| CSE Cambridge Realty LLC | Delaware | 6798 | 20-5959318 |
| CSE Camden LLC | Delaware | 6798 | 20-8295066 |
| CSE Canton LLC | Delaware | 6798 | 20-5887312 |
| CSE Casablanca Holdings II LLC | Delaware | 6798 | 26-0595183 |
| CSE Casablanca Holdings LLC | Delaware | 6798 | 20-8724466 |
| CSE Cedar Rapids LLC | Delaware | 6798 | 20-5884941 |
| CSE Centennial Village | Delaware | 6798 | 20-6974959 |
| CSE Chelmsford LLC | Delaware | 6798 | 20-5920451 |
| CSE Chesterton LLC | Delaware | 6798 | 20-5885195 |
| CSE Claremont LLC | Delaware | 6798 | 20-5883891 |
| CSE Corpus North LLC | Delaware | 6798 | 20-5186415 |
| CSE Denver IIff LLC | Delaware | 6798 | 20-8037772 |
| CSE Denver LLC | Delaware | 6798 | 20-5884311 |
| CSE Douglas LLC | Delaware | 6798 | 20-5883761 |
| CSE Elkton LLC | Delaware | 6798 | 20-5887006 |
| CSE Elkton Realty LLC | Delaware | 6798 | 20-5959253 |
| CSE Fairhaven LLC | Delaware | 6798 | 20-8281491 |
| CSE Fort Wayne LLC | Delaware | 6798 | 20-5885125 |
| CSE Frankston LLC | Delaware | 6798 | 20-5862947 |
| CSE Georgetown LLC | Delaware | 6798 | 20-5886126 |
| CSE Green Bay LLC | Delaware | 6798 | 20-5888029 |
| CSE Hilliard LLC | Delaware | 6798 | 20-5887347 |
| CSE Huntingdon LLC | Delaware | 6798 | 20-8295191 |
| CSE Huntsville LLC | Delaware | 6798 | 20-5887764 |
| CSE Indianapolis-Continental LLC | Delaware | 6798 | 20-5885046 |
| CSE Indianapolis-Greenbriar LLC | Delaware | 6798 | 20-5885096 |
| CSE Jacinto City LLC | Delaware | 6798 | 20-5186519 |

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|---|---|--|---|
| CSE Jefferson City LLC | Delaware | 6798 | 20-8295101 |
| CSE Jeffersonville-Hillcrest Center LLC | Delaware | 6798 | 20-5885261 |
| CSE Jeffersonville-Jennings House LLC | Delaware | 6798 | 20-5885346 |
| CSE Kerrville LLC | Delaware | 6798 | 20-8684872 |
| CSE King L.P. | Delaware | 6798 | 20-5888725 |
| CSE Kingsport LLC | Delaware | 6798 | 20-5887736 |
| CSE Knightdale L.P. | Delaware | 6798 | 20-5888653 |
| CSE Lake City LLC | Delaware | 6798 | 20-5863259 |
| CSE Lake Worth LLC | Delaware | 6798 | 20-5863173 |
| CSE Lakewood LLC | Delaware | 6798 | 20-5884352 |
| CSE Las Vegas LLC | Delaware | 6798 | 20-5887216 |
| CSE Lawrenceburg LLC | Delaware | 6798 | 20-5887802 |
| CSE Lenoir L.P. | Delaware | 6798 | 20-5888528 |
| CSE Lexington Park LLC | Delaware | 6798 | 20-5886951 |
| CSE Lexington Park Realty LLC | Delaware | 6798 | 20-5959280 |
| CSE Ligonier LLC | Delaware | 6798 | 20-5885484 |
| CSE Live Oak LLC | Delaware | 6798 | 20-5863086 |
| CSE Lowell LLC | Delaware | 6798 | 20-5885381 |
| CSE Marianna Holdings LLC | Delaware | 6798 | 20-1411422 |
| CSE Memphis LLC | Delaware | 6798 | 20-8295130 |
| CSE Mobile LLC | Delaware | 6798 | 20-5883572 |
| CSE Moore LLC | Delaware | 6798 | 20-5887574 |
| CSE North Carolina Holdings I LLC | Delaware | 6798 | 20-5888397 |
| CSE North Carolina Holdings II LLC | Delaware | 6798 | 20-5888430 |
| CSE Omro LLC | Delaware | 6798 | 20-5887998 |
| CSE Orange Park LLC | Delaware | 6798 | 20-5863371 |
| CSE Orlando-Pinar Terrace Manor LLC | Delaware | 6798 | 20-5863043 |
| CSE Orlando-Terra Vista Rehab LLC | Delaware | 6798 | 20-5863223 |
| CSE Pennsylvania Holdings | Delaware | 6798 | 20-6974946 |
| CSE Piggott LLC | Delaware | 6798 | 20-5883659 |
| CSE Pilot Point LLC | Delaware | 6798 | 20-5862827 |
| CSE Pine View LLC | Delaware | 6798 | 20-5398686 |
| CSE Ponca City LLC | Delaware | 6798 | 20-5887495 |
| CSE Port St. Lucie LLC | Delaware | 6798 | 20-5863294 |
| CSE Richmond LLC | Delaware | 6798 | 20-5885427 |
| CSE Ripley LLC | Delaware | 6798 | 20-8295238 |
| CSE Ripon LLC | Delaware | 6798 | 26-0480886 |
| CSE Safford LLC | Delaware | 6798 | 20-5883807 |
| CSE Salina LLC | Delaware | 6798 | 20-5885669 |
| CSE Seminole LLC | Delaware | 6798 | 20-5887615 |
| CSE Shawnee LLC | Delaware | 6798 | 20-5887524 |
| CSE Spring Branch LLC | Delaware | 6798 | 20-5186484 |
| CSE Stillwater LLC | Delaware | 6798 | 20-5887548 |
| CSE Taylorsville LLC | Delaware | 6798 | 20-5886196 |
| CSE Texarkana LLC | Delaware | 6798 | 20-5862880 |
| CSE Texas City LLC | Delaware | 6798 | 20-5862791 |
| CSE The Village LLC | Delaware | 6798 | 20-5186550 |
| CSE Upland LLC | Delaware | 6798 | 20-5891148 |
| CSE Walnut Cove L.P. | Delaware | 6798 | 20-5888502 |
| CSE West Point LLC | Delaware | 6798 | 20-5887119 |
| CSE Whitehouse LLC | Delaware | 6798 | 20-8294979 |
| CSE Williamsport LLC | Delaware | 6798 | 26-0480953 |
| CSE Winter Haven LLC | Delaware | 6798 | 20-5863327 |
| CSE Woodfin L.P. | Delaware | 6798 | 20-5888619 |
| CSE Yorktown LLC | Delaware | 6798 | 20-5885163 |
| Delta Investors I, LLC | Maryland | 6798 | 54-2112455 |
| Delta Investors II, LLC | Maryland | 6798 | 54-2112456 |

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|---|---|--|---|
| Desert Lane LLC | Delaware | 6798 | 20-3098022 |
| Dixie White House Nursing Home, Inc. | Mississippi | 6798 | 59-3738671 |
| Dixon Health Care Center, Inc. | Ohio | 6798 | 34-1509772 |
| Encanto Senior Care, LLC | Arizona | 6798 | 20-1669755 |
| Florida Lessor – Meadowview, Inc. | Maryland | 6798 | 56-2398721 |
| Florida Real Estate Company, LLC | Florida | 6798 | 20-1458431 |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland | 6798 | 16-1650494 |
| Greenbough, LLC | Delaware | 6798 | 27-0258266 |
| Hutton I Land, Inc. | Ohio | 6798 | 20-1914403 |
| Hutton II Land, Inc. | Ohio | 6798 | 20-1914470 |
| Hutton III Land, Inc. | Ohio | 6798 | 20-1914529 |
| Indiana Lessor – Wellington Manor, Inc. | Maryland | 6798 | 32-0008064 |
| LAD I Real Estate Company, LLC | Delaware | 6798 | 20-1454154 |
| Leatherman 90-1, Inc. | Ohio | 6798 | 20-1914625 |
| Leatherman Partnership 89-1, Inc. | Ohio | 6798 | 34-1656489 |
| Leatherman Partnership 89-2, Inc. | Ohio | 6798 | 34-1656491 |
| Meridian Arms Land, Inc. | Ohio | 6798 | 20-1914864 |
| North Las Vegas LLC | Delaware | 6798 | 20-3098036 |
| NRS Ventures, L.L.C. | Delaware | 6798 | 38-4236118 |
| Ocean Springs Nursing Home, Inc. | Mississippi | 6798 | 58-2635823 |
| OHI (Connecticut), Inc. | Connecticut | 6798 | 06-1552120 |
| OHI (Illinois), Inc. | Illinois | 6798 | 37-1332375 |
| OHI (Indiana), Inc. | Indiana | 6798 | 38-3568359 |
| OHI (Iowa), Inc. | Iowa | 6798 | 38-3377918 |
| OHI Asset (AR) Ash Flat, LLC | Delaware | 6798 | 46-3670959 |
| OHI Asset (AR) Camden, LLC | Delaware | 6798 | 46-3672608 |
| OHI Asset (AR) Conway, LLC | Delaware | 6798 | 61-1721332 |
| OHI Asset (AR) Des Arc, LLC | Delaware | 6798 | 46-3691025 |
| OHI Asset (AR) Hot Springs, LLC | Delaware | 6798 | 80-0951655 |
| OHI Asset (AR) Malvern, LLC | Delaware | 6798 | 46-3719491 |
| OHI Asset (AR) Mena, LLC | Delaware | 6798 | 38-3915930 |
| OHI Asset (AR) Pocahontas, LLC | Delaware | 6798 | 46-3728913 |
| OHI Asset (AR) Sheridan, LLC | Delaware | 6798 | 46-3739623 |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware | 6798 | 46-3751920 |
| OHI Asset (AZ) Austin House, LLC | Delaware | 6798 | 46-4385050 |
| OHI Asset (CA), LLC | Delaware | 6798 | 04-3759925 |
| OHI Asset (CO), LLC | Delaware | 6798 | 84-1706510 |
| OHI Asset (CT) Lender, LLC | Delaware | 6798 | 75-3205111 |
| OHI Asset (FL) Lake Placid, LLC | Delaware | 6798 | 46-3827043 |
| OHI Asset (FL) Lender, LLC | Delaware | 6798 | 27-4450390 |
| OHI Asset (FL), LLC | Delaware | 6798 | 13-4225158 |
| OHI Asset (GA) Macon, LLC | Delaware | 6798 | 47-1027224 |
| OHI Asset (GA) Moultrie, LLC | Delaware | 6798 | 46-4254981 |
| OHI Asset (GA) Snellville, LLC | Delaware | 6798 | 46-4259685 |
| OHI Asset (ID) Holly, LLC | Delaware | 6798 | 46-4268973 |
| OHI Asset (ID) Midland, LLC | Delaware | 6798 | 46-4279515 |
| OHI Asset (ID), LLC | Delaware | 6798 | 04-3759931 |
| OHI Asset (IL), LLC | Delaware | 6798 | 14-1951802 |
| OHI Asset (IN) American Village, LLC | Delaware | 6798 | 46-0985915 |
| OHI Asset (IN) Anderson, LLC | Delaware | 6798 | 46-0989235 |
| OHI Asset (IN) Beech Grove, LLC | Delaware | 6798 | 46-1000956 |
| OHI Asset (IN) Clarksville, LLC | Delaware | 6798 | 46-1011127 |
| OHI Asset (IN) Clinton, LLC | Delaware | 6798 | 46-4095764 |
| OHI Asset (IN) Connersville, LLC | Delaware | 6798 | 46-4289202 |
| OHI Asset (IN) Crown Point, LLC | Delaware | 6798 | 46-1738072 |
| OHI Asset (IN) Eagle Valley, LLC | Delaware | 6798 | 46-1021612 |
| OHI Asset (IN) Elkhart, LLC | Delaware | 6798 | 46-1035197 |

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|---|---|--|---|
| OHI Asset (IN) Forest Creek, LLC | Delaware | 6798 | 46-1040435 |
| OHI Asset (IN) Fort Wayne, LLC | Delaware | 6798 | 46-1050897 |
| OHI Asset (IN) Franklin, LLC | Delaware | 6798 | 46-1062818 |
| OHI Asset (IN) Greensburg, LLC | Delaware | 6798 | 38-3879137 |
| OHI Asset (IN) Indianapolis, LLC | Delaware | 6798 | 36-4736441 |
| OHI Asset (IN) Jasper, LLC | Delaware | 6798 | 46-4100999 |
| OHI Asset (IN) Kokomo, LLC | Delaware | 6798 | 46-1071289 |
| OHI Asset (IN) Lafayette, LLC | Delaware | 6798 | 46-1085161 |
| OHI Asset (IN) Madison, LLC | Delaware | 6798 | 46-1745924 |
| OHI Asset (IN) Monticello, LLC | Delaware | 6798 | 46-1090601 |
| OHI Asset (IN) Noblesville, LLC | Delaware | 6798 | 46-1103366 |
| OHI Asset (IN) Rosewalk, LLC | Delaware | 6798 | 46-1116285 |
| OHI Asset (IN) Salem, LLC | Delaware | 6798 | 46-4111473 |
| OHI Asset (IN) Seymour, LLC | Delaware | 6798 | 46-4133715 |
| OHI Asset (IN) Spring Mill, LLC | Delaware | 6798 | 46-1120573 |
| OHI Asset (IN) Terre Haute, LLC | Delaware | 6798 | 46-1140102 |
| OHI Asset (IN) Wabash, LLC | Delaware | 6798 | 38-3879151 |
| OHI Asset (IN) Westfield, LLC | Delaware | 6798 | 32-0381277 |
| OHI Asset (IN) Zionsville, LLC | Delaware | 6798 | 46-1152307 |
| OHI Asset (LA), LLC | Delaware | 6798 | 04-3759935 |
| OHI Asset (MD), LLC | Delaware | 6798 | 45-2611748 |
| OHI Asset (MI) Heather Hills, LLC | Delaware | 6798 | 46-1515395 |
| OHI Asset (MI), LLC | Delaware | 6798 | 27-3378345 |
| OHI Asset (MO), LLC | Delaware | 6798 | 04-3759939 |
| OHI Asset (MS) Byhalia, LLC | Delaware | 6798 | 46-4298734 |
| OHI Asset (MS) Cleveland, LLC | Delaware | 6798 | 36-4774986 |
| OHI Asset (MS) Clinton, LLC | Delaware | 6798 | 80-0965657 |
| OHI Asset (MS) Columbia, LLC | Delaware | 6798 | 46-4340609 |
| OHI Asset (MS) Corinth, LLC | Delaware | 6798 | 46-4351222 |
| OHI Asset (MS) Greenwood, LLC | Delaware | 6798 | 46-4361245 |
| OHI Asset (MS) Grenada, LLC | Delaware | 6798 | 46-4376223 |
| OHI Asset (MS) Holly Springs, LLC | Delaware | 6798 | 38-3921178 |
| OHI Asset (MS) Indianola, LLC | Delaware | 6798 | 90-1036275 |
| OHI Asset (MS) Natchez, LLC | Delaware | 6798 | 46-4384987 |
| OHI Asset (MS) Picayune, LLC | Delaware | 6798 | 90-1036523 |
| OHI Asset (MS) Vicksburg, LLC | Delaware | 6798 | 90-1036559 |
| OHI Asset (MS) Yazoo City, LLC | Delaware | 6798 | 38-3921461 |
| OHI Asset (NC) Wadesboro, LLC | Delaware | 6798 | 35-2492230 |
| OHI Asset (OH) Lender, LLC | Delaware | 6798 | 51-0529744 |
| OHI Asset (OH), LLC | Delaware | 6798 | 04-3759938 |
| OHI Asset (OR) Portland, LLC | Delaware | 6798 | 30-0805633 |
| OHI Asset (PA) Trust | Maryland | 6798 | 54-6643405 |
| OHI Asset (PA), LLC | Delaware | 6798 | 90-0137715 |
| OHI Asset (SC) Aiken, LLC | Delaware | 6798 | 46-4426281 |
| OHI Asset (SC) Anderson, LLC | Delaware | 6798 | 46-4455254 |
| OHI Asset (SC) Easley Anne, LLC | Delaware | 6798 | 46-4475177 |
| OHI Asset (SC) Easley Crestview, LLC | Delaware | 6798 | 46-4489507 |
| OHI Asset (SC) Edgefield, LLC | Delaware | 6798 | 46-4494366 |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware | 6798 | 46-4510885 |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware | 6798 | 46-4524387 |
| OHI Asset (SC) Greenville North, LLC | Delaware | 6798 | 46-4538349 |
| OHI Asset (SC) Greenville, LLC | Delaware | 6798 | 47-1053139 |
| OHI Asset (SC) Greer, LLC | Delaware | 6798 | 46-4551649 |
| OHI Asset (SC) Marietta, LLC | Delaware | 6798 | 46-4569172 |
| OHI Asset (SC) McCormick, LLC | Delaware | 6798 | 46-4597938 |
| OHI Asset (SC) Orangeburg, LLC | Delaware | 6798 | 47-1034331 |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware | 6798 | 46-4613823 |

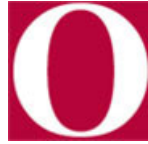
| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|---|---|--|---|
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware | 6798 | 46-4629569 |
| OHI Asset (SC) Piedmont, LLC | Delaware | 6798 | 46-4640288 |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware | 6798 | 46-4682098 |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware | 6798 | 46-4695995 |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware | 6798 | 46-4712666 |
| OHI Asset (TN) Bartlett, LLC | Delaware | 6798 | 46-4727889 |
| OHI Asset (TN) Collierville, LLC | Delaware | 6798 | 46-4738239 |
| OHI Asset (TN) Memphis, LLC | Delaware | 6798 | 46-4750926 |
| OHI Asset (TX) Anderson, LLC | Delaware | 6798 | 46-4764905 |
| OHI Asset (TX) Bryan, LLC | Delaware | 6798 | 46-4781488 |
| OHI Asset (TX) Burlison, LLC | Delaware | 6798 | 46-4795498 |
| OHI Asset (TX) College Station, LLC | Delaware | 6798 | 46-4805289 |
| OHI Asset (TX) Comfort, LLC | Delaware | 6798 | 46-4815908 |
| OHI Asset (TX) Diboll, LLC | Delaware | 6798 | 46-4843528 |
| OHI Asset (TX) Granbury, LLC | Delaware | 6798 | 46-4852513 |
| OHI Asset (TX) Hondo, LLC | Delaware | 6798 | 46-1346058 |
| OHI Asset (TX) Italy, LLC | Delaware | 6798 | 46-4873054 |
| OHI Asset (TX) Winnsboro, LLC | Delaware | 6798 | 46-4881288 |
| OHI Asset (TX), LLC | Delaware | 6798 | 04-3759927 |
| OHI Asset (UT) Ogden, LLC | Delaware | 6798 | 46-4903181 |
| OHI Asset (UT) Provo, LLC | Delaware | 6798 | 46-4915063 |
| OHI Asset (UT) Roy, LLC | Delaware | 6798 | 46-4931511 |
| OHI Asset (VA) Charlottesville, LLC | Delaware | 6798 | 46-4945417 |
| OHI Asset (VA) Farmville, LLC | Delaware | 6798 | 46-4955482 |
| OHI Asset (VA) Hillsville, LLC | Delaware | 6798 | 46-4987367 |
| OHI Asset (VA) Rocky Mount, LLC | Delaware | 6798 | 46-5002710 |
| OHI Asset (WA) Battle Ground, LLC | Delaware | 6798 | 46-5006928 |
| OHI Asset (WV) Danville, LLC | Delaware | 6798 | 47-1084194 |
| OHI Asset (WV) Ivydale, LLC | Delaware | 6798 | 47-1112048 |
| OHI Asset CSB LLC | Delaware | 6798 | 27-2820083 |
| OHI Asset CSE – E, LLC | Delaware | 6798 | 27-1675861 |
| OHI Asset CSE – U, LLC | Delaware | 6798 | 27-1675768 |
| OHI Asset HUD CFG, LLC | Delaware | 6798 | 45-3662151 |
| OHI Asset HUD Delta, LLC | Delaware | 6798 | 27-1895030 |
| OHI Asset HUD SF CA, LLC | Delaware | 6798 | 46-1251365 |
| OHI Asset HUD SF, LLC | Delaware | 6798 | 80-0830116 |
| OHI Asset HUD WO, LLC | Delaware | 6798 | 45-2379675 |
| OHI Asset II (CA), LLC | Delaware | 6798 | 20-1000879 |
| OHI Asset II (FL), LLC | Delaware | 6798 | 27-1813906 |
| OHI Asset II (PA) Trust | Maryland | 6798 | 84-6390330 |
| OHI Asset III (PA) Trust | Maryland | 6798 | 84-6390331 |
| OHI Asset IV (PA) Silver Lake Trust | Maryland | 6798 | 80-6146794 |
| OHI Asset RO PMM Services, LLC | Delaware | 6798 | 46-4309941 |
| OHI Asset RO, LLC | Delaware | 6798 | 90-1018980 |
| OHI Asset, LLC | Delaware | 6798 | 32-0079270 |
| OHI Mezz Lender, LLC | Delaware | 6798 | 46-3201249 |
| OHI Tennessee, Inc. | Maryland | 6798 | 38-3509157 |
| OHIMA, Inc. | Massachusetts | 6798 | 06-1552118 |
| Omega TRS I, Inc. | Maryland | 6798 | 38-3587540 |
| Orange Village Care Center, Inc. | Ohio | 6798 | 34-1321728 |
| Panama City Nursing Center LLC | Delaware | 6798 | 20-2568041 |
| Pavillion North Partners, Inc. | Pennsylvania | 6798 | 20-2597892 |
| Pavillion North, LLP | Pennsylvania | 6798 | 75-3202956 |
| Pavillion Nursing Center North, Inc. | Pennsylvania | 6798 | 25-1222652 |
| Pensacola Real Estate Holdings I, Inc. | Florida | 6798 | 59-3667935 |
| Pensacola Real Estate Holdings II, Inc. | Florida | 6798 | 59-3667937 |
| Pensacola Real Estate Holdings III, Inc. | Florida | 6798 | 59-3667939 |

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|---|---|--|---|
| Pensacola Real Estate Holdings IV, Inc. | Florida | 6798 | 59-3667940 |
| Pensacola Real Estate Holdings V, Inc. | Florida | 6798 | 59-3667941 |
| Skyler Boyington, Inc. | Mississippi | 6798 | 42-1572543 |
| Skyler Florida, Inc. | Mississippi | 6798 | 64-0821299 |
| Skyler Maitland LLC | Delaware | 6798 | 20-3888672 |
| Skyler Pensacola, Inc. | Florida | 6798 | 59-3561064 |
| St. Mary's Properties, Inc. | Ohio | 6798 | 20-1914905 |
| Sterling Acquisition Corp. | Kentucky | 6798 | 38-3207992 |
| Suwanee, LLC | Delaware | 6798 | 20-5223977 |
| Texas Lessor – Stonegate GP, Inc. | Maryland | 6798 | 32-0008071 |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland | 6798 | 32-0008072 |
| Texas Lessor – Stonegate, LP | Maryland | 6798 | 32-0008073 |
| The Suburban Pavilion, Inc. | Ohio | 6798 | 34-1035431 |
| Washington Lessor – Silverdale, Inc. | Maryland | 6798 | 56-2386887 |
| Wilcare, LLC | Ohio | 6798 | 26-0110550 |

(1) Address, including zip code, and telephone number, including area code, of the principal executive offices of each subsidiary guarantor listed in Schedule A is c/o Omega Healthcare Investors, Inc., 200 International Circle, Suite 3500, Hunt Valley, Maryland, 21030 and the telephone number is (410) 427-1700.

The information in this prospectus is not complete and may be changed. We may not exchange these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to exchange these securities and is not soliciting an offer to exchange these securities in any state where the offer or sale is not permitted.

Subject to completion, dated August 11, 2014



**Omega Healthcare Investors, Inc.
Exchange Offer**

**\$400,000,000 4.950% Senior Notes due 2024
for \$400,000,000 4.950% Senior Notes due 2024
that have been registered under the Securities Act of 1933**

We are offering, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, to exchange an aggregate principal amount of up to \$400,000,000 of our new 4.950% Senior Notes due 2024, which we refer to as the exchange notes, for all of our outstanding unregistered 4.950% Senior Notes due 2024, which we refer to as the initial notes, in a transaction registered under the Securities Act of 1933, as amended, or the Securities Act. We collectively refer to the initial notes and the exchange notes as the notes. We refer to the offer described in this prospectus to exchange the initial notes for the exchange notes as the exchange offer.

The notes are unsecured senior obligations of Omega, and rank equally in right of payment with all of our existing and future unsecured senior debt. The notes are effectively subordinated to all of our and our consolidated subsidiaries' secured indebtedness to the extent of the value of the assets securing such indebtedness, and are structurally subordinated to all existing and future liabilities (including indebtedness, trade payables and lease obligations) of our non-guarantor subsidiaries.

The notes are fully and unconditionally guaranteed, jointly and severally, by our existing and future subsidiaries that guarantee indebtedness for money borrowed of Omega Healthcare Investors, Inc., in a principal amount at least equal to \$50 million (including our existing senior notes and the facilities under our credit agreement). We refer to our subsidiaries that guarantee the notes as the subsidiary guarantors. The guarantees of the notes are unsecured senior obligations of the subsidiary guarantors and rank equally in right of payment with existing and future unsecured senior debt of the subsidiary guarantors and senior to existing and future subordinated debt of the subsidiary guarantors. The guarantees are effectively subordinated in right of payment to existing and future secured debt of the subsidiary guarantors to the extent of the value of the assets securing such indebtedness and structurally subordinated to existing and future debt of our non-guarantor subsidiaries.

We will exchange all initial notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. You may withdraw tenders of initial notes at any time prior to the expiration of the exchange offer. The form and terms of the exchange notes are identical in all material respects to the form and terms of the initial notes. We believe that the exchange of initial notes for exchange notes will not be a taxable event for U.S. federal income tax purposes.

The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless we extend the offer. We will announce any extension by press release or other permitted means no later than 9:00 a.m. on the business day after the expiration of the exchange offer. If you fail to tender your initial notes, you will continue to hold unregistered securities and your ability to transfer your initial notes could be adversely affected.

Any broker-dealer that acquires exchange notes for its own account in exchange for initial notes must represent that the initial notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any offer to resell, resale or other retransfer of the exchange notes. During the period ending 90 days after the consummation of the exchange offer, subject to extension in limited circumstances, a participating broker-dealer may use this prospectus for an offer to sell, a resale or other retransfer of exchange notes received in exchange for initial notes that it acquired through market-making activities or other trading activities. See “The Exchange Offer—Resales of Exchange Notes.”

No public market currently exists for the exchange notes. We do not intend to apply for listing of the exchange notes on the New York Stock Exchange or any other securities exchange.

For a discussion of factors you should consider in determining whether to tender your initial notes, see “Risk Factors” beginning on page 10 of this prospectus.

We are not asking you for a proxy, and you are requested not to send us a proxy.

Neither the Securities and Exchange Commission, or the SEC, nor any state securities commission has approved or disapproved of these securities, or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2014.

We have not authorized anyone to give any information or to make any representations concerning this exchange offer except the information and representations that are in this prospectus, or referred to under "Where You Can Find More Information." If anyone gives or makes any other information or representation, you should not rely on it. This prospectus is not an offer to sell or a solicitation of an offer to buy securities in any circumstances in which the offer or solicitation is unlawful. You should not interpret the delivery of this prospectus, or any sale of securities, as an indication that there has been no change in our affairs since the date of this prospectus. You should also be aware that information in this prospectus may change after this date.

This prospectus incorporates by reference business and financial information about us that is not included in or delivered with this prospectus. This information is available without charge upon written or oral request directed to:

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, MD 21030
Attn: Chief Financial Officer
(410) 427-1700

If you would like to request copies of these documents, please do so by _____, 2014 (which is five business days before the scheduled expiration of the exchange offer) for delivery prior to the expiration of the exchange offer.

OMEGA HEALTHCARE INVESTORS, INC.
EXCHANGE OFFER

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CAUTIONARY LANGUAGE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference in this prospectus include forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. All statements other than statements of historical facts included in this prospectus and the documents incorporated by reference in this prospectus may constitute forward-looking statements. 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 or variations thereon or similar terminology. 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 included or incorporated in this prospectus. These forward-looking statements involve risks and uncertainties that may cause our actual future activities and results of operations to be materially different from those suggested or described in this prospectus. There are a number of factors that could cause our actual results to differ materially from those projected in such forward-looking statements. These factors include, without limitation:

- those items discussed under “Risk Factors” herein and under “Risk Factors” in Item 1A to our annual report on Form 10-K, as supplemented from time-to-time in Part II, Item 1A to our quarterly reports on Form 10-Q;
- 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;
- 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;
- 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;
- our ability to negotiate appropriate modifications to the terms of our credit facilities;
- our ability to manage, re-lease or sell any owned and operated facilities;
- the availability and cost of capital to us;
- changes in our credit ratings and the ratings of our debt securities;
- competition in the financing of healthcare facilities;
- regulatory and other changes in the healthcare sector;
- changes in the financial position of our operators;
- the effect of economic and market conditions generally and, particularly, in the healthcare industry;
- changes in interest rates;
- the amount and yield of any additional investments;

- changes in tax laws and regulations affecting real estate investment trusts, or REITs; and
- our ability to maintain our status as a REIT.

Any subsequent written or oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements set forth or referred to above, as well as the risk factors incorporated by reference in this prospectus. Except as required by law, we disclaim any obligation to update such statements or to publicly announce the result of any revisions to any of the forward-looking statements included or incorporated by reference in this prospectus to reflect future events or developments.

PROSPECTUS SUMMARY

The following summary highlights certain information contained in this prospectus. Because it is only a summary, it does not contain all of the information you should consider before participating in the exchange offer. You should carefully read this entire prospectus before participating in the exchange offer. In particular, you should read "Risk Factors," and our financial statements and the notes relating thereto presented herein and incorporated by reference into this prospectus. Except as otherwise indicated, all references to "Omega," "Company," "we," "our," "us," and similar terms in this prospectus refer to Omega Healthcare Investors, Inc. together with its subsidiaries through which it operates. Unless otherwise indicated, the non-financial information presented herein is as of the date of this prospectus.

Company Overview

We are a self-administered REIT investing in income-producing healthcare facilities, principally long-term care facilities, located in the United States. We provide lease or mortgage financing to qualified operators of skilled nursing facilities, which we refer to as skilled nursing facilities or SNFs, and, to a lesser extent, assisted living facilities or ALFs, independent living facilities and rehabilitation and acute care facilities.

As of June 30, 2014, our portfolio of investments consisted of 564 healthcare facilities located in 38 states and operated by 49 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. As of June 30, 2014, our portfolio of investments consisted of:

- 477 SNFs, 19 ALFs and 11 specialty facilities;
- fixed rate mortgages on 54 SNFs and 2 ALFs; and
- one SNF held-for-sale.

As of June 30, 2014, our gross investments in these facilities totaled approximately \$4.3 billion, with 99% of our real estate investments related to long-term healthcare facilities. In addition, we held other investments of approximately \$56.1 million at June 30, 2014, consisting primarily of secured loans to third-party operators of our facilities.

Corporate Information

We were incorporated in the State of Maryland on March 31, 1992. Our principal executive offices are located at 200 International Circle, Suite 3500, Hunt Valley, Maryland 21030, and our telephone number is (410) 427-1700. Additional information regarding our company is set forth in documents on file with the SEC and incorporated by reference in this prospectus. See "Incorporation of Documents by Reference" and "Where You Can Find More Information."

Our filings with the SEC, including our annual reports 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. Information on our website does not constitute part of this prospectus.

The Exchange Offer

On March 11, 2014, we issued an aggregate principal amount of \$400,000,000 of 4.950% Senior Notes due 2024 to a group of initial purchasers in reliance on exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable securities laws. In connection with each sale of the initial notes to the initial purchasers, we entered into a registration rights agreement pursuant to which we agreed, among other things, to deliver this prospectus to you, to commence this exchange offer and to use our commercially reasonable efforts to complete the exchange offer not later than 360 days after the issue date of the initial notes. The summary below describes the principal terms and conditions of the exchange offer. Some of the terms and conditions described below are subject to important limitations and exceptions. See "The Exchange Offer" for a more detailed description of the terms and conditions of the exchange offer and "Description of Notes" for a more detailed description of the terms of the exchange notes.

The Exchange Offer

We are offering to exchange up to \$400,000,000 aggregate principal amount of our new 4.950% Senior Notes due 2024, which have been registered under the Securities Act, in exchange for your initial notes. For each initial note surrendered to us pursuant to the exchange offer, the holder of such initial note will receive an exchange note having a principal amount equal to that of the surrendered initial note. Exchange notes will only be issued in denominations of \$2,000 and integral multiples of \$1,000. The form and terms of the exchange notes will be substantially the same as the form and terms of the surrendered initial notes. The exchange notes will evidence the same indebtedness as and will replace the initial notes tendered in exchange therefor, and will be issued pursuant to, and entitled to the benefits of, the indenture governing the initial notes. As of the date of this prospectus, initial notes representing \$400,000,000 aggregate principal amount are outstanding. See "The Exchange Offer."

Resale

Based on interpretations by the staff of the SEC as detailed in a series of no-action letters issued to third parties, we believe that, as long as you are not a broker-dealer, the exchange notes offered in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery requirements of the Securities Act as long as:

- you are acquiring the exchange notes in the ordinary course of your business;
- you are not participating in, do not intend to participate in and have no arrangement or understanding with any person to participate in a "distribution" of the exchange notes; and
- you are not an "affiliate" of ours within the meaning of Rule 405 of the Securities Act.

If any of these conditions is not satisfied and you transfer any exchange notes issued to you in the exchange offer without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. Moreover, our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to other, unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to our exchange offer. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act.

Any broker-dealer that acquires exchange notes for its own account in exchange for initial notes must represent that the initial notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any offer to resell, resale or other retransfer of the exchange notes. However, by so acknowledging and by delivering a prospectus, such participating broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. During the period ending 90 days after the consummation of the exchange offer, subject to extension in limited circumstances, a participating broker-dealer may use this prospectus for an offer to sell, a resale or other retransfer of exchange notes received in exchange for initial notes that it acquired through market-making activities or other trading activities. See "The Exchange Offer—Resales of Exchange Notes."

Registration Rights Agreement

We sold the initial notes in an offering in reliance on Section 4(2) of the Securities Act. The initial notes issued in the closing were immediately resold by the initial purchasers in reliance on Rule 144A under the Securities Act. In connection with the closing, we entered into a registration rights agreement with the initial purchasers of the initial notes requiring us to make this exchange offer. See "The Exchange Offer—Purpose and Effect; Registration Rights."

Expiration Date

The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless we extend the expiration date. See "The Exchange Offer—Expiration Date; Extension; Amendments."

Withdrawal

You may withdraw your tender of initial notes at any time before the exchange offer expires. Any initial notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer. See "The Exchange Offer—Withdrawal Rights."

Interest

We will pay interest on the notes twice a year, on each April 1 and October 1. The exchange notes will accrue interest from the most recent date on which interest has been paid on the initial notes or, if no interest has been paid, from March 11, 2014, the date of issuance of the initial notes. If your initial notes are accepted for exchange, then you will receive interest on the exchange notes and not on the initial notes. Any initial notes not tendered will remain outstanding and continue to accrue interest according to their terms.

Procedures for Tender

Each holder of initial notes that wishes to tender its initial notes must either:

- complete, sign and date the accompanying letter of transmittal or a facsimile copy of the letter of transmittal, have the signatures on the letter of transmittal guaranteed, if required, and deliver the letter of transmittal, together with any other required documents (including the initial notes), to the exchange agent; or
- if initial notes are tendered pursuant to book-entry procedures, the tendering holder must deliver a completed and duly executed letter of transmittal or arrange with The Depository Trust Company, or DTC, to cause an agent's message to be transmitted with the required information (including a book-entry confirmation) to the exchange agent; or

- comply with the procedures described under “The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery.”

Each holder of initial notes that tenders initial notes in the exchange offer must represent that the following are true:

- the holder is acquiring the exchange notes in the ordinary course of its business;
- the holder is not participating in, does not intend to participate in, and has no arrangement or understanding with any person to participate in a “distribution” of the exchange notes within the meaning of the Securities Act; and
- the holder is not an “affiliate” of us within the meaning of Rule 405 of the Securities Act.

Do not send letters of transmittal, certificates representing initial notes or other documents to us or DTC. Send these documents only to the exchange agent at the appropriate address described in this prospectus and in the letter of transmittal. We may reject your tender of initial notes if you tender them in a manner that does not comply with the instructions provided in this prospectus and the letter of transmittal. See “Risk Factors—There are significant consequences if you fail to exchange your initial notes” and “The Exchange Offer—Procedures for Tendering Initial Notes.”

Special Procedures for Beneficial Owners

If:

- you beneficially own initial notes;
- those notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee; and
- you wish to tender your initial notes in the exchange offer;

please contact the registered holder as soon as possible and instruct such holder to tender on your behalf and comply with the instructions set forth in this prospectus and the letter of transmittal.

Procedures for Guaranteed Delivery

If you hold initial notes in certificated form or if you own initial notes in the form of a book-entry interest in a global note deposited with the trustee, as custodian for DTC, and you wish to tender those initial notes but:

- your initial notes are not immediately available;
- time will not permit you to deliver the required documents to the exchange agent by the expiration date; or
- you cannot complete the procedure for book-entry transfer on time;

you may tender your initial notes pursuant to the procedures described in “The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery.”

| | |
|--|--|
| Exchange Agent | U.S. Bank National Association is serving as exchange agent in connection with this exchange offer. The address, telephone number and facsimile number of the exchange agent is set forth under “The Exchange Offer—Exchange Agent.” |
| U.S. Federal Income Tax Considerations | Generally, a holder of initial notes will not recognize taxable gain or loss on the exchange of initial notes for exchange notes pursuant to the exchange offer. See “Certain United States Federal Income Tax Considerations.” |
| Accounting Treatment | The exchange notes will be recorded at the same carrying value as the initial notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes upon the closing of the exchange offer. The expenses of the exchange offer will be expensed as incurred. See “The Exchange Offer—Accounting Treatment.” |
| Use of Proceeds | We will not receive any proceeds from the exchange offer or the issuance of the exchange notes. See “Use of Proceeds.” |
| Effect on Holders of Initial Notes | <p>As a result of making this exchange offer, and upon acceptance for exchange of all validly tendered initial notes, we will have fulfilled our obligations under the registration rights agreement relating to the initial notes.</p> <p>If you do not tender your initial notes or we reject your tender, your initial notes will remain outstanding and will be entitled to the benefits of the indenture governing the initial notes. Under such circumstances, you would not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances. For a more detailed description of our obligation to file a shelf registration statement with respect to the initial notes, see “The Exchange Offer—Purpose and Effect; Registration Rights” and “The Exchange Offer—Consequences of Failure to Exchange Initial Notes.” Existing transfer restrictions would continue to apply to the initial notes if not exchanged in this exchange offer.</p> <p>Any trading market for the initial notes could be adversely affected if some but not all of the initial notes are tendered and accepted in the exchange offer.</p> |

Description of Exchange Notes

The form and terms of the exchange notes will be identical in all material respects to the form and terms of the initial notes, except that the exchange notes:

- will have been registered under the Securities Act;
- will not bear restrictive legends restricting their transfer under the Securities Act;
- will not be entitled to the registration rights that apply to the initial notes; and
- will not contain provisions relating to an increase in the interest rate borne by the initial notes under circumstances related to the timing of the exchange offer.

The exchange notes represent the same debt as the initial notes and are governed by the same indenture, which is governed by New York law. A brief description of the material terms of the exchange notes follows. You should read "Description of Notes" for further information regarding the exchange notes.

| | |
|------------------------|--|
| Issuer | Omega Healthcare Investors, Inc. |
| Securities Offered | \$400,000,000 aggregate principal amount of 4.950% Senior Notes due 2024 |
| Maturity | April 1, 2024 |
| Interest Rate | 4.950% per year (calculated using a 360-day year) |
| Interest Payment Dates | April 1 and October 1. The exchange notes will accrue interest from the most recent date on which interest has been paid on the initial notes or, if no interest has been paid, from March 11, 2014, the date of issuance of the initial notes. |
| Ranking | <p>The notes are our unsecured senior obligations and rank equally in right of payment with all of our existing and future senior debt and senior in right of payment to all of our existing and future subordinated debt. The notes are effectively subordinated in right of payment to our future secured indebtedness to the extent of the value of the assets securing such indebtedness. The notes are structurally subordinated to all existing and future liabilities (including indebtedness, trade payables and lease obligations) of each of our non-guarantor subsidiaries.</p> <p>As of June 30, 2014, we had approximately \$270 million borrowings outstanding and no letters of credit outstanding under our \$1 billion revolving credit facility and \$200 million of term loans outstanding. As of June 30, 2014, our non-guarantor subsidiaries had approximately \$278 million aggregate principal amount of borrowings outstanding under our HUD-guaranteed loans, and another \$1.6 billion of aggregate principal amount of unsecured indebtedness.</p> |
| Guarantees | The notes are fully and unconditionally guaranteed, jointly and severally, by our existing and future subsidiaries that guarantee indebtedness for money borrowed of Omega Healthcare Investors, Inc. in a principal amount at least equal to \$50 million (including our existing senior notes and the facilities under our credit agreement). |
| Optional Redemption | We may redeem the notes, in whole or in part, at any time, and from time to time, upon not less than 30 days' nor more than 60 days' notice, at the redemption prices set forth under "Description of Notes—Optional Redemption." |

Certain Indenture Provisions

The indenture governing the notes contains covenants limiting our (and all of our restricted subsidiaries') ability to:

- incur additional indebtedness;
- create liens on assets;
- merge, consolidate, or sell all or substantially all of our and our subsidiaries' assets; and
- create guarantees of indebtedness by subsidiaries.

These covenants are subject to a number of important limitations and exceptions. See "Description of Notes—Covenants."

No Public Market

We do not intend to apply for a listing of the exchange notes on the New York Stock Exchange or any other securities exchange. Accordingly, we cannot assure you that a liquid market for the exchange notes will develop or be maintained.

Required Approvals; Appraisal Rights

Other than the registration of the exchange notes under the Securities Act, and compliance with federal securities laws, we are not aware of any state or federal regulatory requirements with which we must comply in connection with the exchange offer. In connection with the exchange offer, you do not have any appraisal or dissenters' rights under applicable law or the indenture.

Risk Factors

Before making an investment decision, you should carefully consider all of the information set forth in this prospectus and, in particular, under "Risk Factors."

Summary Financial Data

The following summary consolidated financial data should be read in connection with the consolidated financial statements incorporated by reference in this prospectus, as well as our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, each of which are incorporated by reference in this prospectus.

| | Year Ended December 31, | | | | | Six Months Ended June 30, | |
|---|-------------------------|-------------------|-------------------|-------------------|-------------------|------------------------------|-------------------|
| | 2009 | 2010 | 2011 | 2012 | 2013 | 2013 | 2014 |
| | (in thousands) | | | | | | |
| Operating Data: | | | | | | | |
| Revenues from core operations | \$ 179,008 | \$ 250,985 | \$ 292,204 | \$ 350,460 | \$ 418,714 | \$ 204,276 | \$ 242,801 |
| Revenues from nursing home operations (1) | \$ 18,430 | \$ 7,336 | \$ — | \$ — | \$ — | \$ — | \$ — |
| Total revenues | <u>\$ 197,438</u> | <u>\$ 258,321</u> | <u>\$ 292,204</u> | <u>\$ 350,460</u> | <u>\$ 418,714</u> | <u>\$ 204,276</u> | <u>\$ 242,801</u> |
| Interest expense (2) | \$ 39,075 | \$ 90,602 | \$ 86,899 | \$ 106,096 | \$ 92,048 | \$ 40,892 | \$ 63,081 |
| Income from continuing operations | \$ 82,111 | \$ 58,436 | \$ 52,606 | \$ 120,698 | \$ 172,521 | \$ 87,178 | \$ 102,646 |
| Net income available to common stockholders | \$ 73,025 | \$ 49,350 | \$ 47,459 | \$ 120,698 | \$ 172,521 | \$ 87,178 | \$ 102,646 |
| Per Share Amounts: | | | | | | | |
| Income (loss from continuing operators) | | | | | | | |
| Basic | \$ 0.87 | \$ 0.52 | \$ 0.46 | \$ 1.12 | \$ 1.47 | \$ 0.76 | \$ 0.82 |
| Diluted | \$ 0.87 | \$ 0.52 | \$ 0.46 | \$ 1.12 | \$ 1.46 | \$ 0.76 | \$ 0.81 |
| Net income (loss) available to common shareholders | | | | | | | |
| Basic | \$ 0.87 | \$ 0.52 | \$ 0.46 | \$ 1.12 | \$ 1.47 | \$ 0.76 | \$ 0.82 |
| Diluted | \$ 0.87 | \$ 0.52 | \$ 0.46 | \$ 1.12 | \$ 1.46 | \$ 0.76 | \$ 0.81 |
| Dividends, Common Stock (3) | \$ 1.20 | \$ 1.37 | \$ 1.55 | \$ 1.69 | \$ 1.86 | \$ 0.91 | \$ 0.99 |
| Dividends, Series D Preferred(4) | \$ 2.09 | \$ 2.09 | \$ 0.74 | \$ — | \$ — | \$ — | \$ — |
| Weighted-average common shares outstanding basic | 83,556 | 94,056 | 102,119 | 107,591 | 117,257 | 114,491 | 125,467 |
| Weighted-average common shares outstanding diluted | 83,649 | 94,237 | 102,177 | 108,011 | 118,100 | 115,273 | 126,130 |
| Consolidated Balance Sheet Data (at period end): | | | | | | | |
| Gross investments (5) | \$ 1,803,743 | \$ 2,504,818 | \$ 2,831,132 | \$ 3,325,533 | \$ 3,924,917 | \$ 3,368,283 | \$ 4,368,386 |
| Total assets | \$ 1,655,033 | \$ 2,304,007 | \$ 2,557,312 | \$ 2,982,005 | \$ 3,462,216 | \$ 2,979,796 | \$ 3,889,359 |
| Revolving line of credit | \$ 94,100 | \$ — | \$ 272,500 | \$ 158,000 | \$ 326,000 | \$ 5,000 | \$ 270,000 |
| Term loan | \$ — | \$ — | \$ — | \$ 100,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 |
| Other long-term borrowings | \$ 644,049 | \$ 1,176,965 | \$ 1,278,900 | \$ 1,566,932 | \$ 1,498,418 | \$ 1,501,665 | \$ 1,889,613 |
| Total debt (6) | \$ 738,149 | \$ 1,176,965 | \$ 1,551,400 | \$ 1,824,932 | \$ 2,024,418 | \$ 1,706,665 | \$ 2,359,613 |
| Stockholders' equity | \$ 865,227 | \$ 1,004,066 | \$ 878,484 | \$ 1,011,329 | \$ 1,300,103 | \$ 1,137,296 | \$ 1,383,795 |

(1) Relates to nursing home revenue of owned and operated assets.

(2) Includes interest refinancing costs, gains and losses on refinancings and amortization of deferred financing costs.

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

(4) We redeemed all of our outstanding Series D Preferred Stock on March 7, 2011

(5) We define gross investments as total investments before accumulated depreciation.

- (6) Total debt includes long-term debt and current maturities of long-term debt. Total debt also includes \$21.8 million, \$25.3 million, \$31.9 million, \$19.0 million, \$19.6 million and \$18.4 million of non-cash fair value adjustments to mark assumed debt to market on the date of the assumption for the periods ended December 31, 2010, 2011, 2012 and 2013, and for the six month periods ended June 30, 2013 and June 30, 2014, respectively.

Ratio of Earnings to Fixed Charges

| | Year Ended December 31, | | | | | Six Months Ended June 30, | |
|--|---|------|------|------|------|------------------------------|------|
| | 2009 | 2010 | 2011 | 2012 | 2013 | 2013 | 2014 |
| | Earnings / fixed charge coverage ratio | 3.1x | 1.6x | 1.6x | 2.1x | 2.9x | 3.1x |

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.

RISK FACTORS

You should carefully consider the risks described under "Risk Factors" in Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, and in the other documents incorporated by reference into this prospectus (which risk factors are incorporated by reference herein), as well as the other information contained or incorporated by reference in this prospectus, before participating in this exchange offer. Additional risks and uncertainties not currently known or that are currently deemed to be immaterial may also materially and adversely affect our business operations and financial condition or the market for the notes.

Risks Relating to the Exchange Offer

There are significant consequences if you fail to exchange your initial notes.

We did not register the initial notes under the Securities Act or any state securities laws, nor do we intend to do so after the exchange offer. As a result, the initial notes may only be transferred in limited circumstances under applicable securities laws. If you do not exchange your initial notes in the exchange offer, you will lose your right to have the initial notes registered under the Securities Act, subject to certain exceptions. If you continue to hold initial notes after the exchange offer, you may be unable to sell the initial notes. Initial notes that are not tendered or are tendered but not accepted will, following the exchange offer, continue to be subject to existing restrictions.

You must follow the appropriate procedures to tender your initial notes or they will not be exchanged.

The exchange notes will be issued in exchange for the initial notes only after timely receipt by the exchange agent of the initial notes or a book-entry confirmation related thereto, a properly completed and executed letter of transmittal or an agent's message and all other required documentation. If you want to tender your initial notes in exchange for exchange notes, you should allow sufficient time to ensure timely delivery. Neither we nor the exchange agent are under any duty to give you notification of defects or irregularities with respect to tenders of initial notes for exchange. Initial notes that are not tendered or are tendered but not accepted will, following the exchange offer, continue to be subject to the existing transfer restrictions. In addition, if you tender the initial notes in the exchange offer with the intent of participating in a distribution of the exchange notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. See "The Exchange Offer" and "Plan of Distribution."

The consummation of the exchange offer may not occur.

We are not obligated to complete the exchange offer under certain circumstances. See "The Exchange Offer—Conditions of the Exchange Offer." Even if the exchange offer is completed, it may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the exchange offer may have to wait longer than expected to receive their exchange notes. You may be required to deliver prospectuses and comply with other requirements in connection with any resale of the exchange notes.

If you tender your initial notes for the purpose of participating in a distribution of the exchange notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes. In addition, if you are a broker-dealer receiving exchange notes for your own account in exchange for initial notes acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of those exchange notes.

Risks Related to the Notes

If an active trading market for the notes does not develop, the liquidity and value of the notes could be harmed.

The exchange notes have been registered under the Securities Act. Although the exchange notes are eligible for trading, we cannot assure you that an active trading market will develop for the exchange notes. If no active trading market develops, you may not be able to resell your exchange notes at their fair market value or at all. Future trading prices of the exchange notes will depend on many factors, including, among other things, the success of this exchange offer, prevailing interest rates, our operating results and the market for similar securities. We do not intend to apply for a listing of the exchange notes on the New York Stock Exchange or any other securities exchange.

Our substantial indebtedness could adversely affect our financial flexibility and our competitive position.

The notes are structurally subordinated to existing and future indebtedness of our non-guarantor subsidiaries and have no direct claim against such subsidiaries or their assets. Our substantial level of indebtedness increases the risk that we may be unable to generate cash sufficient to pay amounts due in respect of our indebtedness, including the notes. Our substantial indebtedness could have other important consequences to you and significantly impact our business. For example, it could

- make it more difficult for us to satisfy our obligations with respect to the notes;
- increase our vulnerability to adverse changes in general economic, industry and competitive conditions;
- 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 flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- 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 interest;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- 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;
- reduce the amount of surplus funds distributable by the non-guarantor subsidiaries to us for use in our business, such as for the payment of indebtedness, including the notes; and
- lead us to elect to make additional investments in our non-guarantor subsidiaries if their cash flow from operations is insufficient for them to make payments on their indebtedness.

In addition, our revolving credit facility, the indentures governing our other existing senior notes and the indenture governing the notes contain, and the agreements evidencing or governing other future indebtedness may contain, restrictive covenants that will limit our ability to engage in activities that may be in our long-term best interests. These restrictions require us to comply with or maintain certain financial tests and limit or prohibit our ability to, among other things,

- incur, assume or permit to exist additional indebtedness, guaranty obligations or hedging arrangements;
- incur liens or agree to negative pledges in other agreements;

- declare dividends, make payments or redeem or repurchase capital stock;
- cause our subsidiaries to enter into agreements restricting dividends and distributions;
- engage in mergers, acquisitions and other business combinations;
- prepay, redeem or purchase certain indebtedness;
- amend or otherwise alter the terms of our organizational documents, our indebtedness (including the notes) and other material agreements;
- sell assets; and
- engage in certain transactions with affiliates.

Our failure to comply with those covenants could result in an event of default, which, if not cured or waived, could result in the acceleration of all of our indebtedness.

A downgrade in our credit ratings could materially adversely affect our business and financial condition.

We plan to manage our operations to maintain a capital structure consistent with our current profile, but there can be no assurance that we will be able to maintain our current credit ratings. If the applicable rating agencies reduce the credit rating of the notes, the market price of the notes may be adversely affected. Any downgrades in terms of ratings or outlook by any of the rating agencies could have a material adverse impact on our cost and availability of capital, which could in turn have a material adverse impact on our financial condition, results of operations and liquidity.

Despite current indebtedness levels, we may incur additional debt. This could further exacerbate the risks associated with our substantial leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. Although covenants under the indenture governing the notes and the documents governing any of our other indebtedness limit our ability and the ability of our present and future subsidiaries (other than those designated as unrestricted subsidiaries under the indentures governing our other existing notes) to incur additional indebtedness, the terms of the indenture governing the notes will permit us to incur significant additional indebtedness. To the extent that we incur additional indebtedness or such other obligations, the risk associated with our substantial indebtedness described above, including our possible inability to service our debt, will increase.

To service our debt, we will require a significant amount of cash, the availability of which depends on many factors beyond our control.

Our ability to make payments on and to refinance our debt, including the notes, will depend on our ability to generate cash in the future. This, to an extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. We cannot assure you that our business will generate sufficient cash flow or that future borrowings will be available to us in an amount sufficient to enable us to pay our debt, including the notes, or to fund our other liquidity needs. If our future cash flow from operations and existing sources of funds are insufficient to pay our obligations as they mature or to fund our liquidity needs, we may be forced to reduce or delay our business activities and capital expenditures, sell assets, obtain additional equity capital or restructure or refinance all or a portion of our debt on or before maturity. We cannot assure you that we will be able to refinance any of our debt on a timely basis or on satisfactory terms, if at all. In addition, the terms of our existing debt and other future debt may limit our ability to pursue any of these alternatives.

Payment of principal and interest on the notes will be effectively subordinated to our future secured debt to the extent of the value of the assets securing that debt.

The notes are not secured. Our obligations and the obligations of the subsidiary guarantors under our revolving credit and term loan facilities are currently unsecured and would be *pari passu* in right of payment with the notes. In the future we may choose to secure, as future secured indebtedness, certain indebtedness that is currently unsecured (including, without limitation, the revolving credit and term loan facilities), to refinance such unsecured indebtedness with secured indebtedness, or to otherwise issue or assume future secured indebtedness, subject to compliance with any applicable restrictions in the indenture governing the notes. The notes would be effectively subordinate to our payment obligations in connection with any future secured indebtedness of ours, and the guaranties of the notes by the subsidiary guarantors would likewise be effectively subordinate to any future secured indebtedness of the subsidiary guarantors of the notes. The notes are also structurally subordinated to the existing and future indebtedness of our non-guarantor subsidiaries. In the event of our liquidation or insolvency, or if any of our secured indebtedness is accelerated, the assets securing such indebtedness will first be applied to repay our obligations under our secured indebtedness in full and then to repay our obligations under our unsecured indebtedness, including under the notes. As a result, the notes are structurally subordinated to any of our future secured indebtedness and that of the subsidiary guarantors to the extent of the value of the assets securing that indebtedness (or guaranties of that indebtedness), and the notes are structurally subordinated to our existing and future indebtedness of our non-guarantor subsidiaries. The holders of the notes would, in all likelihood, recover ratably less than the lenders of our secured indebtedness in the event of our bankruptcy or insolvency.

Not all of our subsidiaries are guarantors of the notes and therefore the notes are structurally subordinated in right of payment to the indebtedness and other liabilities of our existing and future subsidiaries that do not guarantee the notes.

The subsidiary guarantors of the notes will include only our existing subsidiaries and future subsidiaries that guarantee our existing notes and indebtedness under our credit agreement or any future indebtedness of Omega for borrowed money in an amount at least equal to \$50 million.

The notes and guaranties are structurally subordinated to all of the liabilities of any of our subsidiaries that do not guarantee the notes and will be required to be paid before the holders of the notes have a claim, if any, against those subsidiaries and their assets. Therefore, if there were a dissolution, bankruptcy, liquidation or reorganization of any such subsidiary, the holders of notes would not receive any amounts with respect to the notes from the assets of such subsidiary until after the payment in full of the claims of creditors, including trade creditors, secured creditors, of such subsidiary.

Under certain circumstances a court could void or subordinate the notes or the related guaranties under fraudulent transfer laws.

Our issuance of the notes and our subsidiaries' issuance of the guaranties may be subject to review under federal bankruptcy law or state fraudulent transfer law. If we become a debtor in a case under the U.S. Bankruptcy Code or if unpaid creditors file a lawsuit against us under relevant state fraudulent transfer law, a court may review the issuance of the notes to determine whether our obligations under the notes are void as fraudulent transfers. The laws related to fraudulent transfers differ among various jurisdictions. In general, however, a court might void our obligations under the notes if it found that, when we issued the notes, (a) we received less than reasonably equivalent value or fair consideration in exchange for the notes, and (b) we either (1) were insolvent or were rendered insolvent by the issuance of the notes, (2) were left with unreasonably small capital to conduct our business, or (3) intended to incur, or believed or reasonably should have believed that we would incur, debts beyond our ability to pay. The court could also void our obligations under the notes, without regard to factors (a) and (b), if it found that we issued the notes with actual intent to hinder, delay or defraud our creditors. As an alternative to voiding our obligations under the notes, a court could impose other legal or equitable remedies, such as subordinating the notes to our presently existing or future debts or take some other actions detrimental to repayment of the notes.

Similarly, if a subsidiary guarantor becomes a debtor in a case under the U.S. Bankruptcy Code or if unpaid creditors filed a lawsuit against a subsidiary guarantor under relevant state fraudulent transfer law, a court may review the issuance of its guarantee to determine whether such guarantee is void as a fraudulent transfer. In general, a court might void a guarantee if it finds that when such subsidiary guarantor issued its guarantee (or in some jurisdictions, when payments became due under the guarantee), factors (a) and (b) above applied to such subsidiary guarantor. Similarly, the court could also void a guarantee, without regarding to factors (a) and (b) above, if it found that such subsidiary guarantor issued its guarantee with actual intent to hinder, delay or defraud its creditors. Similarly, as an alternative to voiding a subsidiary guarantor's obligations under a guarantee, a court could impose other legal or equitable remedies, such as subordinating the guarantee to the subsidiary guarantor's presently existing or future debts or taking some other actions detrimental to payment on the guarantee. If a court were to void or subordinate one or more guaranties, we cannot assure you that funds would be available to pay the notes from another subsidiary guarantor or from any other source.

In addition, a court could, under the legal theories discussed above, also void any payments made by us to you pursuant to the notes or any payments made by a subsidiary guarantor to you pursuant to a guarantee, and require the return of any payment or the return of any realized value to us or the subsidiary guarantor, as the case may be, or to a fund for the benefit of the creditors of us or the subsidiary guarantor.

The test for determining solvency for purposes of the foregoing will vary depending on the law of the jurisdiction being applied. In general, the following are different tests a court might apply to evaluate an entity's insolvency: (a) it could not pay its existing debts as they become due, (b) the sum of its existing debts exceeds the fair value of all of its property, or (c) the present fair saleable value of its asset is less than the amount required to pay the probable liability on its existing debts as they become due. For this analysis, "debts" includes contingent, unmatured and unliquidated debts. The indenture governing the notes will contain provisions intending to limit the liability of each guarantor on its guarantee to the maximum amount that such guarantor can incur without risk that its guarantee will be subject to avoidance as a fraudulent transfer. However, these provisions may not be effective to protect such guarantees from fraudulent transfer challenges, and, even if they were, such provisions would have the effect of limiting the amount you could recover under the guarantees.

If a court voided our obligations under the notes and the obligations of all of the subsidiary guarantors under their guarantees, you would not have a claim against us or the subsidiary guarantors and would likely have no source from which to recover amounts due under the notes.

If a bankruptcy petition were filed by or against us, you may receive a lesser amount for your claim than you would be entitled to receive under the indenture governing the notes.

If a bankruptcy case were filed by or against us under the U.S. Bankruptcy Code after the issuance of the notes, the claims of holders of the notes with respect to the principal amount of the notes may be limited to an amount equal to the:

- original issue price for the notes.

Accordingly, holders of the notes under these circumstances may receive a lesser amount than they would be entitled to under the terms of the indenture governing the notes, even if sufficient funds are available.

USE OF PROCEEDS

We will not receive any proceeds from the exchange offer. Because the exchange notes have substantially identical terms as the initial notes, the issuance of the exchange notes will not result in any increase in our indebtedness. The exchange offer is intended to satisfy our obligations under the registration rights agreement entered into with the initial purchasers of the initial notes. See “The Exchange Offer—Purpose and Effect; Registration Rights.” We used the proceeds from the offering of the initial notes to repay borrowings under our previously existing 2013 term loan in full and a portion of our outstanding borrowings on our previously existing revolving credit facility.

THE EXCHANGE OFFER

Purpose and Effect; Registration Rights

We sold the initial notes on March 11, 2014, in transactions exempt from the registration requirements of the Securities Act. Simultaneously with the sale of the initial notes, we entered into a registration rights agreement with the initial purchasers of the initial notes. Under the registration rights agreement, we agreed, among other things, to:

- use our commercially reasonable efforts to file an exchange offer registration statement with the SEC on or prior to 220 days after the issue date of the initial notes, enabling holders to exchange the initial notes for publicly registered exchange notes with nearly identical terms;
- use commercially reasonable efforts to have the exchange offer registration statement declared effective by the SEC on or prior to 270 days after the issue date of the initial notes;
- keep the exchange offer open for at least 30 days after the date that notice of the exchange offer is mailed to holders of the initial notes; and
- use commercially reasonable efforts to consummate the exchange offer within 360 days after the issue date of the initial notes.

For each initial note surrendered to us pursuant to the exchange offer, the holder of such note will receive an exchange note having a principal amount equal to that of the surrendered initial note.

We are conducting the exchange offer to satisfy our obligations under the registration rights agreement. If, because of any change in law or in currently prevailing interpretations of the staff of the SEC, we are not permitted to effect such an exchange offer, or if for any other reason the exchange offer is not consummated within 360 days of the issue date or, under certain circumstances, if the initial purchasers shall so request, we agreed, under the registration rights agreement and at our own expense, to:

- use commercially reasonable efforts to file a shelf registration statement covering resales of the initial notes within 60 days after we deliver notice of our intent to file a shelf registration statement to the holders of the initial notes;
- use commercially reasonable efforts to cause the shelf registration statement to be declared effective by the SEC under the Securities Act within 60 days after the filing date;
- use commercially reasonable efforts to keep effective the shelf registration statement until the earlier of the disposition of the notes covered by the shelf registration statement or one year after the date on which the shelf registration becomes effective; and
- if obligated to file the shelf registration statement, we will use our commercially reasonable efforts to file the shelf registration statement with the SEC on or prior to 60 days after such filing obligation arises and use our commercially reasonable efforts to cause the shelf registration statement to be declared effective by the SEC on or prior to 60 days after such filing.

We will, in the event of the shelf registration statement, provide to each holder of the initial notes copies of the prospectus which is a part of the shelf registration statement, notify each such holder when the shelf registration statement for the initial notes has become effective and take certain other actions as are required to permit unrestricted resales of the initial notes. A holder of the notes that sells such notes pursuant to the shelf registration statement generally would be required to be named as a selling securityholder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement which are applicable to such a holder, including certain indemnification rights and obligations.

If:

- (a) we fail to file any of the registration statements required by the registration rights agreement on or before the date specified for such filing,
- (b) any of such registration statements is not declared effective by the SEC on or prior to the date specified for such effectiveness,
- (c) we fail to consummate the exchange offer within 90 days after the effectiveness of the exchange offer registration statement, or
- (d) the shelf registration statement or the exchange offer registration statement is declared effective but thereafter ceases to be effective or usable during the periods specified in the registration rights agreement,

(each such event referred to in clauses (a) through (d) above referred to herein as a “registration default”), then we will pay liquidated damages to each holder of outstanding notes. Liquidated damages will accrue, at an annual rate of 0.25% of the aggregate principal amount of the outstanding notes on the date of such registration default, such liquidated damages increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period; payable in cash semi-annually in arrears on each interest payment date, commencing on the date of such registration default; provided, however, that at no time shall the aggregate amount of liquidated damages accruing exceed in the aggregate 1.0% per annum. All accrued liquidated damages will be paid by us on each interest payment date to the outstanding global note holder by wire transfer of immediately available funds and to holders of outstanding certificated notes by wire transfer to the accounts specified by them or by mailing checks to their registered addresses if no such accounts have been specified. Following the cure of all registration defaults, the accrual of liquidated damages will cease.

The registration rights agreement will provide that the liquidated damages specified above will be the exclusive remedy available to holders of notes for any failure by us to comply with the registration requirements of the registration rights agreement.

The summary herein of certain provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the full text of the registration rights agreement, a copy of which has been filed as Exhibit 4.2 to our Current Report on Form 8-K filed with the SEC on March 11, 2014.

Terms of the Exchange Offer

We are offering to exchange \$400,000,000 in aggregate principal amount of our 4.950% Senior Notes due 2024 that have been registered under the Securities Act for a like aggregate principal amount of our outstanding unregistered 4.950% Senior Notes due 2024.

Upon the terms and subject to the conditions set forth in this prospectus, we will accept for all initial notes validly tendered and not withdrawn before 5:00 p.m., New York City time, on the expiration date of the exchange offer. We will issue \$1,000 principal amount of exchange notes in exchange for each \$1,000 principal amount of outstanding initial notes accepted in the exchange offer. You may tender some or all of your initial notes under the exchange offer. However, the initial notes are only issuable in authorized denominations of \$2,000 and integral multiples of \$1,000. The exchange offer is not conditioned upon any minimum amount of initial notes being tendered.

The form and terms of the exchange notes are the same as the form and terms of the initial notes, except that the exchange notes:

- will be registered under the Securities Act;
- will not bear restrictive legends restricting their transfer under the Securities Act;
- will not be entitled to the registration rights that apply to the initial notes; and
- will not contain provisions relating to an increase in any interest rate in connection with the initial notes under circumstances related to the timing of the exchange offer.

The exchange notes will accrue interest from the most recent date on which interest has been paid on the initial notes or, if no interest has been paid, from March 11, 2014, the date of issuance of the initial notes. Accordingly, registered holders of exchange notes on the record date for the first interest payment date following the completion of the exchange offer will receive interest accrued from the most recent date to which interest has been paid on the initial notes or, if no interest has been paid, from March 11, 2014. However, if that record date occurs prior to completion of the exchange offer, then the interest payable on the first interest payment date following the completion of the exchange offer will be paid to the registered holders of the initial notes on that record date.

In connection with the exchange offer, you do not have any appraisal or dissenters' rights under applicable law or the indenture. We intend to conduct the exchange offer in accordance with the registration rights agreement and the applicable requirements of the Exchange Act, and the rules and regulations of the SEC. The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of the initial notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of the jurisdiction.

We will be deemed to have accepted validly tendered initial notes when we have given oral or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the exchange notes from us.

If we do not accept any tendered initial notes because of an invalid tender or for any other reason, then we will return any unaccepted initial notes without expense to the tendering holder promptly after the expiration date.

Holders who tender initial notes in the exchange offer will not be required to pay brokerage commissions or fees. We will pay all charges and expenses, other than certain applicable taxes, in connection with the exchange offer. See “—Fees and Expenses” below for more detailed information regarding the expenses of the exchange offer.

By submitting to the exchange agent an agent's message defined below, you will be making the representations described under “—Procedures for Tendering Initial Notes—Deemed Representations” below.

Neither we, nor our board of directors or our management makes any recommendation concerning whether you should tender or not tender initial notes in the exchange offer, nor have we or they authorized anyone to make any recommendation. You must decide whether to tender in the exchange offer and, if you decide to tender, the aggregate amount of initial notes to tender.

Expiration Date; Extension; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014 unless we, in our sole discretion, extend the exchange offer, in which case the expiration date means the latest date and time to which we extend the exchange offer.

To extend the exchange offer, we will notify the exchange agent of any extension by written notice and will make a public announcement thereof, each prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During any extension, all initial notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any initial notes not accepted for exchange for any reason will be returned without expense to the tendering holder promptly after the expiration or termination of the exchange offer.

We reserve the right, in our sole discretion and at any time, to:

- delay accepting any initial notes;
- extend the exchange offer;
- terminate the exchange offer, by giving oral or written notice of such delay, extension or termination to the exchange agent, if any of the conditions set forth below under “— Conditions of the Exchange Offer” have not been satisfied or waived prior to the expiration date; and
- amend the terms of the exchange offer in any manner.

We will notify you as promptly as practicable of any extension, amendment or termination. We will also file a post-effective amendment to the registration statement of which this prospectus is a part with respect to any fundamental changes in the exchange offer.

Conditions of the Exchange Offer

Notwithstanding any other provision of the exchange offer, we are not required to accept for exchange, or to issue exchange notes in exchange for, any initial notes, if in our reasonable judgment:

- the exchange offer violates applicable law or applicable interpretation of the staff of the SEC;
- any action or proceeding is instituted or threatened in any court or by any governmental agency which might materially impair our ability to proceed with the exchange offer, or any material adverse development shall have occurred in any existing action or proceeding with respect to us; or
- we have not obtained all governmental approvals that we deem necessary for the consummation of the exchange offer.

The conditions listed above are for our sole benefit and we may assert them prior to the expiration date regardless of the circumstances giving rise to any condition. Subject to applicable law, we may waive these conditions in our discretion in whole or in part prior to the expiration date. If we fail at any time to exercise any of the above rights, the failure will not be deemed a waiver of those rights, and those rights will be deemed ongoing rights which may be asserted at any time and from time to time.

We will not accept for exchange any initial notes tendered, and will not issue exchange notes in exchange for any initial notes, if at that time a stop order is threatened or in effect with respect to the registration statement of which this prospectus is a part or the qualification of the indenture under the Trust Indenture Act of 1939.

Procedures for Tendering Initial Notes

Valid Tender

When the holder of initial notes tenders, and we accept, initial notes for exchange, a binding agreement between us, on the one hand, and the tendering holder, on the other hand, is created, subject to the terms and conditions set forth in this prospectus and the accompanying letter of transmittal. Except as set forth below, a holder of initial notes who wishes to tender initial notes for exchange must, on or prior to the expiration date:

- transmit a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal (including initial notes), to the exchange agent, U.S. Bank National Association, at the address set forth below under “—Exchange Agent;”
- if initial notes are tendered pursuant to the book-entry procedures set forth below, the tendering holder must deliver a completed and duly executed letter of transmittal or arrange with DTC to cause an agent’s message to be transmitted with the required information (including a book-entry confirmation) to the exchange agent at the address set forth below under “—Exchange Agent;” or
- comply with the provisions set forth below under “—Guaranteed Delivery.”

In addition, on or prior to the expiration date:

- the exchange agent must receive the certificates for the initial notes and the letter of transmittal;
- the exchange agent must receive a timely confirmation of the book-entry transfer of the initial notes being tendered into the exchange agent’s account at DTC, along with the letter of transmittal or an agent’s message; or
- the holder must comply with the guaranteed delivery procedures described below.

The letter of transmittal or agent's message may be delivered by mail, facsimile, hand delivery or overnight carrier to the exchange agent.

The term "agent's message" means a message transmitted to the exchange agent by DTC that states that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the letter of transmittal and that we may enforce the letter of transmittal against such holder.

If you beneficially own initial notes and those notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian and you wish to tender your initial notes in the exchange offer, you should contact the registered holder as soon as possible and instruct it to tender the initial notes on your behalf and comply with the instructions set forth in this prospectus and the letter of transmittal.

If you tender fewer than all of your initial notes, you should fill in the amount of notes tendered in the appropriate box on the letter of transmittal. If you do not indicate the amount tendered in the appropriate box, we will assume you are tendering all initial notes that you hold.

The method of delivery of the certificates for the initial notes, the letter of transmittal and all other required documents is at the election and sole risk of the holders. If delivery is by mail, we recommend registered mail with return receipt requested, properly insured, or overnight delivery service. In all cases, you should allow sufficient time to assure timely delivery. No letters of transmittal or initial notes should be sent directly to us. Delivery is complete when the exchange agent actually receives the items to be delivered. Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the exchange agent.

Deemed Representations

To participate in the exchange offer, we require that you represent to us that:

- (i) you or any other person acquiring exchange notes in exchange for your initial notes in the exchange offer is acquiring them in the ordinary course of business;
- (ii) neither you nor any other person acquiring exchange notes in exchange for your initial notes in the exchange offer is participating, intends to participate in and has no arrangement or understanding with any person to participate in a "distribution" (within the meaning of the Securities Act) of the exchange notes;
- (iii) neither you nor any other person acquiring exchange notes in exchange for your initial notes is our "affiliate" as defined under Rule 405 of the Securities Act; and
- (iv) if you are a broker-dealer and you acquired the initial notes as a result of market-making activities or other trading activities, you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the exchange notes.

By tendering your initial notes in the exchange offer, you will be deemed to have made the foregoing representations.

Broker-dealers who cannot make the representations in item (iv) above cannot use this prospectus in connection with resales of the exchange notes issued in the exchange offer.

If you are our "affiliate," as defined under Rule 405 of the Securities Act, if you are a broker-dealer who acquired your initial notes in the initial offering and not as a result of market-making or trading activities, or if you are engaged in or intend to engage in or have an arrangement or understanding with any person to participate in a distribution of exchange notes acquired in the exchange offer, you or that person:

- (i) may not rely on the applicable interpretations of the staff of the SEC and therefore may not participate in the exchange offer; and
- (ii) must comply with the registration and prospectus delivery requirements of the Securities Act or an exemption therefrom when reselling the initial notes.

Acceptance of Initial Notes for Exchange and Issuance of Initial Notes

As promptly as practicable after the expiration date, we will accept all initial notes validly tendered and not withdrawn, and we will issue exchange notes registered under the Securities Act to the exchange agent. The exchange agent might not deliver the exchange notes to all tendering holders at the same time. The timing of delivery depends upon when the exchange agent receives and processes the required documents.

We will be deemed to have exchanged initial notes validly tendered and not withdrawn when we give oral or written notice to the exchange agent of our acceptance of the tendered initial notes, with written confirmation of any oral notice to be given promptly thereafter. The exchange agent is our agent for receiving tenders of initial notes, letters of transmittal and related documents.

In tendering initial notes, you must warrant in the letter of transmittal or in an agent's message (described below) that:

- you have full power and authority to tender, exchange, sell, assign and transfer initial notes;
- we will acquire good, marketable and unencumbered title to the tendered initial notes, free and clear of all liens, restrictions, charges and other encumbrances; and
- the initial notes tendered for exchange are not subject to any adverse claims or proxies.

You also must warrant and agree that you will, upon request, execute and deliver any additional documents requested by us or the exchange agent to complete the exchange, sale, assignment and transfer of the initial notes.

Signature Guarantees

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed unless the initial notes surrendered for exchange are tendered:

- by a registered holder of initial notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible institution.

An "eligible institution" is a firm or other entity which is identified as an "Eligible Guarantor Institution" in Rule 17Ad-15 under the Exchange Act, including:

- a bank;
- a broker, dealer, municipal securities broker or dealer or government securities broker or dealer;
- a credit union;
- a national securities exchange, registered securities association or clearing agency; or
- a savings association.

If signatures on a letter of transmittal or notice of withdrawal are required to be guaranteed, the guarantor must be an eligible institution.

If initial notes are registered in the name of a person other than the signer of the letter of transmittal, the initial notes surrendered for exchange must be endorsed or accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by us in our sole discretion, duly executed by the registered holder with the holder's signature guaranteed by an eligible institution.

Book-Entry Transfers

For tenders by book-entry transfer of initial notes cleared through DTC, the exchange agent will make a request to establish an account at DTC for purposes of the exchange offer. Any financial institution that is a DTC participant may make book-entry delivery of initial notes by causing DTC to transfer the initial notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. The exchange agent and DTC have confirmed that any financial institution that is a participant in DTC may use the Automated Tender Offer Program, or ATOP, procedures to tender initial notes. Accordingly, any participant in DTC may make book-entry delivery of initial notes by causing DTC to transfer those initial notes into the exchange agent's account in accordance with its ATOP procedures for transfer.

Notwithstanding the ability of holders of initial notes to effect delivery of initial notes through book-entry transfer at DTC, either:

- the letter of transmittal or a facsimile thereof, or an agent's message in lieu of the letter of transmittal, with any required signature guarantees and any other required documents must be transmitted to and received by the exchange agent prior to the expiration date at the address given below under "—Exchange Agent"; or
- the guaranteed delivery procedures described below must be complied with.

Guaranteed Delivery

If a holder wants to tender initial notes in the exchange offer and (1) the certificates for the initial notes are not immediately available or all required documents are unlikely to reach the exchange agent on or prior to the expiration date, or (2) a book-entry transfer cannot be completed on a timely basis, the initial notes may be tendered if the holder complies with the following guaranteed delivery procedures:

- the tender is made by or through an eligible institution;
- the eligible institution delivers a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided, to the exchange agent on or prior to the expiration date:
 - setting forth the name and address of the holder of the initial notes being tendered and the amount of the initial notes being tendered;
 - stating that the tender is being made; and
 - guaranteeing that, within three (3) New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery, the certificates for all physically tendered initial notes, in proper form for transfer, or a book-entry confirmation, as the case may be, together with a properly completed and duly executed letter of transmittal, or an agent's message, with any required signature guarantees and any other documents required by the letter of transmittal, will be deposited by the eligible institution with the exchange agent; and
- the exchange agent receives the certificates for the initial notes, or a confirmation of book-entry transfer, and a properly completed and duly executed letter of transmittal, or an agent's message in lieu thereof, with any required signature guarantees and any other documents required by the letter of transmittal within three (3) New York Stock Exchange trading days after the notice of guaranteed delivery is executed for all such tendered initial notes.

You may deliver the notice of guaranteed delivery by hand, facsimile, mail or overnight delivery to the exchange agent, and you must include a guarantee by an eligible institution in the form described above in such notice.

Our acceptance of properly tendered initial notes is a binding agreement between the tendering holder and us upon the terms and subject to the conditions of the exchange offer.

Determination of Validity

We will determine in our sole discretion all questions regarding the form of documents, validity, eligibility, including time of receipt, and acceptance for exchange of any tendered initial notes. Our determination will be final and binding on all parties. We reserve the absolute right to reject any and all tenders of initial notes not properly tendered or initial notes our acceptance of which might, in the judgment of our counsel, be unlawful. We also reserve the absolute right to waive any defects, irregularities or conditions of tender as to any particular initial notes. However, to the extent we waive any conditions of tender with respect to one tender of initial notes, we will waive that condition for all tenders as well. Our interpretation of the terms and conditions of the exchange offer, including the letter of transmittal, will be final and binding on all parties. A tender of initial notes is invalid until all defects and irregularities have been cured or waived. Holders must cure any defects and irregularities in connection with tenders of initial notes for exchange within such reasonable period of time as we will determine, unless we waive the defects or irregularities. Neither us, any of our affiliates or assigns, the exchange agent nor any other person will incur any liability or failure to give you notification of defects or irregularities with respect to tenders of your initial notes.

If any letter of transmittal, endorsement, bond power, power of attorney or any other document required by the letter of transmittal is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, that person must indicate such capacity when signing. In addition, unless waived by us, the person must submit proper evidence satisfactory to us, in our sole discretion, of his or her authority to so act.

Withdrawal Rights

You can withdraw tenders of initial notes at any time prior to 5:00 p.m., New York City Time, on the expiration date.

For a withdrawal to be effective, you must deliver a written notice of withdrawal to the exchange agent. The notice of withdrawal must:

- specify the name of the person tendering the initial notes to be withdrawn;
- identify the initial notes to be withdrawn, including the total principal amount of initial notes to be withdrawn;
- where certificates for initial notes are transmitted, list the name of the registered holder of the initial notes if different from the person withdrawing the initial notes;
- state that the holder is withdrawing his election to have the initial notes exchanged; and
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which the initial notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer to have the trustee with respect to the initial notes register the transfer of the initial notes in the name of the person withdrawing the tender.

If you delivered or otherwise identified pursuant to the guaranteed delivery procedures initial notes to the exchange agent, you must submit the serial numbers of the initial notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an eligible institution, except in the case of initial notes tendered for the account of an eligible institution. If you tendered initial notes as a book-entry transfer, the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn initial notes and you must deliver the notice of withdrawal to the exchange agent. You may not rescind withdrawals of tender; however, initial notes properly withdrawn may again be tendered at any time on or prior to the expiration date.

We will determine all questions regarding the form of withdrawal, validity, eligibility, including time of receipt, and acceptance of withdrawal notices. Our determination of these questions as well as our interpretation of the terms and conditions of the exchange offer (including the letter of transmittal) will be final and binding on all parties. Neither us, any of our affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any irregularities in any notice of withdrawal, nor will they be liable for failing to give any such notice.

In the case of initial notes tendered by book-entry transfer through DTC, the initial notes withdrawn or not exchanged will be credited to an account maintained with DTC. Withdrawn initial notes will be returned to the holder after withdrawal. The initial notes will be returned or credited to the account maintained with DTC as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Any initial notes that have been tendered for exchange but that are not exchanged for any reason will be returned to the holder thereof without cost to the holder.

Properly withdrawn initial notes may again be tendered by following one of the procedures described under “—Procedures for Tendering Initial Notes” above at any time prior to 5:00 p.m., New York City Time, on the expiration date.

Exchange Agent

U.S. Bank National Association is the exchange agent. You should direct any questions and requests for assistance and requests for additional copies of this prospectus to the exchange agent addressed as follows:

By Hand, Overnight Mail, Courier, or Registered or Certified Mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Ave E
Mail Station – EP-MN-WS2N
St. Paul, MN 55107
Attention: Specialty Finance Group
Reference: Omega Healthcare Investors, Inc.

By Facsimile:

(651) 466-7402
Attention: Specialty Finance Group
Reference: Omega Healthcare Investors, Inc.

For Information or Confirmation by Telephone:

1-800-934-6802

If you deliver letters of transmittal and any other required documents to an address or facsimile number other than those listed above, your tender is invalid.

Fees and Expenses

The registration rights agreement provides that we will bear all expenses in connection with the performance of our obligations relating to the registration of the exchange notes and the conduct of the exchange offer. These expenses include registration and filing fees, accounting and legal fees and printing costs, among others. We will pay the exchange agent reasonable and customary fees for its services and reasonable out-of-pocket expenses. We will also reimburse brokerage houses and other custodians, nominees and fiduciaries for customary mailing and handling expenses incurred by them in forwarding this prospectus and related documents to their clients that are holders of initial notes and for handling or tendering for such clients.

We have not retained any dealer-manager in connection with the exchange offer and will not pay any fee or commission to any broker, dealer, nominee or other person, other than the exchange agent, for soliciting tenders of initial notes pursuant to the exchange offer.

Transfer Taxes

Holders who tender their initial notes for exchange will not be obligated to pay any transfer taxes in connection with the exchange. If, however, exchange notes issued in the exchange offer are to be delivered to, or are to be issued in the name of, any person other than the holder of the initial notes tendered, or if a transfer tax is imposed for any reason other than the exchange of initial notes in connection with the exchange offer, then the holder must pay any such transfer taxes, whether imposed on the registered holder or on any other person. If satisfactory evidence of payment of, or exemption from, such taxes is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to the tendering holder.

Accounting Treatment

The exchange notes will be recorded at the same carrying value as the initial notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes upon the closing of the exchange offer. The expenses of the exchange offer will be expensed as incurred.

Resales of Exchange Notes

Based on interpretive letters issued by the SEC staff to third parties in transactions similar to the exchange offer, we believe that a holder of exchange notes, other than a broker-dealer, may offer exchange notes for resale, resell and otherwise transfer the exchange notes without delivering a prospectus to prospective purchasers, if the holder acquired the exchange notes in the ordinary course of business, has no intention of engaging in a “distribution” (as defined under the Securities Act) of the exchange notes and is not an “affiliate” (as defined under the Securities Act) of us. We will not seek our own interpretive letter. As a result, we cannot assure you that the staff will take the same position on this exchange offer as it did in interpretive letters to other parties in similar transactions.

By tendering initial notes, the holder, other than participating broker-dealers, as defined below, of those initial notes will represent to us that, among other things:

- the exchange notes acquired in the exchange offer are being obtained in the ordinary course of business of the person receiving the exchange notes, whether or not that person is the holder;
- neither the holder nor any other person receiving the exchange notes is engaged in, intends to engage in or has an arrangement or understanding with any person to participate in a “distribution” (as defined under the Securities Act) of the exchange notes; and
- neither the holder nor any other person receiving the exchange notes is an “affiliate” (as defined under the Securities Act) of us.

If any holder or any such other person is an “affiliate” of us or is engaged in, intends to engage in or has an arrangement or understanding with any person to participate in a “distribution” of the exchange notes, such holder or other person:

- may not rely on the applicable interpretations of the staff of the SEC referred to above; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives exchange notes for its own account in exchange for initial notes must represent that the initial notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any offer to resell, resale or other retransfer of the exchange notes pursuant to the exchange offer. Any such broker-dealer is referred to as a participating broker-dealer. However, by so acknowledging and by delivering a prospectus, the participating broker-dealer will not be deemed to admit that it is an “underwriter” (as defined under the Securities Act). If a broker-dealer acquired initial notes as a result of market-making or other trading activities, it may use this prospectus, as amended or supplemented, in connection with offers to resell, resales or retransfers of exchange notes received in exchange for the initial notes pursuant to the exchange offer. We have agreed that, during the period ending 90 days after the consummation of the exchange offer, subject to extension in limited circumstances, we will use all commercially reasonable efforts to keep the exchange offer registration statement effective and make this prospectus available to any broker-dealer for use in connection with any such resale. See “Plan of Distribution” for a discussion of the exchange and resale obligations of broker-dealers in connection with the exchange offer.

Consequences of Failure to Exchange Initial Notes

Holders who desire to tender their initial notes in exchange for exchange notes registered under the Securities Act should allow sufficient time to ensure timely delivery. Neither we nor the exchange agent is under any duty to give notification of defects or irregularities with respect to the tenders of initial notes for exchange.

Initial notes that are not tendered or are tendered but not accepted will, following the consummation of the exchange offer, continue to be subject to the provisions in the indenture regarding the transfer and exchange of the initial notes and the existing restrictions on transfer set forth in the legend on the initial notes and in the offering memorandum, dated March 11, 2014, relating to the initial notes. Except in limited circumstances with respect to the specific types of holders of initial notes, we will have no further obligation to provide for the registration under the Securities Act of such initial notes. In general, initial notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not anticipate that we will take any action to register the untendered initial notes under the Securities Act or under any state securities laws. Upon completion of the exchange offer, holders of the initial notes will not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances.

Initial notes that are not exchanged in the exchange offer will remain outstanding and continue to accrue interest and will be entitled to the rights and benefits their holders have under the indenture relating to the initial notes and the exchange notes. Holders of the exchange notes and any initial notes that remain outstanding after consummation of the exchange offer will vote together as a single class for purposes of determining whether holders of the requisite percentage of the class have taken certain actions or exercised certain rights under the indenture.

DESCRIPTION OF NOTES

The exchange notes are identical in all material respect to the initial notes, except that (i) the exchange notes will be registered under the Securities Act, (ii) the exchange notes will not bear restrictive legends restricting their transfer under the Securities Act, (iii) holders of the exchange notes are not entitled to certain rights under the registration rights agreement and (iv) the exchange notes will not contain provisions relating to an increase in any interest rate in connection with the outstanding notes under circumstances related to the timing of the exchange offer. The exchange notes will evidence the same debt as the initial notes, which they replace, and will be governed by the same indenture by and among us, certain of our subsidiary guarantors as discussed below, and U.S. Bank National Association, as trustee. The following is a summary of the material provisions of the indenture governing the notes among us, the subsidiary guarantors and U.S. Bank National Association, as trustee. We urge you to read the indenture in its entirety, which is filed as Exhibit 4.1 to our Current Report on Form 8-K filed on March 11, 2014, because it, and not this description, defines your rights as a noteholder. Copies of the indenture are available upon request to Omega at the address indicated under "Incorporation of Documents by Reference." Except as otherwise indicated, the following description relates to both the initial notes and the exchange notes, which are together referred to as the "notes." You can find the definitions of certain capitalized terms used in this description under "—Certain Definitions" below. For purposes of this section only, references to the "Issuer" include only Omega Healthcare Investors, Inc. and not its subsidiaries.

General

The initial notes were issued in an aggregate principal amount of \$400 million. The exchange notes will be issued in an aggregate principal amount equal to the aggregate principal amount of the initial notes they replace. The notes will be unsecured senior obligations of the Issuer. The notes will mature on April 1, 2024. The notes will initially bear interest at a rate of 4.950% per annum, payable semiannually to holders of record at the close of business on March 15 or September 15, immediately preceding the interest payment date on April 1 and October 1 of each year, commencing October 1, 2014.

Principal of, premium, if any, and interest on the notes will be payable, and the notes may be exchanged or transferred in accordance with the terms of the indenture.

The notes will be issued only in fully registered form, without coupons, in denominations of \$2,000 of principal amount and any integral multiple of \$1,000 in excess thereof. See "The Exchange Offer." No service charge will be made for any registration of transfer or exchange of notes, but the Issuer may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection with a registration of transfer.

Subject to the covenants described below under "—Covenants" and applicable law, the Issuer may issue additional notes under the indenture. The notes issued in this offering and any additional notes subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, *provided, however*, that such additional notes may not be fungible with the previously outstanding notes for U.S. federal income tax purposes, in which case the additional notes would have a different CUSIP number than the notes offered hereby.

Guarantees and Subsidiary Guarantors

The notes are guaranteed on an unsecured senior basis by the Subsidiary Guarantors. The guarantees are unconditional regardless of the enforceability of the notes and the indenture. Each future Subsidiary that subsequently guarantees Indebtedness of the Issuer (that would constitute Indebtedness under clauses (1) or (2) of the definition thereof) in a principal amount at least equal to \$50 million will be required to execute a Subsidiary Guarantee. See "—Covenants—Guarantees by subsidiaries."

Optional Redemption

Optional redemption. The notes will be redeemable at the option of the Issuer, in whole or in part, at any time, and from time to time, prior to January 1, 2024, upon not less than 30 days' nor more than 60 days' notice, at the redemption price equal to the greater of:

- (1) 100% of the principal amount of the notes redeemed and
- (2) the sum of the present values of the remaining scheduled payments of principal of and interest on the notes to be redeemed (exclusive of interest accrued to the applicable redemption date) discounted to such redemption date on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 40 basis points,

plus, in each case of (1) and (2) above, accrued and unpaid interest thereon to, but not including, the applicable redemption date; provided, however, that if the redemption date falls after the record date and on or prior to the corresponding interest payment date, we will pay the full amount of accrued and unpaid interest, if any, on such interest payment date to the holder of notes at the close of business on the corresponding record date (instead of the holder surrendering its notes for redemption).

Notwithstanding the foregoing, if the notes are redeemed on or after January 1, 2024, the redemption price will be equal to 100% of the principal amount of the notes being redeemed, plus accrued and unpaid interest thereon to, but not including, such redemption date.

As used herein:

"Treasury Rate" means (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining life of the notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the applicable redemption date. The Treasury Rate shall be calculated on the third Business Day preceding the applicable redemption date.

"Comparable Treasury Issue" means, with respect to any redemption date for the notes, the United States Treasury security selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes to be redeemed.

"Independent Investment Banker" means, with respect to any redemption date for the notes, an independent investment banking institution of national standing appointed by the Issuer with respect to such redemption date.

"Comparable Treasury Price" means, with respect to any redemption date for the notes:

- (a) the average of five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or
- (b) if the Issuer obtains fewer than five but more than one such Reference Treasury Dealer Quotations for such redemption date, the average of all such quotations, or
- (c) if the Issuer obtains only one such Reference Treasury Dealer Quotation for such redemption date, that Reference Treasury Dealer Quotation.

“*Reference Treasury Dealer*” means (1) J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and (2) any three other Primary Treasury Dealer selected by us; *provided, however*, that if any Reference Treasury Dealer referred to in clause (1) above ceases to be a primary U.S. government securities dealer (a “Primary Treasury Dealer”), the Issuer will substitute therefor another Primary Treasury Dealer.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date for the notes, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

Selection and notice of redemption

In the event that the Issuer chooses to redeem less than all of the notes, selection of the notes for redemption will be made by the trustee either:

- (1) in compliance with the requirements of the principal national securities exchange, if any, on which the notes are then listed; or
- (2) on a *pro rata* basis, by lot or by such method as the trustee shall deem fair and appropriate.

No notes of a principal amount of \$2,000 or less shall be redeemed in part. If a partial redemption is made the trustee will select the notes only on a *pro rata* basis or on as nearly a *pro rata* basis as is practicable (subject to DTC procedures) unless such method is otherwise prohibited. Notice of redemption will be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address. Unless the Issuer defaults in the payment of the redemption price, on and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption.

Sinking Fund

There will be no sinking fund payments for the notes.

Ranking

The notes are unsecured senior obligations of the Issuer, and rank equally in right of payment with all existing and future unsecured senior Indebtedness of the Issuer. The notes are effectively subordinated to all of our and our consolidated Subsidiaries' Secured Indebtedness to the extent of the value of the assets securing such Indebtedness, and are structurally subordinated to all existing and future liabilities (including indebtedness, trade payables and lease obligations) of our non-guarantor Subsidiaries.

Each Subsidiary Guarantor's guarantee of the notes are unsecured senior obligations of such Subsidiary Guarantor, and will rank equally in right of payment with all existing and future unsecured senior Indebtedness of such Subsidiary Guarantor. The guarantees of our Subsidiary Guarantors are structurally subordinated to all of the Secured Indebtedness of such Subsidiary Guarantors to the extent of the value of the assets securing such Indebtedness.

As of the date hereof, our non-guarantor Subsidiaries include (x) certain Subsidiaries with nominal assets, (y) certain Subsidiaries that we have acquired since 2009 and which were obligors with respect to pre-existing HUD-guaranteed secured Indebtedness, substantially all of which Subsidiaries are structured as special purpose entities, and (z) the acquisition Subsidiaries we formed for the purposes of acquiring certain of the Subsidiaries described in clause (y). The notes will be structurally subordinated to all indebtedness and other liabilities of our Subsidiaries that do not guarantee the notes.

Certain Definitions

Set forth below are definitions of certain terms contained in the indenture that are used in this description. Please refer to the indenture for the definition of other capitalized terms used in this description that are not defined below.

“*Acquired Indebtedness*” means Indebtedness of a Person existing at the time such Person becomes a Subsidiary or that is assumed in connection with an Asset Acquisition from such Person by a Subsidiary and not incurred by such Person in connection with, or in anticipation of, such Person becoming a Subsidiary or such Asset Acquisition; *provided, however*, that Indebtedness of such Person that is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of the transactions by which such Person becomes a Subsidiary or such Asset Acquisition shall not be Acquired Indebtedness.

“*Adjusted Consolidated Net Income*” means, for any period, the aggregate net income (or loss) (before giving effect to cash dividends on preferred stock of the Issuer or charges resulting from the redemption of preferred stock of the Issuer) of the Issuer and its Subsidiaries for such period determined on a consolidated basis in conformity with GAAP; *provided, however*, that the following items shall be excluded in computing Adjusted Consolidated Net Income, without duplication:

- (1) the net income of any Person, other than the Issuer or a Subsidiary, except to the extent of the amount of dividends or other distributions actually paid to the Issuer or any of its Subsidiaries by such Person during such period;

- (2) the net income of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such net income is not at the time permitted by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Subsidiary;
- (3) any after-tax gains or losses attributable to asset sales; and
- (4) all extraordinary gains and extraordinary losses.

“Adjusted Total Assets” means, for any Person, the sum of:

- (1) Total Assets for such Person as of the end of the fiscal quarter preceding the Transaction Date as set forth on the most recent quarterly or annual consolidated balance sheet of the Issuer and its Subsidiaries, prepared in conformity with GAAP and filed with the SEC or provided to the trustee pursuant to the “Reports to Holders” covenant; and
- (2) any increase in Total Assets following the end of such quarter including, without limitation, any increase in Total Assets resulting from the application of the proceeds of any additional Indebtedness.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, *“control”* (including, with correlative meanings, the terms *“controlling,” “controlled by”* and *“under common control with”*), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Asset Acquisition” means:

- (1) an investment by the Issuer or any of its Subsidiaries in any other Person pursuant to which such Person shall become a Subsidiary or shall be merged into or consolidated with the Issuer or any of its Subsidiaries; *provided, however*, that such Person’s primary business is related, ancillary, incidental or complementary to the businesses of the Issuer or any of its Subsidiaries on the date of such investment; or
- (2) an acquisition by the Issuer or any of its Subsidiaries from any other Person of assets that constitute substantially all of a division or line of business, or one or more healthcare properties, of such Person; *provided, however*, that the assets and properties acquired are related, ancillary, incidental or complementary to the businesses of the Issuer or any of its Subsidiaries on the date of such acquisition.

“Asset Disposition” means the sale or other disposition by the Issuer or any of its Subsidiaries, other than to the Issuer or another Subsidiary, of:

- (1) all or substantially all of the Capital Stock of any Subsidiary, or
- (2) all or substantially all of the assets that constitute a division or line of business, or one or more healthcare properties, of the Issuer or any of its Subsidiaries.

“Board of Directors” means, as to any Person, the board of directors (or similar governing body) of such Person or any duly authorized committee thereof.

“Board Resolution” means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the trustee.

“*Business Day*” means a day other than a Saturday, Sunday or other day on which banking institutions in New York or Maryland are authorized or required by law to close.

“*Capital Stock*” means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting), including partnership interests, whether general or limited, in the equity of such Person, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all Common Stock and Preferred Stock.

“*Capitalized Lease*” means, as applied to any Person, any lease of any property, whether real, personal or mixed, of which the discounted present value of the rental obligations of such Person as lessee, in conformity with GAAP, is required to be capitalized on the balance sheet of such Person.

“*Capitalized Lease Obligations*” means the discounted present value of the rental obligations under a Capitalized Lease as reflected on the balance sheet of such Person as determined in conformity with GAAP.

“*Closing Date*” means March 11, 2014.

“*Common Stock*” means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) that have no preference on liquidation or with respect to distributions over any other class of Capital Stock, including partnership interests, whether general or limited, of such Person’s equity, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all series and classes of common stock.

“*Consolidated EBITDA*” means, for any period, Adjusted Consolidated Net Income for such period *plus* amounts which have been deducted and *minus* amounts which have been added for, without duplication:

- (1) Consolidated Interest Expense;
- (2) provision for taxes based on income;
- (3) impairment losses and gains on sales or other dispositions of properties and other Investments;
- (4) real estate related depreciation and amortization expense;
- (5) the effect of any non-recurring, non-cash items;
- (6) amortization of deferred charges;
- (7) gains or losses on early extinguishment of Indebtedness; and
- (8) acquisition expenses;

all as determined on a consolidated basis for the Issuer and its Subsidiaries in conformity with GAAP; *provided, however*, that, if any Subsidiary is not a Wholly Owned Subsidiary, Consolidated EBITDA shall be reduced (to the extent not already reduced in Adjusted Consolidated Net Income or otherwise reduced in accordance with GAAP) by an amount equal to:

- the amount of the Adjusted Consolidated Net Income attributable to such Subsidiary *multiplied by*
- the percentage ownership interest in the income of such Subsidiary not owned on the last day of such period by the Issuer or any of its Subsidiaries.

“*Consolidated Interest Expense*” means, for any period, the aggregate amount of interest expense in respect of Indebtedness of the Issuer and the Subsidiaries during such period, all as determined on a consolidated basis in conformity with GAAP including, without limitation (without duplication):

- amortization of debt issuance costs, debt discount or premium and other financing fees and expenses;
- the interest portion of any deferred payment obligations;

- all commissions, discounts and other fees and expenses owed with respect to letters of credit and bankers' acceptance financing;
- the net costs associated with Interest Rate Agreements and Indebtedness that is Guaranteed or secured by assets of the Issuer or any of its Subsidiaries; and
- all but the principal component of rentals in respect of Capitalized Lease Obligations paid, accrued or scheduled to be paid or to be accrued by the Issuer and its Subsidiaries;

excluding, to the extent included in interest expense above, the amount of such interest expense of any Subsidiary if the net income of such Subsidiary is excluded in the calculation of Adjusted Consolidated Net Income pursuant to clause (2) of the definition thereof (but only in the same proportion as the net income of such Subsidiary is excluded from the calculation of Adjusted Consolidated Net Income pursuant to clause (2) of the definition thereof), as determined on a consolidated basis in conformity with GAAP.

"Default" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"Disqualified Stock" means any class or series of Capital Stock of any Person that by its terms or otherwise is:

- (1) required to be redeemed prior to the Stated Maturity of the notes,
- (2) redeemable at the option of the holder of such class or series of Capital Stock, at any time prior to the Stated Maturity of the notes, or
- (3) convertible into or exchangeable for Capital Stock referred to in clause (1) or (2) above or Indebtedness having a scheduled maturity prior to the Stated Maturity of the notes;

provided, however, that any Capital Stock that would not constitute Disqualified Stock but for customary provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the Stated Maturity of the notes shall not constitute Disqualified Stock.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Existing Note Indentures" means the indenture governing the Issuer's 7.50% senior notes due 2020, the indenture governing the Issuer's 6.75% senior notes due 2022 and the indenture governing the Issuer's 5.875% senior notes due 2024 (each an *"Existing Note Indenture"*), as each such Existing Note Indenture may be supplemented from time to time.

"fair market value" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Board of Directors of the Issuer, whose determination shall be conclusive if evidenced by a Board Resolution.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of January 1, 2014, including, without limitation, those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. Except as otherwise specifically provided in the indenture, all ratios and computations contained or referred to in the indenture shall be computed in conformity with GAAP applied on a consistent basis.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person:

- (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services (unless such purchase arrangements are on arm's-length terms and are entered into in the ordinary course of business), to take-or-pay, or to maintain financial statement conditions or otherwise); or

- (2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"*Incur*" means, with respect to any Indebtedness, to incur, create, issue, assume, Guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness, including an "Incurrence" of Acquired Indebtedness; *provided, however*, that neither the accrual of interest nor the accretion of original issue discount shall be considered an Incurrence of Indebtedness.

"*Indebtedness*" means, with respect to any Person at any date of determination (without duplication):

- (1) all indebtedness of such Person for borrowed money;
- (2) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (3) the face amount of letters of credit or other similar instruments, excluding obligations with respect to letters of credit (including trade letters of credit) securing obligations (other than obligations described in (1) or (2) above or (4), (5) or (6) below) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the third Business Day following receipt by such Person of a demand for reimbursement;
- (4) all unconditional obligations of such Person to pay amounts representing the balance deferred and unpaid of the purchase price of any property (which purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto), except any such balance that constitutes an accrued expense or Trade Payable;
- (5) all Capitalized Lease Obligations;
- (6) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of such Indebtedness shall be the lesser of (A) the fair market value of such asset at that date of determination and (B) the amount of such Indebtedness;

and also includes, to the extent not otherwise included, any non-contingent obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), Indebtedness of the types referred to in items (1) through (6) above of another Person (it being understood that Indebtedness shall be deemed to be Incurred by such Person whenever such Person shall create, assume, guarantee (on a non-contingent basis) or otherwise become liable in respect thereof). In addition,

- the amount outstanding at any time of any Indebtedness issued with original issue discount shall be deemed to be the face amount with respect to such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at the date of determination in conformity with GAAP, and
- Indebtedness shall not include any liability for federal state, local or other taxes.

"*Interest Coverage Ratio*" means, on any Transaction Date, the ratio of:

- the aggregate amount of Consolidated EBITDA for the then most recent four fiscal quarters prior to such Transaction Date for which reports have been filed with the SEC or provided to the trustee pursuant to the "— Reports to Holders" covenant ("*Four Quarter Period*") to
- the aggregate Consolidated Interest Expense during such Four Quarter Period.

In making the foregoing calculation,

- (1) *pro forma* effect shall be given to any Indebtedness Incurred or repaid (other than in connection with an Asset Acquisition or Asset Disposition) during the period ("*Reference Period*") commencing on the first day of the Four Quarter Period and ending on the Transaction Date (other than Indebtedness Incurred or repaid under a revolving credit or similar arrangement), in each case as if such Indebtedness had been Incurred or repaid on the first day of such Reference Period;

- (2) Consolidated Interest Expense attributable to interest on any Indebtedness (whether existing or being Incurred) computed on a *pro forma* basis and bearing a floating interest rate shall be computed as if the rate in effect on the Transaction Date (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term in excess of 12 months or, if shorter, at least equal to the remaining term of such Indebtedness) had been the applicable rate for the entire period;
- (3) *pro forma* effect shall be given to Asset Dispositions and Asset Acquisitions and Investments (including giving *pro forma effect* to the application of proceeds of any Asset Disposition and any Indebtedness Incurred or repaid in connection with any such Asset Acquisitions or Asset Dispositions) that occur during such Reference Period but subsequent to the end of the related Four Quarter Period as if they had occurred and such proceeds had been applied on the first day of such Reference Period; and
- (4) *pro forma* effect shall be given to asset dispositions and asset acquisitions (including giving *pro forma effect* to (i) the application of proceeds of any asset disposition and any Indebtedness Incurred or repaid in connection with any such asset acquisitions or asset dispositions and (ii) expense and cost reductions calculated on a basis consistent with Regulation S-X under the Exchange Act) that have been made by any Person that has become a Subsidiary or has been merged with or into the Issuer or any of its Subsidiaries during such Reference Period but subsequent to the end of the related Four Quarter Period and that would have constituted asset dispositions or asset acquisitions during such Reference Period but subsequent to the end of the related Four Quarter Period had such transactions occurred when such Person was a Subsidiary as if such asset dispositions or asset acquisitions were Asset Dispositions or Asset Acquisitions and had occurred on the first day of such Reference Period;

provided, however, that to the extent that clause (3) or (4) of this paragraph requires that *pro forma* effect be given to an Asset Acquisition or Asset Disposition or asset acquisition or asset disposition, as the case may be, such *pro forma* calculation shall be based upon the four full fiscal quarters immediately preceding the Transaction Date of the Person, or division or line of business, or one or more healthcare properties, of the Person that is acquired or disposed of to the extent that such financial information is available.

“Interest Rate Agreement” means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement with respect to interest rates.

“Investment” in any Person means any direct or indirect advance, loan or other extension of credit (including without limitation by way of Guarantee or similar arrangement, but excluding advances to customers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable on the consolidated balance sheet of the Issuer and its Subsidiaries) or capital contribution to (by means of any transfer of cash or other property (tangible or intangible) to others or any payment for property or services solely for the account or use of others, or otherwise), or any purchase or acquisition of Capital Stock, bonds, notes, debentures or other similar instruments issued by, such Person.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any agreement to give any security interest).

“Preferred Stock” means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) that have a preference on liquidation or with respect to distributions over any other class of Capital Stock, including preferred partnership interests, whether general or limited, or such Person’s preferred or preference stock, whether outstanding on the Closing Date or issued thereafter, including, without limitation, all series and classes of such preferred or preference stock.

“Secured Indebtedness” means any Indebtedness secured by a Lien upon the property of the Issuer or any of its Subsidiaries.

“Significant Subsidiary,” with respect to any Person, means any subsidiary of such Person that satisfies the criteria for a “significant subsidiary” set forth in Rule 1.02(w) of Regulation S-X under the Exchange Act.

“Stated Maturity” means:

- (1) with respect to any debt security, the date specified in such debt security as the fixed date on which the final installment of principal of such debt security is due and payable; and

- (2) with respect to any scheduled installment of principal of or interest on any debt security, the date specified in such debt security as the fixed date on which such installment is due and payable.

“*Subsidiary*” means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of the outstanding Voting Stock is owned, directly or indirectly, by such Person and one or more other Subsidiaries of such Person and the accounts of which would be consolidated with those of such Person in its consolidated financial statements in accordance with GAAP, if such statements were prepared as of such date.

“*Subsidiary Debt*” means all unsecured Indebtedness of which a Subsidiary is the primary obligor.

“*Subsidiary Guarantee*” means a Guarantee by each Subsidiary Guarantor for payment of the notes by such Subsidiary Guarantor. The Subsidiary Guarantee will be an unsecured senior obligation of each Subsidiary Guarantor and will be unconditional regardless of the enforceability of the notes and the indenture. Notwithstanding the foregoing, each Subsidiary Guarantor by a Subsidiary Guarantor shall provide by its terms that it shall be automatically and unconditionally released and discharged upon any sale, exchange or transfer, to any Person not an Affiliate of the Issuer, of all of the Capital Stock owned by the Issuer and its Subsidiaries in, or all or substantially all the assets of, such Subsidiary (which sale, exchange or transfer is not then prohibited by the indenture).

“*Subsidiary Guarantors*” means (i) each Subsidiary that is a guarantor of Indebtedness under the Existing Note Indentures on the Closing Date and (ii) each other Person that is required to become a Guarantor by the terms of the Indenture after the Closing Date, in each case, until such Person is released from its Subsidiary Guarantee.

“*Total Assets*” means the sum (without duplication) of:

- (1) Undepreciated Real Estate Assets; and
- (2) all other assets (excluding intangibles and accounts receivable) of the Issuer and its Subsidiaries on a consolidated basis determined in conformity with GAAP.

“*Total Unencumbered Assets*” as of any date means the sum of:

- (1) those Undepreciated Real Estate Assets not securing any portion of Secured Indebtedness; and
- (2) all other assets (but excluding intangibles and accounts receivable) of the Issuer and its Subsidiaries not securing any portion of Secured Indebtedness determined on a consolidated basis in conformity with GAAP;

provided, however, that all investments in unconsolidated joint ventures, unconsolidated limited partnerships, unconsolidated limited liability companies and other unconsolidated entities shall be excluded from Total Unencumbered Assets to the extent that such investments would have otherwise been included.

“*Trade Payables*” means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services.

“*Transaction Date*” means, with respect to the Incurrence of any Indebtedness by the Issuer or any of its Subsidiaries, the date such Indebtedness is to be Incurred.

“*Undepreciated Real Estate Assets*” means, as of any date, the cost (being the original cost to the Issuer or any of its Subsidiaries plus capital improvements) of real estate assets of the Issuer and its Subsidiaries on such date, before depreciation and amortization of such real estate assets, determined on a consolidated basis in conformity with GAAP.

“*Unsecured Indebtedness*” means any Indebtedness of the Issuer or any of its Subsidiaries that is not Secured Indebtedness.

“*U.S. Government Obligations*” means direct obligations of, obligations guaranteed by, or participations in pools consisting solely of obligations of or obligations guaranteed by, the United States of America for the payment of which obligations or guarantee the full faith and credit of the United States of America is pledged and that are not callable or redeemable at the option of the issuer thereof.

“*Voting Stock*” means with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

“Wholly Owned” means, with respect to any Subsidiary of any Person, the ownership of all of the outstanding Capital Stock of such Subsidiary (other than any director’s qualifying shares or Investments by individuals mandated by applicable law) by such Person or one or more Wholly Owned Subsidiaries of such Person.

Covenants

The indenture contains, among others, the following covenants:

Limitation on Indebtedness

(1) The Issuer will not, and will not permit any of its Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness) if, immediately after giving effect to the Incurrence of such additional Indebtedness and the receipt and application of the proceeds therefrom, the aggregate principal amount of all outstanding Indebtedness of the Issuer and its Subsidiaries on a consolidated basis determined in conformity with GAAP is greater than 60% of Adjusted Total Assets.

(2) The Issuer will not, and will not permit any of its Subsidiaries to, Incur any Subsidiary Debt or any Secured Indebtedness if, immediately after giving effect to the Incurrence of such additional Subsidiary Debt or Secured Indebtedness and the receipt and application of the proceeds therefrom, the aggregate principal amount of all outstanding Subsidiary Debt and Secured Indebtedness of the Issuer and its Subsidiaries on a consolidated basis determined in conformity with GAAP is greater than 40% of Adjusted Total Assets.

(3) The Issuer will not, and will not permit any of its Subsidiaries to, Incur any Indebtedness other than the notes issued on the Closing Date and other Indebtedness existing on the Closing Date; *provided, however*, that the Issuer or any of its Subsidiaries may Incur Indebtedness if, after giving effect to the Incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, the Interest Coverage Ratio of the Issuer and its Subsidiaries on a consolidated basis would be greater than 1.5 to 1.0.

Notwithstanding any other provision of this “Limitation on indebtedness” covenant, the maximum amount of indebtedness that the Issuer or any of its Subsidiaries may Incur pursuant to this “Limitation on indebtedness” covenant shall not be deemed to be exceeded, with respect to any outstanding Indebtedness, due solely to the result of fluctuations in the exchange rates of currencies.

For purposes of determining any particular amount of Indebtedness under this “Limitation on indebtedness” covenant, Guarantees, Liens or obligations with respect to letters of credit supporting Indebtedness otherwise included in the determination of such particular amount shall not be included.

Maintenance of Total Unencumbered Assets

The Issuer and its Subsidiaries will maintain Total Unencumbered Assets of not less than 150% of the aggregate outstanding principal amount of the Unsecured Indebtedness of the Issuer and its Subsidiaries on a consolidated basis.

Guarantees by Subsidiaries

The Subsidiary Guarantors will jointly and severally guarantee our obligations under the notes, including the due and punctual payment of principal of and premium, if any, and interest on the notes, whether at stated maturity, by declaration of acceleration, call for redemption or otherwise. If at any time after the issuance of the notes, including following any release of a Subsidiary Guarantor from its guarantee under the indenture, a Subsidiary of the Issuer (including any future Subsidiary) guarantees Indebtedness of the Issuer (that would constitute Indebtedness under clauses (1) or (2) of the definition thereof) in an amount at least equal to \$50 million, the Issuer will cause such Subsidiary to guarantee the notes by simultaneously executing and delivering a supplemental indenture in accordance with the indenture.

The obligations of each Subsidiary Guarantor under its guarantee will be limited to the amount necessary to prevent such guarantee from constituting a fraudulent transfer or conveyance under applicable law. See “Risk factors—Risks related to the Notes—Under certain circumstances a court could void or subordinate the notes or the related guarantees under fraudulent transfer laws.” Each Subsidiary Guarantee will be a continuing guarantee and will inure to the benefit of and be enforceable by the trustee, the holders of the notes and their successors, transferees and assigns.

A Subsidiary Guarantor will be automatically and unconditionally released from its obligations under the indenture and the related guarantee:

- (1) upon any sale, exchange or transfer to a Person not an Affiliate of the Issuer of all of the Capital Stock held by the Issuer and its Subsidiaries in, or all or substantially all of the assets of, such Subsidiary Guarantor;
- (2) upon the liquidation or dissolution of such Subsidiary Guarantor; *provided* no Default or Event of Default shall occur as a result thereof;
- (3) if the Issuer exercises its legal defeasance option or its covenant defeasance option as described under “—Defeasance” or if its obligations under the indenture are discharged in accordance with the terms of the indenture as described under “Satisfaction and Discharge”; or
- (4) if a Subsidiary Guarantor ceases to guarantee the obligations of the Issuer under any such Indebtedness of the Issuer (that would constitute Indebtedness under clauses (1) or (2) under the definition thereof) in an amount at least equal to \$50 million;

provided, however, that in the case of clauses (1) and (2) above, (x) such sale or other disposition is made to a person other than the Issuer or any of its Subsidiaries and (y) such sale or disposition is otherwise permitted by the indenture. At the request of the Issuer, and upon delivery to the trustee of an officer's certificate and an opinion of counsel, each stating that all conditions precedent under the indenture relating to such release have been complied with, the trustee will execute any documents reasonably requested by the Issuer evidencing such release.

Any Subsidiary Guarantor that merges with and into the Issuer will automatically cease to be a Subsidiary Guarantor.

Reports to Holders

Whether or not the Issuer is then required to file reports with the SEC, the Issuer shall file with the SEC all such reports and other information as it would be required to file with the SEC by Sections 13 (a) or 15 (d) under the Exchange Act if it was subject thereto; *provided, however*, that, if filing such documents by the Issuer with the SEC is not permitted under the Exchange Act, the Issuer shall provide such documents to the trustee and upon written request supply copies of such documents to any prospective holder. The Issuer shall supply the trustee and each holder or shall supply to the trustee for forwarding to each such holder, without cost to such holder, copies of such reports and other information.

Events of Default

Events of Default under the indenture include the following:

- (1) default in the payment of principal of, or premium, if any, on any note when they are due and payable at maturity, upon acceleration, redemption or otherwise;
- (2) default in the payment of interest on any note when they are due and payable, and such default continues for a period of 30 days;
- (3) default in the performance or breach of the provisions of the indenture applicable to mergers, consolidations and transfers of all or substantially all of the assets of the Issuer;
- (4) the Issuer defaults in the performance of or breaches any other covenant or agreement of the Issuer in the indenture or under the notes (other than a default specified in clause (1), (2) or (3) above) and such default or breach continues for the earlier of (i) 60 consecutive days and (ii) such shorter period specified for comparable defaults under any Existing Note Indenture (or under any indenture pursuant to which the Issuer or a Subsidiary Guarantor has issued any Indebtedness that refinances or refunds (x) the Indebtedness under such Existing Note Indenture or (y) such refinancing or refunding Indebtedness) after written notice by the trustee or the holders of 25% or more in aggregate principal amount of the notes;
- (5) there occurs with respect to any issue or issues of Indebtedness of the Issuer or any Significant Subsidiary having an outstanding principal amount of \$20 million or more in the aggregate for all such issues of all such Persons, whether such Indebtedness now exists or shall hereafter be created,

- an event of default that has caused the holder thereof to declare such Indebtedness to be due and payable prior to its Stated Maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days of such acceleration and/or
 - the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 30 days of such payment default;
- (6) any final judgment or order (not covered by insurance) for the payment of money in excess of \$20 million in the aggregate for all such final judgments or orders against all such Persons (treating any deductibles, self-insurance or retention as not covered by insurance):
- shall be rendered against the Issuer or any Significant Subsidiary and shall not be paid or discharged, and
 - there shall be any period of 60 consecutive days following entry of the final judgment or order that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged against all such Persons to exceed \$20 million during which a stay of enforcement of such final judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;
- (7) a court of competent jurisdiction enters a decree or order for:
- relief in respect of the Issuer or any Significant Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect,
 - appointment of a receiver, liquidator, assignee custodian, trustee, sequestrator or similar official of the Issuer or any Significant Subsidiary or for all or substantially all of the property and assets of the Issuer or any Significant Subsidiary, or
 - the winding up or liquidation of the affairs of the Issuer or any Significant Subsidiary and, in each case, such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or
- (8) the Issuer or any Significant Subsidiary:
- commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under such law,
 - consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or such Significant Subsidiary or for all or substantially all of the property and assets of the Issuer or such Significant Subsidiary, or
 - effects any general assignment for the benefit of its creditors.

If an Event of Default (other than an Event of Default specified in clause (7) or (8) above that occurs with respect to the Issuer) occurs and is continuing under the indenture, the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding, by written notice to the Issuer (and to the trustee if such notice is given by the holders), may, and the trustee at the request of the holders of at least 25% in aggregate principal amount of the notes then outstanding shall, declare the principal of, premium, if any, and accrued interest on the notes to be immediately due and payable. Upon a declaration of acceleration, such principal of, premium, if any, and accrued interest shall be immediately due and payable. In the event of a declaration of acceleration because an Event of Default set forth in clause (5) above has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the event of default triggering such Event of Default pursuant to clause (5) shall be remedied or cured by the Issuer or the relevant Significant Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto.

If an Event of Default specified in clause (7) or (8) above occurs with respect to the Issuer, the principal of, premium, if any, and accrued interest on the notes then outstanding shall automatically become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder. The holders of at least a majority in principal amount of the outstanding notes by written notice to the Issuer and to the trustee, may waive all past defaults and rescind and annul a declaration of acceleration and its consequences if:

- all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and interest on the notes that have become due solely by such declaration of acceleration, have been cured or waived, and
- the rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

As to the waiver of defaults, see “—Modification and Waiver.”

The holders of at least a majority in aggregate principal amount of the outstanding notes may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee. However, the trustee may refuse to follow any direction that conflicts with law or the indenture, that may involve the trustee in personal liability, or that the trustee determines in good faith may be unduly prejudicial to the rights of holders of notes not joining in the giving of such direction and may take any other action it deems proper that is not inconsistent with any such direction received from holders of notes. A holder may not pursue any remedy with respect to the indenture or the notes unless:

- (1) the holder gives the trustee written notice of a continuing Event of Default;
- (2) the holders of at least 25% in aggregate principal amount of outstanding notes make a written request to the trustee to pursue the remedy;
- (3) such holder or holders offer the trustee indemnity satisfactory to the trustee against any costs, liability or expense;
- (4) the trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and
- (5) during such 60-day period, the holders of a majority in aggregate principal amount of the outstanding notes do not give the trustee a direction that is inconsistent with the request.

However, such limitations do not apply to the right of any holder of a note to receive payment of the principal of, premium, if any, or interest on, such note or to bring suit for the enforcement of any such payment on or after the due date expressed in the notes, which right shall not be impaired or affected without the consent of the holder.

The indenture requires certain officers of the Issuer to certify, on or before a date not more than 90 days after the end of each fiscal year, that a review has been conducted of the activities of the Issuer and its Subsidiaries and of its performance under the indenture and that the Issuer has fulfilled all obligations thereunder, or, if there has been a default in fulfillment of any such obligation, specifying each such default and the nature and status thereof. The Issuer will also be obligated to notify the trustee of any default or defaults in the performance of any covenants or agreements under the indenture.

Consolidation, Merger and Sale of Assets

The Issuer will not consolidate with or merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially an entirety in one transaction or a series of related transactions) to, any Person or permit any Person to merge with or into the Issuer unless:

- (1) the Issuer shall be the continuing Person, or the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or that acquired or leased such property and assets of the Issuer shall be a corporation organized and validly existing under the laws of the United States of America or any state or jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the trustee, all of the obligations of the Issuer on the notes and under the indenture;
- (2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

- (3) immediately after giving effect to such transaction on a pro forma basis the Issuer, or any Person becoming the successor obligor of the notes, as the case may be, could Incur at least \$1.00 of Indebtedness under paragraphs (1), (2) and (3) of the "Limitation on indebtedness" covenant; *provided, however*, that this clause (3) shall not apply to a consolidation or merger with or into a Wholly Owned Subsidiary with a positive net worth; *provided further, however*, that, in connection with any such merger or consolidation, no consideration (other than Capital Stock (other than Disqualified Stock) in the surviving Person or the Issuer) shall be issued or distributed to the holders of Capital Stock of the Issuer; and
- (4) the Issuer delivers to the trustee an officers' certificate (attaching the arithmetic computations to demonstrate compliance with clause (3) above) and an opinion of counsel, in each case stating that such consolidation, merger or transfer and such supplemental indenture complies with this covenant and that all conditions precedent provided for herein relating to such transaction have been complied with; *provided, however*, that clause (3) above does not apply if, in the good faith determination of the Board of Directors of the Issuer, whose determination shall be evidenced by a Board Resolution, the principal purpose of such transaction is to change the state of domicile of the Issuer; *provided further, however*, that any such transaction shall not have as one of its purposes the evasion of the foregoing limitations.

Defeasance

The Issuer may, at its option and at any time, elect to have its obligations and the obligations of the Subsidiary Guarantors discharged with respect to the outstanding notes ("*Legal Defeasance*"). Legal Defeasance means that the Issuer and the Subsidiary Guarantors shall be deemed to have paid and discharged the entire indebtedness represented by the notes and the Subsidiary Guarantees, and the indenture shall cease to be of further effect as to all outstanding notes and Subsidiary Guarantees, except as to

- (1) rights of holders to receive payments in respect of the principal of and interest on the notes when such payments are due from the trust funds referred to below,
- (2) the Issuer's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes, and the maintenance of an office or agency for payment and money for security payments held in trust,
- (3) the rights, powers, trust, duties, and immunities of the trustee, and the Issuer's obligation in connection therewith, and
- (4) the Legal Defeasance provisions of the indenture.

In addition, the Issuer may, at its option and at any time, elect to have its obligations and the obligations if the Subsidiary Guarantors released with respect to most of the covenants under the indenture, except as described otherwise in the indenture ("*Covenant Defeasance*"), and thereafter any omission to comply with such obligations shall not constitute a Default. In the event Covenant Defeasance occurs, certain Events of Default (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) will no longer apply. Covenant Defeasance will not be effective until such bankruptcy, receivership, rehabilitation and insolvency events no longer apply. The Issuer may exercise its Legal Defeasance option regardless of whether it previously exercised Covenant Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (1) the Issuer must irrevocably deposit with the trustee, in trust, for the benefit of the holders, U.S. legal tender, U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient (without reinvestment) in the opinion of a nationally recognized firm of independent public accountants selected by the Issuer, to pay the principal of and interest on the notes on the stated date for payment or on the redemption date of the notes,
- (2) in the case of Legal Defeasance, the Issuer shall have delivered to the trustee an opinion of counsel in the United States confirming that:
 - (a) the Issuer has received from, or there has been published by the Internal Revenue Service, a ruling, or

(b) since the date of the indenture, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon this opinion of counsel shall confirm that, the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred,

- (3) in the case of Covenant Defeasance, the Issuer shall have delivered to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Covenant Defeasance had not occurred,
- (4) no Default shall have occurred and be continuing on the date of such deposit (other than a Default resulting from the borrowing of funds to be applied to such deposit),
- (5) the Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under the Indenture or a default under any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound (other than any such Default or default resulting solely from the borrowing of funds to be applied to such deposit),
- (6) the Issuer shall have delivered to the trustee an officers' certificate stating that the deposit was not made by it with the intent of preferring the holders over any other of its creditors or with the intent of defeating, hindering, delaying or defrauding any other of its creditors or others, and
- (7) the Issuer shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that the conditions provided for in, in the case of the officers' certificate, clauses (1) through (6) and, in the case of the opinion of counsel, clauses (2) and/or (3) and (5) of this paragraph have been complied with.

If the funds deposited with the trustee to effect Covenant Defeasance are insufficient to pay the principal of and interest on the notes when due, then our obligations and the obligations of the Subsidiary Guarantors under the indenture will be revived and no such defeasance will be deemed to have occurred.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the notes, as expressly provided for in the indenture) as to all outstanding notes when

- (1) either:
 - (A) all the notes theretofore authenticated and delivered (except lost, stolen or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the trustee for cancellation; or
 - (B) all notes not theretofore delivered to the trustee for cancellation (1) have become due and payable or (2) will become due and payable within one year, or are to be called for redemption within one year, under arrangements reasonably satisfactory to the trustee for the giving of notice of redemption by the trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the notes not theretofore delivered to the trustee for cancellation, for principal of, premium, if any, and interest on the notes to the date of maturity or redemption, as the case may be, together with irrevocable instructions from the Issuer directing the trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;
- (2) the Issuer has paid all other sums payable under the indenture by the Issuer; and
- (3) the Issuer has delivered to the trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the indenture relating to the satisfaction and discharge of the indenture have been complied with.

Modification and Waiver

Subject to certain limited exceptions allowing modifications and amendments of the indenture without the consent of holders of the notes, modifications and amendments of the indenture may be made by the Issuer and the trustee with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding notes; *provided, however*, that no such modification or amendment may, without the consent of each holder affected thereby:

- (1) change the Stated Maturity of the principal of, or any installment of interest on, any note,
- (2) reduce the principal amount of, or premium, if any, or interest on, any note,
- (3) change the place of payment of principal of, or premium, if any, or interest on, any note,
- (4) impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity (or, in the case of a redemption, on or after the redemption date) of any note,
- (5) reduce the above-stated percentages of outstanding notes the consent of whose holders is necessary to modify or amend the indenture,
- (6) waive a default in the payment of principal of, premium, if any, or interest on the notes,
- (7) voluntarily release a Subsidiary Guarantor of the notes, except as permitted by the indenture, reduce the percentage or aggregate principal amount of outstanding notes the consent of whose holders is necessary for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults, or
- (8) modify or change any provisions of the indenture affecting the ranking of the notes or the Subsidiary Guarantees in any manner adverse to the holders of the notes.

No Personal Liability of Incorporators, Stockholders, Officers, Directors, or Employees

The indenture provides that no recourse for the payment of the principal of, premium, if any, or interest on any of the notes or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Issuer in the indenture, or in any of the notes or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, stockholder, officer, director, employee or controlling person of the Issuer or the Subsidiary Guarantors or of any successor Person thereof. Each holder, by accepting the notes, waives and releases all such liability.

Concerning the Trustee

The indenture provides that, except during the continuance of a Default, the trustee will not be liable, except for the performance of such duties as are specifically set forth in the indenture. If an Event of Default has occurred and is continuing, the trustee will use the same degree of care and skill in its exercise of the rights and powers vested in it under the indenture as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The indenture and provisions of the Trust Indenture Act of 1939 incorporated by reference into the indenture contain limitations on the rights of the trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of any such claims, as security or otherwise. The trustee is permitted to engage in other transactions; *provided, however*, that if it acquires any conflicting interest, it must eliminate such conflict or resign.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax (and, with respect to non-U.S. holders (as defined below) estate tax) consequences relating to the purchase, ownership and disposition of the notes, but does not purport to be an analysis of all potential tax effects. This summary is based on the Internal Revenue Code of 1986, as amended, or the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, all of which are subject to change (possibly with retroactive effect) or to different interpretations. This summary does not address the tax consequences to subsequent purchasers of the notes and is limited to persons who purchase the notes for cash at original issue, at the offering price, and hold the notes as capital assets within the meaning of Section 1221 of the Code. It does not discuss all of the tax consequences that may be relevant to a holder in light of the holder's particular circumstances (such as the application of the alternative minimum tax) or to holders subject to special rules such as financial institutions, tax-exempt entities, U.S. holders (as defined below) whose "functional currency" is not the U.S. dollar, insurance companies, partnerships, other pass-through entities and investors in those entities, dealers in securities or foreign currencies, persons holding notes as part of a hedge, straddle, "constructive sale," "conversion" or other integrated transaction, persons subject to U.S. federal estate or gift tax arising from the purchase, ownership, or disposition of the notes, or former U.S. citizens or long-term residents subject to taxation as expatriates under Section 877 of the Code or the effect of any state, local or foreign laws, or the effect of the newly enacted Medicare tax on investment income. In addition, this summary also does not discuss tax consequences to an owner of a note held through any entity treated as a partnership for U.S. federal income tax purposes or other pass-through entity. We have not sought and will not seek any rulings from the Internal Revenue Service, or the IRS, with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the notes or that any such position would not be sustained.

We believe that the exchange of the initial notes for the exchange notes, which are debt securities identical to the initial notes, but registered under the Securities Act, pursuant to the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. As a result, we believe that (1) a holder will not recognize taxable gain or loss as a result of exchanging such holder's initial notes for exchange notes; (2) the holding period of the exchange notes received by the holder should include the holding period of such holder's initial notes; and (3) the adjusted tax basis of the exchange notes received should be the same as the adjusted tax basis of the initial notes exchanged therefore immediately before the exchange.

PLEASE CONSULT YOUR OWN TAX ADVISER REGARDING THE APPLICATION OF U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION AND THE CONSEQUENCES OF FEDERAL ESTATE OR GIFT TAX LAWS, STATE, LOCAL AND FOREIGN TAX LAWS AND TAX TREATIES.

As used herein, the term "U.S. holder" means a beneficial owner of a note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or if a valid election is in place to treat the trust as a United States person.

Except as modified for estate tax purposes, as used herein, the term “non-U.S. holder” means a beneficial owner of a note that is, for U.S. federal income tax purposes, an individual, corporation, estate, or trust and is not a U.S. holder.

In certain circumstances, we may be obligated to pay you amounts in excess of stated interest or principal on the notes. For example, we would have to pay special interest (also referred to herein as “liquidated damages”) in the form of additional interest to you in certain circumstances described in “Exchange offer; registration rights.” Our obligation to pay such excess amounts may implicate the provisions of the Treasury regulations relating to “contingent payment debt instruments.” Under these regulations, however, one or more contingencies will not cause a debt instrument to be treated as a contingent payment debt instrument if, as of the issue date, such contingencies in the aggregate are “remote” or are considered to be “incidental.” We believe and intend to take the position that the foregoing contingencies should be treated as remote and/or incidental. Our determination is binding on you unless you disclose your contrary position in the manner required by applicable Treasury regulations. Our determination is not, however, binding on the IRS, and if the IRS successfully challenged this determination, it could affect the timing and amount of a holder’s income and could cause the gain from the sale or other disposition of a note to be treated as ordinary income, rather than capital gain. This disclosure assumes that the notes will not be considered contingent payment debt instruments. Holders are urged to consult their own tax advisors regarding the potential application to the notes of the contingent payment debt regulations and the consequences thereof.

Tax Consequences to U.S. Holders

This section applies to you if you are a U.S. holder.

Payments of Stated Interest

Stated interest on a note will generally be taxable to you as ordinary income at the time it either accrues or is received in accordance with your regular method of accounting for federal income tax purposes.

Sales, Exchange, Retirement, Redemption or Disposition of the Notes

Upon the sale, exchange, retirement, redemption or other disposition of a note, you will recognize gain or loss equal to the difference between the amount realized and your adjusted tax basis in the note. Your adjusted tax basis in a note will generally equal the cost of the note to you. The amount realized excludes any amounts attributable to accrued but unpaid stated interest which will be includable in income as interest (taxable as ordinary income) to the extent not previously included in income. Any gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if at the time of the sale, exchange, retirement, redemption or other disposition, the note has been held for more than one year. For non-corporate holders, certain preferential tax rates may apply to gain recognized as long-term capital gain. The deductibility of net capital losses is subject to limitation.

Exchange Offer

The exchange of initial notes for exchange notes will not be a taxable sale or exchange. As a result, you will not recognize taxable gain or loss upon receipt of exchange notes, your basis in the notes will carry over to the exchange notes received and the holding period of the exchange notes will include the holding period of the initial notes.

Tax Consequences to Non-U.S. Holders

This section applies to you if you are a non-U.S. holder.

Payments of Interest

Subject to the discussions below concerning effectively connected income and backup withholding, payments of interest on the notes by us or any paying agent to you will not be subject to U.S. federal withholding tax, provided that (a) pursuant to the “portfolio interest” exception (i) you do not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote, (ii) you are not a controlled foreign corporation (within the meaning of the Code) that is related, directly or indirectly, to us, (iii) you are not a bank receiving interest on the notes on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of your trade or business and (iv) you certify to us or our paying agent on IRS Form W-8BEN (or appropriate substitute form), under penalties of perjury, that you are not a United States person, provided that if you hold the note through a financial institution or other agent acting on your behalf, you provide appropriate documentation to your agent and your agent provides certification under penalties of perjury to us or our paying agent that it has received such a Form W-8BEN (or suitable substitute form) from you or a qualifying intermediary and furnishes us or our agent with a copy or (b) you are entitled to the benefits of an income tax treaty under which such interest is exempt from U.S. federal withholding tax, and you or your agent provides to us a properly executed IRS Form W-8BEN (or an appropriate substitute form evidencing eligibility for the exemption). Additional certifications and procedures may be required if the notes are held through intermediaries. Payments of interest on the notes that do not meet the above-described requirements and that are not effectively connected with your conduct of a U.S. trade or business will be subject to a U.S. federal income tax of 30% (or such lower rate as provided by an applicable income tax treaty), collected by means of withholding.

Sale, Exchange, Retirement, Redemption or Disposition of the Notes

Subject to the discussion below concerning effectively connected income and backup withholding, you generally will not be subject to U.S. federal income tax on any gain realized on the sale, exchange, or other disposition of a note unless you are an individual who is present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met, in which case you will be subject to a 30% United States federal income tax on the gain derived from the sale, which may be offset by certain U.S. source capital losses.

Exchange Offer

As discussed above under “—Tax Consequences to U.S. Holders,” the exchange of initial notes for exchange notes will not be a taxable sale or exchange.

Effectively Connected Income

The preceding discussion assumes that the interest and gain received by the non-U.S. holder is not effectively connected with the conduct by such non-U.S. holder of a trade or business in the United States. If you are engaged in a trade or business in the United States and your investment in a note is effectively connected with such trade or business, although you will be exempt from the 30% withholding tax (provided a required certification, generally on IRS form W-8ECI, is provided), you generally will be subject to regular U.S. federal income tax at graduated rates on any interest and gain with respect to the notes in the same manner as if you were a U.S. holder, and if you are a foreign corporation you may also be subject to a branch profits tax at 30% (or such lower rate provided by an applicable income tax treaty) on your effectively connected earnings and profits attributable to such interest and gain. If you are eligible for the benefits of a tax treaty, any effectively connected income or gain will be subject to U.S. federal income tax only if it is also attributable to a permanent establishment maintained by you in the United States.

Information Reporting and Backup Withholding

If you are a U.S. holder, information reporting will generally apply to payments of interest on the notes or the proceeds of the sale or other disposition (including a retirement or redemption) of the notes. Generally, backup withholding will apply to such payments and proceeds if:

- you fail to furnish a taxpayer identification number, or TIN, in the prescribed manner;
- the IRS notifies us that the TIN furnished by you is incorrect;
- the IRS notifies us that you are subject to backup withholding because you failed to report properly the receipt of reportable interest or dividend payments; or
- you fail to certify under penalties of perjury that you are not subject to backup withholding.

If you are a non-U.S. holder, generally, backup withholding does not apply to payments of interest if the certification described under “—Tax consequences to non-U.S. holders—Payments of interest” is provided to us (provided that we have no actual knowledge or reason to know that you are a United States person). Information reporting may still apply to payments of interest even if a certification is provided and interest is exempt from such withholding. Payments of proceeds made to a non-U.S. holder upon a sale or other disposition (including a retirement or redemption) of notes by (i) a U.S. office of a broker will be subject to information reporting and backup withholding unless the above-mentioned certification is provided to us and (ii) a foreign office of a foreign broker, will not be subject to information reporting or backup withholding, unless the broker has certain connections with the United States, in which case information reporting (but generally not backup withholding) will apply (except where the broker has in its records documentary evidence that the beneficial owner is not a United States person and certain other conditions are met or the beneficial owner otherwise establishes an exemption). Backup withholding may apply to any payment that the broker is required to report if the broker has actual knowledge or reason to know that the payee is a United States person. In addition to the foregoing, we must report annually to the IRS and to each non-U.S. holder on IRS Form 1042-S the entire amount of interest paid to you. This information may also be made available to the tax authorities in the country you reside under the provisions of an applicable income tax treaty or other agreement.

Holders of notes should consult their tax advisers regarding the application of information reporting and backup withholding to their particular situations, the availability of an exemption therefrom and the procedure for obtaining such an exemption, if available. Any amounts withheld from a payment to you under the backup withholding rules will be allowed as a refund or credit against your federal income tax liability, provided that the required information is timely furnished to the IRS. Some holders (including, among others, corporations) are generally not subject to information reporting and backup withholding.

U.S. Federal Estate Taxes

A note held by an individual who is not a citizen or resident of the United States (as specifically defined for estate tax purposes) at the time of death will not be includable in the decedent’s gross estate for U.S. estate tax purposes, provided that such holder or beneficial owner did not at the time of death actually or constructively own 10% or more of the combined voting power of all of our classes of stock entitled to vote, and provided that, at the time of death, payments with respect to such note would not have been effectively connected with the conduct by such holder of a trade or business in the United States

Possible Legislative or Other Actions Affecting Tax Consequences

Prospective holders of our notes should recognize that the present federal income tax treatment of investment in our company may be modified by legislative, judicial or administrative action at any time and that any of these actions may affect investments and commitments previously made. The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the Treasury Department, resulting in revisions of regulations and revised interpretations of established concepts as well as statutory changes. Revisions in federal tax laws and interpretations thereof could adversely affect the tax consequences of investment in our company.

State and Local Taxes

We may be and you may be subject to state or local taxes in other jurisdictions such as those in which we may be deemed to be engaged in activities or own property or other interests. The state and local tax treatment of us may not conform to the federal income tax consequences discussed above.

THE U.S. FEDERAL INCOME AND ESTATE TAX SUMMARY SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON YOUR PARTICULAR SITUATION. YOU SHOULD CONSULT YOUR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO YOU OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN FEDERAL OR OTHER TAX LAWS.

PLAN OF DISTRIBUTION

If you are a broker-dealer and hold initial notes for your own account as a result of market-making activities or other trading activities and you receive exchange notes in exchange for initial notes in the exchange offer, then you may be a statutory underwriter and must acknowledge that you will deliver a prospectus in connection with any resale of these exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for initial notes where such initial notes were acquired as a result of market-making activities or other trading activities. Unless you are a broker-dealer, you must acknowledge that you are not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in a distribution of exchange notes. We have agreed, for a period of 90 days after consummation of the exchange offer, to make available a prospectus meeting the requirements of the Securities Act to any broker-dealer for use in connection with any resale of any such exchange notes acquired. We have agreed to pay all expenses incident to our obligations in connection with the exchange offer, other than commissions, counsel fees and concessions of any broker-dealer, and will indemnify the holders of initial notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

Neither we nor any subsidiary guarantor will receive any proceeds in connection with the exchange offer or any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealers or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker-dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. By acknowledging that it will deliver a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

LEGAL MATTERS

Bryan Cave LLP, Atlanta, Georgia will pass upon certain legal matters in connection with the exchange notes offered hereby. Other counsels have passed upon certain legal matters relating to selected subsidiary guarantors in connection with the exchange notes offered hereby.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements and schedules included in our Annual Report on Form 10-K for the year ended December 31, 2013, and the effectiveness of our internal control over financial reporting as of December 31, 2013, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements and schedules are incorporated by reference in reliance on Ernst & Young LLP's reports, given on their authority as experts in accounting and auditing.

INCORPORATION OF DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with the SEC, which means that we can disclose important information to you by referring to our other filings with the SEC. The information that we incorporate by reference is considered a part of this prospectus and information that we file later with the SEC will automatically update and supersede the information contained in this prospectus. We incorporate by reference into this prospectus the documents set forth below that we have filed with the SEC, and any future filings by us under sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial registration statement and prior to effectiveness of the registration statement (except for any information therein which has been "furnished" rather than "filed" and any sections thereof which project future results or performance, which shall not be incorporated herein) :

- our Annual Report on Form 10-K for the year ended December 31, 2013, filed with the SEC on February 11, 2014;
- our Quarterly Reports on Form 10-Q for the quarter ended March 31, 2014, filed with the SEC on May 7, 2014 and for the quarter ended June 30, 2014, filed with the SEC on August 6, 2014; and
- our Current Reports* on Form 8-K, filed with the SEC on January 3, 2014, March 11, 2014, June 16, 2014 and July 2, 2014.

* We are not incorporating and will not incorporate by reference into this prospectus past or future information on reports furnished or that will be furnished under Items 2.02 and/or 7.01 of, or otherwise with, Form 8-K.

All documents we file later with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this prospectus and prior to the termination of the offering of our securities as described in this prospectus will be deemed to be incorporated by reference into this prospectus, other than information in the documents that is not deemed to be filed with the SEC. A statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded to the extent that a statement contained in any subsequently filed document that is incorporated by reference into this prospectus, modifies or supersedes that statement. Any statements so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide without charge to each person to whom this prospectus is delivered, upon written or oral request of any person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to the documents, unless the exhibits are specifically incorporated by reference into the documents that this prospectus incorporates. Requests for copies in writing or by telephone should be directed to:

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, MD 21030
Attn: Chief Financial Officer
(410) 427-1700

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file with the SEC at its public reference room at 100 F Street, N.E., Washington, D.C. 20549. You can call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. Our SEC filings are also available to the public at the web site maintained by the SEC at www.sec.gov, as well as on our website at www.omegahealthcare.com. You may inspect information that we file with the New York Stock Exchange at its offices at 20 Broad Street, New York, New York 10005. Information on our website is not incorporated by reference herein and our web address is included as an inactive textual reference only.



**Omega Healthcare Investors, Inc.
Exchange Offer**

**\$400,000,000 4.950% Senior Notes due 2024
for \$400,000,000 4.950% Senior Notes due 2024
that have been registered under the Securities Act of 1933**

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. Indemnification of Directors and Officers

The articles of incorporation and bylaws of Omega provide for indemnification of directors and officers to the maximum extent permitted by Maryland law.

Section 2-418 of the General Corporation Law of the State of Maryland generally permits indemnification of any director or officer with respect to any proceedings unless it is established that: (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and was either committed in bad faith or the result of active and deliberate dishonesty; (b) the director or officer actually received an improper personal benefit in money, property or services; or (c) in the case of a criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. The indemnity may include judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the director or officer in connection with the proceedings. However, a corporation may not indemnify a director or officer who shall have been adjudged to be liable to the corporation, or who instituted a proceeding against the corporation (unless such proceeding was brought to enforce the indemnification provisions of Section 2-418, or the charter, bylaws, a resolution of the board of directors of the corporation or an agreement approved by the board of directors). In addition, a director may not be indemnified under Section 2-418 in respect of any proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged to be liable on the basis that personal benefit was improperly received. The termination of any proceeding by judgment, order or settlement does not create a presumption that the director or officer did not meet the requisite standard of conduct required for permitted indemnification. The termination of any proceeding by conviction, or plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the director or officer did not meet that standard of conduct. A director or officer who has been successful on the merits or otherwise, in the defense of any proceeding referred to above shall be indemnified against any reasonable expenses incurred by the director or officer in connection with the proceeding. As noted below, the SEC may limit the corporation's obligation to provide this indemnification.

Omega has also entered into indemnity agreements with the officers and directors of Omega that provide that Omega will, subject to certain conditions, pay on behalf of the indemnified party any amount which the indemnified party is or becomes legally obligated to pay because of any act or omission or neglect or breach of duty, including any actual or alleged error or misstatement or misleading statement, which the indemnified party commits or suffers while acting in the capacity as an officer or director of Omega. Once an initial determination is made by Omega that a director or officer did not act in bad faith or for personal benefit, the indemnification provisions contained in the charter, bylaws, and indemnity agreements would require Omega to advance any reasonable expenses incurred by the director or officer, and to pay the costs, judgments, and penalties determined against a director or officer in a proceeding brought against them.

Insofar as indemnification for liabilities arising under the Securities Act is permitted to directors and officers of the registrants pursuant to the above-described provisions, the registrants understand that the SEC is of the opinion that such indemnification contravenes federal public policy as expressed in said act and therefore is unenforceable.

Item 21. Exhibits and Financial Statement Schedules.

- (a) *Exhibits.* Reference is made to the Index of Exhibits filed as part of this registration statement.
- (b) *Financial Statement Schedules.* All schedules have been omitted because they are not applicable or because the required information is shown in the financial statements or notes thereto.

Item 22. Undertakings.

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be sellers to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(d) The undersigned registrants hereby undertake, that, for purposes of determining any liability under the Securities Act of 1933, each filing of a registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(e) The undersigned registrants hereby undertake as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(f) The undersigned registrants undertake that every prospectus (i) that is filed pursuant to paragraph (e) immediately preceding, or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(g) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(h) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(i) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hunt Valley, State of Maryland, on this 11th day of August 2014.

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ C. Taylor Pickett

C. Taylor Pickett
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints C. Taylor Pickett and Robert O. Stephenson, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on this 11th day of August 2014.

| <u>Signature</u> | <u>Position</u> |
|---|---|
| <u>/s/ Taylor Pickett</u> C. Taylor Pickett | Chief Executive Officer and Director (Principal Executive Officer) |
| <u>/s/ Robert O. Stephenson</u> Robert O. Stephenson | Chief Financial Officer (Principal Financial Officer) |
| <u>/s/ Michael D. Ritz</u> Michael D. Ritz | Chief Accounting Officer (Principal Accounting Officer) |
| <u>/s/ Bernard J. Korman</u> Bernard J. Korman | Chairman of the Board of Directors |
| <u>/s/ Craig R. Callen</u> Craig R. Callen | Director |
| <u>/s/ Barbara B. Hill</u> Barbara B. Hill | Director |
| <u>/s/ Thomas S. Franke</u> Thomas S. Franke | Director |
| <u>/s/ Harold J. Kloosterman</u> Harold J. Kloosterman | Director |
| <u>/s/ Edward Lowenthal</u> Edward Lowenthal | Director |
| <u>/s/ Stephen D. Plavin</u> Stephen D. Plavin | Director |

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, C. Taylor Pickett has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hunt Valley, State of Maryland, on this 11th day of August 2014.

1200 Ely Street Holdings Co. LLC
13922 Cerise Avenue, LLC
2425 Teller Avenue, LLC
245 East Wilshire Avenue, LLC
3806 Clayton Road, LLC
42235 County Road Holdings Co. LLC
48 High Point Road, LLC
523 Hayes Lane, LLC
637 East Romie Lane, LLC
Arizona Lessor - Infinia, Inc.
Bayside Colorado Healthcare Associates, Inc.
Bayside Street II, Inc.
Bayside Street, Inc.
Canton Health Care Land, Inc.
Carnegie Gardens LLC
CFG 2115 Woodstock Place LLC
Colonial Gardens, LLC
Colorado Lessor - Conifer, Inc.
CSE Albany LLC
CSE Amarillo LLC
CSE Arden L.P.

CSE Augusta LLC
CSE Bedford LLC
CSE Blountville LLC
CSE Bolivar LLC
CSE Cambridge LLC
CSE Cambridge Realty LLC
CSE Camden LLC
CSE Canton LLC
CSE Casablanca Holdings II LLC
CSE Casablanca Holdings LLC
CSE Cedar Rapids LLC
CSE Centennial Village
CSE Chelmsford LLC
CSE Chesterton LLC
CSE Claremont LLC
CSE Corpus North LLC

CSE Denver Iliff LLC
CSE Denver LLC
CSE Douglas LLC
CSE Elkton LLC
CSE Elkton Realty LLC
CSE Fairhaven LLC
CSE Fort Wayne LLC
CSE Frankston LLC
CSE Georgetown LLC
CSE Green Bay LLC
CSE Hilliard LLC
CSE Huntingdon LLC
CSE Huntsville LLC
CSE Indianapolis-Continental LLC
CSE Indianapolis-Greenbriar LLC
CSE Jacinto City LLC
CSE Jefferson City LLC
CSE Jeffersonville-Hillcrest Center LLC
CSE Jeffersonville-Jennings House LLC
CSE Kerrville 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 Lowell LLC
CSE Marianna Holdings LLC
CSE Memphis 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 Pennsylvania Holdings
CSE Piggott LLC
CSE Pilot Point LLC
CSE Pine View LLC
CSE Ponca City LLC

CSE Port St. Lucie LLC
CSE Richmond LLC
CSE Ripley LLC
CSE Ripon LLC
CSE Safford LLC
CSE Salina LLC
CSE Seminole LLC
CSE Shawnee LLC
CSE Spring Branch LLC
CSE Stillwater LLC
CSE Taylorsville LLC
CSE Texarkana LLC
CSE Texas City LLC
CSE The Village LLC
CSE Upland LLC
CSE Walnut Cove L.P.
CSE West Point LLC
CSE Whitehouse LLC
CSE Williamsport LLC
CSE Winter Haven LLC
CSE Woodfin L.P.
CSE Yorktown LLC
Delta Investors I, LLC
Delta Investors II, LLC
Desert Lane LLC
Dixie White House Nursing Home, Inc.
Dixon Health Care Center, Inc.
Encanto Senior Care, LLC
Florida Lessor – Meadowview, Inc.
Florida Real Estate Company, LLC
Georgia Lessor - Bonterra/Parkview, Inc.
Greenbough, LLC
Hutton I Land, Inc.
Hutton II Land, Inc.
Hutton III Land, Inc.
Indiana Lessor – Wellington Manor, Inc.
LAD I Real Estate Company, LLC
Leatherman 90-1, Inc.
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
Meridian Arms Land, Inc.
North Las Vegas LLC
NRS Ventures, L.L.C.
Ocean Springs Nursing Home, Inc.
OHI (Connecticut), Inc.
OHI (Illinois), Inc.
OHI (Indiana), Inc.
OHI (Iowa), Inc.
OHI Asset (AR) Ash Flat, LLC

OHI Asset (AR) Camden, LLC
OHI Asset (AR) Conway, LLC
OHI Asset (AR) Des Arc, LLC
OHI Asset (AR) Hot Springs, LLC
OHI Asset (AR) Malvern, LLC
OHI Asset (AR) Mena, LLC
OHI Asset (AR) Pocahontas, LLC
OHI Asset (AR) Sheridan, LLC
OHI Asset (AR) Walnut Ridge, LLC
OHI Asset (AZ) Austin House, LLC
OHI Asset (CA), LLC
OHI Asset (CO), LLC
OHI Asset (CT) Lender, LLC
OHI Asset (FL) Lake Placid, LLC
OHI Asset (FL) Lender, LLC
OHI Asset (FL), LLC
OHI Asset (GA) Macon, LLC
OHI Asset (GA) Moultrie, LLC
OHI Asset (GA) Snellville, LLC
OHI Asset (ID) Holly, LLC
OHI Asset (ID) Midland, LLC
OHI Asset (ID), LLC
OHI Asset (IL), LLC
OHI Asset (IN) American Village, LLC
OHI Asset (IN) Anderson, LLC
OHI Asset (IN) Beech Grove, LLC
OHI Asset (IN) Clarksville, LLC
OHI Asset (IN) Clinton, LLC
OHI Asset (IN) Connersville, LLC
OHI Asset (IN) Crown Point, LLC
OHI Asset (IN) Eagle Valley, LLC
OHI Asset (IN) Elkhart, LLC
OHI Asset (IN) Forest Creek, LLC
OHI Asset (IN) Fort Wayne, LLC
OHI Asset (IN) Franklin, LLC
OHI Asset (IN) Greensburg, LLC
OHI Asset (IN) Indianapolis, LLC
OHI Asset (IN) Jasper, LLC
OHI Asset (IN) Kokomo, LLC
OHI Asset (IN) Lafayette, LLC
OHI Asset (IN) Madison, LLC
OHI Asset (IN) Monticello, LLC
OHI Asset (IN) Noblesville, LLC
OHI Asset (IN) Rosewalk, LLC
OHI Asset (IN) Salem, LLC
OHI Asset (IN) Seymour, LLC
OHI Asset (IN) Spring Mill, LLC
OHI Asset (IN) Terre Haute, LLC
OHI Asset (IN) Wabash, LLC

OHI Asset (IN) Westfield, LLC
OHI Asset (IN) Zionsville, LLC
OHI Asset (LA), LLC
OHI Asset (MD), LLC
OHI Asset (MI) Heather Hills, LLC
OHI Asset (MI), LLC
OHI Asset (MO), LLC
OHI Asset (MS) Byhalia, LLC
OHI Asset (MS) Cleveland, LLC
OHI Asset (MS) Clinton, LLC
OHI Asset (MS) Columbia, LLC
OHI Asset (MS) Corinth, LLC
OHI Asset (MS) Greenwood, LLC
OHI Asset (MS) Grenada, LLC
OHI Asset (MS) Holly Springs, LLC
OHI Asset (MS) Indianola, LLC
OHI Asset (MS) Natchez, LLC
OHI Asset (MS) Picayune, LLC
OHI Asset (MS) Vicksburg, LLC
OHI Asset (MS) Yazoo City, LLC
OHI Asset (NC) Wadesboro, LLC
OHI Asset (OH) Lender, LLC
OHI Asset (OH), LLC
OHI Asset (OR) Portland, LLC
OHI Asset (PA) Trust
OHI Asset (PA), LLC
OHI Asset (SC) Aiken, LLC
OHI Asset (SC) Anderson, LLC
OHI Asset (SC) Easley Anne, LLC
OHI Asset (SC) Easley Crestview, LLC
OHI Asset (SC) Edgefield, LLC
OHI Asset (SC) Greenville Griffith, LLC
OHI Asset (SC) Greenville Laurens, LLC
OHI Asset (SC) Greenville North, LLC
OHI Asset (SC) Greenville, LLC
OHI Asset (SC) Greer, LLC
OHI Asset (SC) Marietta, LLC
OHI Asset (SC) McCormick, LLC
OHI Asset (SC) Orangeburg, LLC
OHI Asset (SC) Pickens East Cedar, LLC
OHI Asset (SC) Pickens Rosemond, LLC
OHI Asset (SC) Piedmont, LLC
OHI Asset (SC) Simpsonville SE Main, LLC
OHI Asset (SC) Simpsonville West Broad, LLC
OHI Asset (SC) Simpsonville West Curtis, LLC
OHI Asset (TN) Bartlett, LLC
OHI Asset (TN) Collierville, LLC
OHI Asset (TN) Memphis, LLC
OHI Asset (TX) Anderson, LLC

OHI Asset (TX) Bryan, LLC
OHI Asset (TX) Burleson, LLC
OHI Asset (TX) College Station, LLC
OHI Asset (TX) Comfort, LLC
OHI Asset (TX) Diboll, LLC
OHI Asset (TX) Granbury, LLC
OHI Asset (TX) Hondo, LLC
OHI Asset (TX) Italy, LLC
OHI Asset (TX) Winnsboro, LLC
OHI Asset (TX), LLC
OHI Asset (UT) Ogden, LLC
OHI Asset (UT) Provo, LLC
OHI Asset (UT) Roy, LLC
OHI Asset (VA) Charlottesville, LLC
OHI Asset (VA) Farmville, LLC
OHI Asset (VA) Hillsville, LLC
OHI Asset (VA) Rocky Mount, LLC
OHI Asset (WA) Battle Ground, LLC
OHI Asset (WV) Danville, LLC
OHI Asset (WV) Ivydale, LLC
OHI Asset CSB LLC
OHI Asset CSE – E, LLC
OHI Asset CSE – U, LLC
OHI Asset HUD CFG, LLC
OHI Asset HUD Delta, LLC
OHI Asset HUD SF CA, LLC
OHI Asset HUD SF, LLC
OHI Asset HUD WO, LLC
OHI Asset II (CA), LLC
OHI Asset II (FL), LLC
OHI Asset II (PA) Trust
OHI Asset III (PA) Trust
OHI Asset IV (PA) Silver Lake Trust
OHI Asset RO PMM Services, LLC
OHI Asset RO, LLC
OHI Asset, LLC
OHI Mezz Lender, LLC
OHI Tennessee, Inc.
OHIMA, Inc.
Omega TRS I, Inc.
Orange Village Care Center, Inc.
Panama City Nursing Center LLC
Pavillion North Partners, Inc.
Pavillion North, LLP
Pavillion Nursing Center North, Inc.
Pensacola Real Estate Holdings I, Inc.
Pensacola Real Estate Holdings II, Inc.
Pensacola Real Estate Holdings III, Inc.
Pensacola Real Estate Holdings IV, Inc.
Pensacola Real Estate Holdings V, Inc.
Skyler Boyington, Inc.
Skyler Florida, Inc.
Skyler Maitland LLC
Skyler Pensacola, Inc.
St. Mary's Properties, Inc.
Sterling Acquisition Corp.
Suwanee, LLC
Texas Lessor – Stonegate GP, Inc.
Texas Lessor – Stonegate, Limited, Inc.
Texas Lessor – Stonegate, LP
The Suburban Pavilion, Inc.
Washington Lessor – Silverdale, Inc.
Wilcare, LLC

By: /s/ C.
Taylor
Pickett
C. Taylor
Pickett

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person who signature appears below constitutes and appoints C. Taylor Pickett and Robert O. Stephenson, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto either of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on this 11th day of August 2014.

| Signature | Position |
|---|--|
| <hr/> <i>/s/ Taylor Pickett</i> <hr/> C. Taylor Pickett | Chief Executive Officer (Principal Executive Officer) |
| <hr/> <i>/s/ Robert O. Stephenson</i> <hr/> Robert O. Stephenson | Chief Financial Officer (Principal Financial and Accounting Officer) |
| <hr/> <i>/s/ Michael D. Ritz</i> <hr/> Michael D. Ritz | Chief Accounting Officer |
| <hr/> <i>/s/ Robert O. Stephenson</i> <hr/> Robert O. Stephenson | Sole Director, Officer of General Partner, Officer of Sole Member, Officer of Managing Trustee or Officer of Trustee |

EXHIBIT LIST

| Exhibit No. | Exhibit |
|--------------------|--|
| 3.0 | Amended and Restated Bylaws, as amended as of January 16, 2007. (Incorporated by reference to Exhibit 3.1 to the Company's Form S-11, filed on January 29, 2007) |
| 3.1 | Articles of Amendment and Restatement of Omega Healthcare Investors, Inc. (Incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on June 14, 2010) |
| 3.2 | Form of Articles of Incorporation for each of the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Maryland: (Incorporated by reference to Exhibit 3.2 to the Company's Form S-4 filed with the SEC on August 10, 2010) Arizona Lessor—Infinia, Inc. Colorado Lessor—Conifer, Inc. Florida Lessor—Meadowview, Inc. Georgia Lessor—Bonterra/Parkview, Inc. Texas Lessor—Stonegate GP, Inc. Texas Lessor—Stonegate, Limited, Inc. Washington Lessor—Silverdale, Inc. |
| 3.3 | Form of Bylaws for each of the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Maryland: (Incorporated by reference to Exhibit 3.46 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004) Arizona Lessor—Infinia, Inc. Colorado Lessor—Conifer, Inc. Florida Lessor—Meadowview, Inc. Georgia Lessor—Bonterra/Parkview, Inc. Indiana Lessor—Wellington Manor, Inc. Texas Lessor—Stonegate GP, Inc. Texas Lessor—Stonegate, Limited, Inc. Washington Lessor—Silverdale, Inc. |
| 3.4 | Intentionally Deleted. |
| 3.5 | Articles of Incorporation of Pavillion North Partners, Inc., incorporated in Pennsylvania (Incorporated by reference to Exhibit 3.5 to the Company's Form S-4 filed with the SEC on August 10, 2010) |
| 3.6 | Articles of Incorporation of Pavillion Nursing Center North, Inc., incorporated in Pennsylvania. (Incorporated by reference to Exhibit 3.6 to the Company's Form S-4 filed with the SEC on August 10, 2010) |
| 3.7 | Form of Bylaws for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Pennsylvania: (Incorporated by reference to Exhibit 3.7 to the Company's Form S-4 filed with the SEC on August 10, 2010) Pavillion North Partners, Inc. Pavillion Nursing Center North, Inc. |
| 3.8 | Intentionally Deleted. |
| 3.9 | Intentionally Deleted. |
| 3.10 | Intentionally Deleted. |
| 3.11 | Intentionally Deleted. |
| 3.12 | Form of Articles of Incorporation for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Colorado: (Incorporated by reference to Exhibit 3.12 to the Company's Form S-4 filed with the SEC on August 10, 2010) Bayside Colorado Healthcare Associates, Inc. |
| 3.13 | Form of Bylaws for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Colorado: (Incorporated by reference to Exhibit 3.13 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004) Bayside Colorado Healthcare Associates, Inc. |
| 3.14 | Intentionally Deleted. |
| 3.15 | Intentionally Deleted. |
| 3.16 | Certificate of Incorporation of Bayside Street II, Inc. (Incorporated by reference to Exhibit 3.16 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004) |
| 3.17 | Bylaws of Bayside Street II, Inc. (Incorporated by reference to Exhibit 3.17 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004) |
| 3.18 | Articles of Incorporation of Bayside Street, Inc. (Incorporated by reference to Exhibit 3.18 to the Company's Form S-4 filed with the SEC on August 10, 2010) |

- 3.19 Bylaws of Bayside Street, Inc. (Incorporated by reference to Exhibit 3.49 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.20 Form of Articles of Incorporation for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Ohio: (Incorporated by reference to Exhibit 3.20 to the Company's Form S-4 filed with the SEC on August 10, 2010)
Canton Health Care Land, Inc.
Hutton I Land, Inc.
Hutton II Land, Inc.
Hutton III Land, Inc.
Leatherman 90-1, Inc.
Meridian Arms Land, Inc.
St. Mary's Properties, Inc.
- 3.21 Intentionally Deleted.
- 3.22 Intentionally Deleted.
- 3.23 Form of Articles of Incorporation for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Ohio: (Incorporated by reference to Exhibit 3.23 to the Company's Form S-4 filed with the SEC on August 10, 2010)
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
- 3.24 Articles of Incorporation of Orange Village Care Center, Inc. (Incorporated by reference to Exhibit 3.24 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.25 Articles of Incorporation of The Suburban Pavilion, Inc. (Incorporated by reference to Exhibit 3.25 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.26 Articles of Incorporation of Dixon Health Care Center, Inc. (Incorporated by reference to Exhibit 3.26 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.27 Form of Bylaws for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Ohio: (Incorporated by reference to Exhibit 3.27 to the Company's Form S-4 filed with the SEC on August 10, 2010)
Canton Health Care Land, Inc.
Dixon Health Care Center, Inc.
Hutton I Land, Inc.
Hutton II Land, Inc.
Hutton III Land, Inc.
Leatherman 90-1, Inc.
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
Meridian Arms Land, Inc.
Orange Village Care Center, Inc.
St. Mary's Properties, Inc.
The Suburban Pavilion, Inc.
- 3.28 Partnership Agreement for Texas Lessor—Stonegate, L.P. (Incorporated by reference to Exhibit 3.59 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.29 Intentionally Deleted.
- 3.30 Intentionally Deleted.
- 3.31 Intentionally Deleted.
- 3.32 Intentionally Deleted.
- 3.33 Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Ohio: (Incorporated by reference to Exhibit 3.83 to the Company's Form S-4, filed with the SEC on February 24, 2006)
Colonial Gardens, LLC
Wilcare, LLC
- 3.34 Intentionally Deleted.
- 3.35 Form of Operating Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Ohio: (Incorporated by reference to Exhibit 3.85 to the Company's Form S-4, filed with the SEC on February 24, 2006)
Colonial Gardens, LLC
Wilcare, LLC

Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.36 to the Company's Form S-4 filed with the SEC on August 10, 2010)

CSE Albany LLC
CSE Amarillo LLC
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 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 Jeffersonville-Hillcrest Center LLC
CSE Jeffersonville-Jennings House LLC
CSE Kingsport LLC
CSE Lake City LLC
CSE Lake Worth LLC
CSE Lakewood LLC
CSE Las Vegas LLC
CSE Lawrenceburg LLC
CSE Lexington Park LLC
CSE Lexington Park Realty LLC
CSE Ligonier LLC
CSE Live Oak 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 Winter Haven LLC
CSE Yorktown LLC

Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.37 to the Company's Form S-4 filed with the SEC on August 10, 2010)

CSE Albany LLC
CSE Amarillo LLC
CSE Augusta LLC
CSE Bedford 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 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 Jeffersonville-Hillcrest Center LLC
CSE Jeffersonville-Jennings House LLC
CSE Kingsport LLC
CSE Lake City LLC
CSE Lake Worth LLC
CSE Lakewood LLC
CSE Las Vegas LLC
CSE Lawrenceburg LLC
CSE Lexington Park Realty LLC
CSE Ligonier LLC
CSE Live Oak 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 Winter Haven LLC
CSE Yorktown LLC

- 3.38 Second Amended and Restated Limited Liability Company Agreement for CSE Cambridge LLC (Incorporated by reference to Exhibit 3.38 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.39 Second Amended and Restated Limited Liability Company Agreement for CSE Elkton LLC (Incorporated by reference to Exhibit 3.39 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.40 Second Amended and Restated Limited Liability Company Agreement for CSE Lexington Park LLC (Incorporated by reference to Exhibit 3.40 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.41 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.41 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- CSE Blountville LLC
 - CSE Bolivar LLC
 - CSE Camden LLC
 - CSE Denver Iliff LLC
 - CSE Fairhaven LLC
 - CSE Huntingdon LLC
 - CSE Jefferson City LLC
 - CSE Memphis LLC
 - CSE Ripley LLC
 - CSE Texarkana LLC
 - CSE West Point LLC
 - CSE Whitehouse LLC
- 3.42 Certificate of Formation of Carnegie Gardens LLC. (Incorporated by reference to Exhibit 3.42 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.43 Certificate of Formation of CSE Marianna Holdings LLC. (Incorporated by reference to Exhibit 3.43 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.44 Certificate of Formation of Panama City Nursing Center LLC. (Incorporated by reference to Exhibit 3.44 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.45 Certificate of Formation of Skyler Maitland LLC. (Incorporated by reference to Exhibit 3.45 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.46 Form of Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.46 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- Carnegie Gardens LLC
 - CSE Blountville LLC
 - CSE Bolivar LLC
 - CSE Camden LLC
 - CSE Denver Iliff LLC
 - CSE Fairhaven LLC
 - CSE Huntingdon LLC
 - CSE Jefferson City LLC
 - CSE Marianna Holdings LLC.
 - CSE Memphis LLC
 - CSE Ripley LLC
 - CSE Texarkana LLC
 - CSE West Point LLC
 - CSE Whitehouse LLC
 - Panama City Nursing Center LLC
 - Skyler Maitland LLC

- 3.47 Form of Certificate of Limited Partnership for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.47 to the Company's Form S-4 filed with the SEC on August 10, 2010)
 CSE Arden L.P.
 CSE King L.P.
 CSE Knightdale L.P.
 CSE Lenoir L.P.
 CSE Walnut Cove L.P.
 CSE Woodfin L.P.
- 3.48 Form of Second Amended and Restated Limited Partnership Agreement for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.48 to the Company's Form S-4 filed with the SEC on August 10, 2010)
 CSE Arden L.P.
 CSE King L.P.
 CSE Knightdale L.P.
 CSE Lenoir L.P.
 CSE Walnut Cove L.P.
 CSE Woodfin L.P.
- 3.49 Certificate of Formation for CSE Casablanca Holdings LLC (Incorporated by reference to Exhibit 3.49 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.50 Amended and Restated Limited Liability Company Agreement for CSE Casablanca Holdings LLC (Incorporated by reference to Exhibit 3.50 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.51 Certificate of Formation for CSE Casablanca Holdings II LLC (Incorporated by reference to Exhibit 3.51 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.52 Amended and Restated Limited Liability Company Agreement for CSE Casablanca Holdings II LLC (Incorporated by reference to Exhibit 3.52 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.53 Amendment to Certificate of Trust for CSE Centennial Village †
- 3.54 Trust Agreement for CSE Centennial Village (Incorporated by reference to Exhibit 3.54 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.55 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.55 to the Company's Form S-4 filed with the SEC on August 10, 2010)
 CSE Corpus North LLC
 CSE Jacinto City LLC
 CSE Kerrville LLC
 CSE Ripon LLC
 CSE Spring Branch LLC
 CSE The Village LLC
 CSE Williamsport LLC
- 3.56 Certificate of Formation for Desert Lane LLC (Incorporated by reference to Exhibit 3.56 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.57 Certificate of Formation of North Las Vegas LLC (Incorporated by reference to Exhibit 3.57 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.58 Form of Second Amended and Restated Limited Liability Company Agreement for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.58 to the Company's Form S-4 filed with the SEC on August 10, 2010)
 CSE Corpus North LLC
 CSE Jacinto City LLC
 CSE Kerrville LLC
 CSE Ripon LLC
 CSE Spring Branch LLC
 CSE The Village LLC
 CSE Williamsport LLC
 Desert Lane LLC
 North Las Vegas LLC
- 3.59 Intentionally Deleted.

- 3.60 Intentionally Deleted.
- 3.61 Amendment to Certificate of Trust for CSE Pennsylvania Holdings †
- 3.62 Trust Agreement for CSE Pennsylvania Holdings (Incorporated by reference to Exhibit 3.62 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.63 Form of Articles of Organization for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland: (Incorporated by reference to Exhibit 3.50 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
Delta Investors I, LLC
Delta Investors II, LLC
- 3.64 Form of Operating Agreement for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland: (Incorporated by reference to Exhibit 3.51 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
Delta Investors I, LLC
Delta Investors II, LLC
- 3.65 Articles of Organization for Florida Real Estate Company, LLC (Incorporated by reference to Exhibit 3.65 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.66 Second Amended and Restated Operating Agreement for Florida Real Estate Company, LLC (Incorporated by reference to Exhibit 3.66 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.67 Intentionally Deleted.
- 3.68 Intentionally Deleted.
- 3.69 Intentionally Deleted.
- 3.70 Intentionally Deleted.
- 3.71 Intentionally Deleted.
- 3.72 Intentionally Deleted.
- 3.73 Intentionally Deleted.
- 3.74 Intentionally Deleted.
- 3.75 Form of Articles of Incorporation for each of the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Indiana (Incorporated by reference to Exhibit 3.75 to the Company's Form S-4 filed with the SEC on August 10, 2010)
OHI (Indiana), Inc.
- 3.76 Form of Bylaws for each of the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Indiana: (Incorporated by reference to Exhibit 3.35 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
OHI (Indiana), Inc.
- 3.77 Certificate of Formation of NRS Ventures, LLC (Incorporated by reference to Exhibit 3.77 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.78 Limited Liability Company Agreement for NRS Ventures, LLC (Incorporated by reference to Exhibit 3.78 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.79 Certificate of Incorporation of OHI (Connecticut), Inc. (Incorporated by reference to Exhibit 3.14 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.80 Bylaws of OHI (Connecticut), Inc. (Incorporated by reference to Exhibit 3.15 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.81 Intentionally Deleted.
- 3.82 Intentionally Deleted.
- 3.83 Articles of Incorporation of OHI (Illinois), Inc. (Incorporated by reference to Exhibit 3.30 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.84 Bylaws of OHI (Illinois), Inc. (Incorporated by reference to Exhibit 3.31 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.85 Articles of Incorporation of OHI (Iowa), Inc. (Incorporated by reference to Exhibit 3.137 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on October 13, 2010)
- 3.86 Bylaws of OHI (Iowa), Inc. (Incorporated by reference to Exhibit 3.37 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.87 Intentionally Deleted.
- 3.88 Intentionally Deleted.
- 3.89 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.18 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
OHI Asset (CA), LLC
OHI Asset (FL), LLC

- OHI Asset (ID), LLC
OHI Asset (LA), LLC
OHI Asset (MO), LLC
OHI Asset (OH), LLC
OHI Asset (OH) Lender, LLC
OHI Asset (PA), LLC
OHI Asset (TX), LLC
OHI Asset, LLC
- 3.90 Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors formed in the state of Delaware: (Incorporated by reference to Exhibit 3.19 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
OHI Asset (CA), LLC
OHI Asset (FL), LLC
OHI Asset (ID), LLC
OHI Asset (MO), LLC
OHI Asset (OH), LLC
OHI Asset (OH) Lender, LLC
OHI Asset (PA), LLC
OHI Asset (TX), LLC
OHI Asset, LLC
- 3.90A Amended and Restated Limited Liability Company Agreement of OHI Asset (LA), LLC (Incorporated by reference to Exhibit 3.90A to the Company's Form S-4 filed with the SEC on March 4, 2011)
- 3.91 Certificate of Formation of OHI Asset (CO), LLC (Incorporated by reference to Exhibit 3.91 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.92 Limited Liability Company Agreement for OHI Asset (CO), LLC (Incorporated by reference to Exhibit 3.92 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.93 Certificate of Formation of OHI Asset (CT) Lender, LLC (Incorporated by reference to Exhibit 3.71 to the Company's Form S-4, filed with the SEC on February 24, 2006)
- 3.94 Limited Liability Company Agreement for OHI Asset (CT) Lender, LLC (Incorporated by reference to Exhibit 3.72 to the Company's Form S-4, filed with the SEC on February 24, 2006)
- 3.95 Certificate of Formation of OHI Asset (IL), LLC (Incorporated by reference to Exhibit 3.95 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.96 Limited Liability Company Agreement for OHI Asset (IL), LLC (Incorporated by reference to Exhibit 3.96 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.97 Certificate of Trust for OHI Asset (PA) Trust. (Incorporated by reference to Exhibit 3.73 to the Company's Form S-4 filed with the SEC on December 21, 2004)
- 3.98 Declaration of Trust for OHI Asset (PA) Trust (Incorporated by reference to Exhibit 3.74 to the Company's Form S-4 filed with the SEC on December 21, 2004)
- 3.99 Intentionally Deleted.
- 3.100 Intentionally Deleted.
- 3.101 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors formed in the state of Delaware: (Incorporated by reference to Exhibit 3.101 to the Company's Form S-4 filed with the SEC on August 10, 2010)
OHI Asset CSB LLC
OHI Asset CSE-E, LLC
OHI Asset CSE-U, LLC
- 3.102 Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors formed in the state of Delaware: (Incorporated by reference to Exhibit 3.102 to the Company's Form S-4 filed with the SEC on August 10, 2010)
OHI Asset CSB LLC
OHI Asset CSE-E, LLC
OHI Asset CSE-U, LLC
- 3.103 Intentionally Deleted.
- 3.104 Intentionally Deleted.
- 3.105 Certificate of Formation of OHI Asset II (CA), LLC (Incorporated by reference to Exhibit 3.105 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.106 Limited Liability Company Agreement for OHI Asset II (CA), LLC (Incorporated by reference to Exhibit 3.106 to the Company's Form S-4 filed with the SEC on August 10, 2010)

- 3.107 Certificate of Formation of OHI Asset II (FL), LLC (Incorporated by reference to Exhibit 3.107 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.108 Limited Liability Company Agreement for OHI Asset II (FL), LLC (Incorporated by reference to Exhibit 3.108 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.109 Form of Certificate of Trust for the following subsidiaries of Omega Healthcare Investors formed in the State of Maryland: (Incorporated by reference to Exhibit 3.109 to the Company's Form S-4 filed with the SEC on August 10, 2010)
OHI Asset II (PA) Trust
OHI Asset III (PA) Trust
- 3.110 Form of Declaration of Trust for the following subsidiaries of Omega Healthcare Investors formed in the State of Maryland: (Incorporated by reference to Exhibit 3.74 to the Company's Form S-4, filed with the SEC on February 24, 2006)
OHI Asset II (PA) Trust
OHI Asset III (PA) Trust
- 3.111 Certificate of Trust for OHI Asset IV (PA) Silver Lake Trust (Incorporated by reference to Exhibit 3.111 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.112 Declaration of Trust for OHI Asset IV (PA) Silver Lake Trust (Incorporated by reference to Exhibit 3.112 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.113 Intentionally Deleted.
- 3.114 Intentionally Deleted.
- 3.115 Intentionally Deleted.
- 3.116 Intentionally Deleted.
- 3.117 Articles of Incorporation of OHI Tennessee, Inc. (Incorporated by reference to Exhibit 3.117 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.118 Bylaws of OHI Tennessee, Inc. (Incorporated by reference to Exhibit 3.118 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.119 Articles of Organization of OHIMA, Inc. (Incorporated by reference to Exhibit 3.119 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.120 Bylaws of OHIMA, Inc. (Incorporated by reference to Exhibit 3.61 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.121 Intentionally Deleted.
- 3.122 Intentionally Deleted.
- 3.123 Articles of Incorporation of Omega TRS I, Inc. (Incorporated by reference to Exhibit 3.123 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.124 Bylaws of Omega TRS I, Inc. (Incorporated by reference to Exhibit 3.57 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
- 3.125 Form of Articles of Incorporation for each of the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Kentucky: (Incorporated by reference to Exhibit 3.125 to the Company's Form S-4 filed with the SEC on August 10, 2010)
Sterling Acquisition Corp.
- 3.126 Form of Bylaws for each of the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Kentucky: (Incorporated by reference to Exhibit 3.44 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
Sterling Acquisition Corp.
- 3.127 Certificate of Limited Partnership for Pavillion North, LLP (Incorporated by reference to Exhibit 3.127 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.128 Partnership Agreement for Pavillion North, LLP (Incorporated by reference to Exhibit 3.128 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.129 Intentionally Deleted.
- 3.130 Intentionally Deleted.
- 3.131 Certificate of Formation for Greenbough LLC (Incorporated by reference to Exhibit 3.131 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.132 Certificate of Formation for LAD I Real Estate Company, LLC (Incorporated by reference to Exhibit 3.132 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.133 Certificate of Formation for Suwanee, LLC (Incorporated by reference to Exhibit 3.133 to the Company's Form S-4 filed with the SEC on August 10, 2010)

- 3.134 Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. incorporated in the state of Delaware: (Incorporated by reference to Exhibit 3.134 to the Company's Form S-4 filed with the SEC on August 10, 2010)
Greenbough LLC
LAD I Real Estate Company, LLC
Suwanee, LLC
- 3.135 Certificate of Formation for Texas Lessor – Stonegate, LP (Incorporated by reference to Exhibit 3.135 to the Company's Form S-4 filed with the SEC on August 10, 2010)
- 3.136 Certificate of Formation for OHI Asset (MI), LLC (Incorporated by reference to Exhibit 3.136 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on October 13, 2010)
- 3.137 Limited Liability Company Agreement for OHI Asset (MI), LLC (Incorporated by reference to Exhibit 3.137 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on October 13, 2010)
- 3.138 Certificate of Formation for OHI Asset (FL) Lender, LLC (Incorporated by reference to Exhibit 3.138 to the Company's Form S-4 filed with the SEC on March 4, 2011)
- 3.139 Limited Liability Company Agreement of OHI Asset (FL) Lender, LLC (Incorporated by reference to Exhibit 3.139 to the Company's Form S-4 filed with the SEC on March 4, 2011)
- 3.140 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.140 to the Company's Form S-4 filed with the SEC on July 3, 2012)
CFG 2115 Woodstock Place LLC
OHI Asset HUD CFG, LLC
OHI Asset HUD SF, LLC
OHI Asset (IN) Greensburg, LLC
OHI Asset (IN) Indianapolis, LLC
OHI Asset (IN) Wabash, LLC
OHI Asset (IN) Westfield, LLC
- 3.141 Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.141 to the Company's Form S-4 filed with the SEC on July 3, 2012)
OHI Asset HUD CFG, LLC
OHI Asset HUD SF, LLC
OHI Asset (IN) Greensburg, LLC
OHI Asset (IN) Indianapolis, LLC
OHI Asset (IN) Wabash, LLC
OHI Asset (IN) Westfield, LLC
- 3.142 Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Michigan: (Incorporated by reference to Exhibit 3.142 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
1200 Ely Street Holdings Co. LLC
42235 County Road Holdings Co. LLC
- 3.143 Limited Liability Company Agreement for 1200 Ely Street Holdings Co. LLC (Incorporated by reference to Exhibit 3.143 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
- 3.144 Limited Liability Company Agreement for 42235 County Road Holdings Co. LLC (Incorporated by reference to Exhibit 3.144 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
- 3.145 Articles of Organization for 2425 Teller Avenue, LLC (Incorporated by reference to Exhibit 3.145 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
- 3.146 Amended and Restated Operating Agreement for 2425 Teller Avenue, LLC (Incorporated by reference to Exhibit 3.146 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
- 3.147 Articles of Organization for 48 High Point Road, LLC (Incorporated by reference to Exhibit 3.147 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
- 3.148 Amended and Restated Operating Agreement for 48 High Point Road, LLC (Incorporated by reference to Exhibit 3.148 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
- 3.149 Amended and Restated Articles of Organization of Encanto Senior Care, LLC †
- 3.150 Amended and Restated Operating Agreement of Encanto Senior Care, LLC †

- 3.151 Form of Restated Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state California: †
 13922 Cerise Avenue, LLC
 245 East Wilshire Avenue, LLC
 3806 Clayton Road, LLC
 523 Hayes Lane, LLC
 637 East Romie Lane, LLC
- 3.152 Form of Amended and Restated Operating Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of California: †
 13922 Cerise Avenue, LLC
 245 East Wilshire Avenue, LLC
 3806 Clayton Road, LLC
 523 Hayes Lane, LLC
 637 East Romie Lane, LLC
- 3.153 Certificate of Formation of CSE Pine View LLC †
- 3.154 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: †
 OHI Asset (AR) Ash Flat, LLC
 OHI Asset (AR) Camden, LLC
 OHI Asset (AR) Conway, LLC
 OHI Asset (AR) Des Arc, LLC
 OHI Asset (AR) Hot Springs, LLC
 OHI Asset (AR) Malvern, LLC
 OHI Asset (AR) Mena, LLC
 OHI Asset (AR) Pocahontas, LLC
 OHI Asset (AR) Sheridan, LLC
 OHI Asset (AR) Walnut Ridge, LLC
 OHI Asset (FL) Lake Placid, LLC
 OHI Asset (IN) American Village, LLC
 OHI Asset (IN) Anderson, LLC
 OHI Asset (IN) Beech Grove, LLC
 OHI Asset (IN) Clarksville, LLC
 OHI Asset (IN) Clinton, LLC
 OHI Asset (IN) Crown Point, LLC
 OHI Asset (IN) Eagle Valley, LLC
 OHI Asset (IN) Elkhart, LLC
 OHI Asset (IN) Forest Creek, LLC
 OHI Asset (IN) Fort Wayne, LLC
 OHI Asset (IN) Franklin, LLC
 OHI Asset (IN) Jasper, LLC
 OHI Asset (IN) Kokomo, LLC
 OHI Asset (IN) Lafayette, LLC
 OHI Asset (IN) Madison, LLC
 OHI Asset (IN) Monticello, LLC
 OHI Asset (IN) Noblesville, LLC
 OHI Asset (IN) Rosewalk, LLC
 OHI Asset (IN) Salem, LLC
 OHI Asset (IN) Seymour, LLC
 OHI Asset (IN) Spring Mill, LLC
 OHI Asset (IN) Terre Haute, LLC
 OHI Asset (IN) Zionsville, LLC
 OHI Asset (MD), LLC
 OHI Asset (MI) Heather Hills, LLC
 OHI Asset (TX) Hondo, LLC
 OHI Asset HUD Delta, LLC
 OHI Asset HUD SF CA, LLC
 OHI Asset HUD WO, LLC
 OHI Asset RO, LLC
 OHI Mezz Lender, LLC

- 3.155 Certificate of Formation of OHI Asset (AZ) Austin House, LLC †
- 3.156 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: †
- OHI Asset RO PMM Services, LLC
 - OHI Asset (GA) Macon, LLC
 - OHI Asset (SC) Greenville, LLC
 - OHI Asset (SC) Orangeburg, LLC
 - OHI Asset (WV) Danville, LLC
 - OHI Asset (WV) Ivydale, LLC
- 3.157 Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: †
- OHI Asset (GA) Moultrie, LLC
 - OHI Asset (GA) Snellville, LLC
 - OHI Asset (ID) Holly, LLC
 - OHI Asset (ID) Midland, LLC
 - OHI Asset (IN) Connersville, LLC
 - OHI Asset (MS) Byhalia, LLC
 - OHI Asset (MS) Cleveland, LLC
 - OHI Asset (MS) Clinton, LLC
 - OHI Asset (MS) Columbia, LLC
 - OHI Asset (MS) Corinth, LLC
 - OHI Asset (MS) Greenwood, LLC
 - OHI Asset (MS) Grenada, LLC
 - OHI Asset (MS) Holly Springs, LLC
 - OHI Asset (MS) Indianola, LLC
 - OHI Asset (MS) Natchez, LLC
 - OHI Asset (MS) Picayune, LLC
 - OHI Asset (MS) Vicksburg, LLC
 - OHI Asset (MS) Yazoo City, LLC
 - OHI Asset (NC) Wadesboro, LLC
 - OHI Asset (OR) Portland, LLC
 - OHI Asset (SC) Aiken, LLC
 - OHI Asset (SC) Anderson, LLC
 - OHI Asset (SC) Easley Anne, LLC
 - OHI Asset (SC) Easley Crestview, LLC
 - OHI Asset (SC) Edgefield, LLC
 - OHI Asset (SC) Greenville Griffith, LLC
 - OHI Asset (SC) Greenville Laurens, LLC
 - OHI Asset (SC) Greenville North, LLC
 - OHI Asset (SC) Greer, LLC
 - OHI Asset (SC) Marietta, LLC
 - OHI Asset (SC) McCormick, LLC
 - OHI Asset (SC) Pickens East Cedar, LLC
 - OHI Asset (SC) Pickens Rosemond, LLC
 - OHI Asset (SC) Piedmont, LLC
 - OHI Asset (SC) Simpsonville SE Main, LLC
 - OHI Asset (SC) Simpsonville West Broad, LLC
 - OHI Asset (SC) Simpsonville West Curtis, LLC
 - OHI Asset (TN) Bartlett, LLC
 - OHI Asset (TN) Collierville, LLC
 - OHI Asset (TN) Memphis, LLC
 - OHI Asset (TX) Anderson, LLC
 - OHI Asset (TX) Bryan, LLC
 - OHI Asset (TX) Burleson, LLC
 - OHI Asset (TX) College Station, LLC
 - OHI Asset (TX) Comfort, LLC
 - OHI Asset (TX) Diboll, LLC
 - OHI Asset (TX) Granbury, LLC
 - OHI Asset (TX) Italy, LLC
 - OHI Asset (TX) Winnsboro, LLC
 - OHI Asset (UT) Ogden, LLC

OHI Asset (UT) Provo, LLC
OHI Asset (UT) Roy, LLC
OHI Asset (VA) Charlottesville, LLC
OHI Asset (VA) Farmville, LLC
OHI Asset (VA) Hillsville, LLC
OHI Asset (VA) Rocky Mount, LLC
OHI Asset (WA) Battle Ground, LLC
3.158 Amended and Restated Limited Liability Company Agreement of CSE Pine View LLC †
3.159 Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed
in the state of Delaware: †
OHI Asset (AR) Ash Flat, LLC
OHI Asset (AR) Camden, LLC
OHI Asset (AR) Conway, LLC
OHI Asset (AR) Des Arc, LLC
OHI Asset (AR) Hot Springs, LLC
OHI Asset (AR) Malvern, LLC
OHI Asset (AR) Mena, LLC
OHI Asset (AR) Pocahontas, LLC
OHI Asset (AR) Sheridan, LLC
OHI Asset (AR) Walnut Ridge, LLC
OHI Asset (AZ) Austin House, LLC
OHI Asset (FL) Lake Placid, LLC
OHI Asset (GA) Macon, LLC
OHI Asset (GA) Moultrie, LLC
OHI Asset (GA) Snellville, LLC
OHI Asset (ID) Holly, LLC
OHI Asset (ID) Midland, LLC
OHI Asset (IN) American Village, LLC
OHI Asset (IN) Anderson, LLC
OHI Asset (IN) Beech Grove, LLC
OHI Asset (IN) Clarksville, LLC
OHI Asset (IN) Clinton, LLC
OHI Asset (IN) Connersville, LLC
OHI Asset (IN) Crown Point, LLC
OHI Asset (IN) Eagle Valley, LLC
OHI Asset (IN) Elkhart, LLC
OHI Asset (IN) Forest Creek, LLC
OHI Asset (IN) Fort Wayne, LLC
OHI Asset (IN) Franklin, LLC
OHI Asset (IN) Jasper, LLC
OHI Asset (IN) Kokomo, LLC
OHI Asset (IN) Lafayette, LLC
OHI Asset (IN) Madison, LLC
OHI Asset (IN) Monticello, LLC
OHI Asset (IN) Noblesville, LLC
OHI Asset (IN) Rosewalk, LLC
OHI Asset (IN) Salem, LLC
OHI Asset (IN) Seymour, LLC
OHI Asset (IN) Spring Mill, LLC
OHI Asset (IN) Terre Haute, LLC
OHI Asset (IN) Zionsville, LLC
OHI Asset (MD), LLC
OHI Asset (MI) Heather Hills, LLC
OHI Asset (MS) Byhalia, LLC
OHI Asset (MS) Cleveland, LLC
OHI Asset (MS) Clinton, LLC
OHI Asset (MS) Columbia, LLC
OHI Asset (MS) Corinth, LLC
OHI Asset (MS) Greenwood, LLC
OHI Asset (MS) Grenada, LLC

OHI Asset (MS) Holly Springs, LLC
OHI Asset (MS) Indianola, LLC
OHI Asset (MS) Natchez, LLC
OHI Asset (MS) Picayune, LLC
OHI Asset (MS) Vicksburg, LLC
OHI Asset (MS) Yazoo City, LLC
OHI Asset (NC) Wadesboro, LLC
OHI Asset (OR) Portland, LLC
OHI Asset (SC) Aiken, LLC
OHI Asset (SC) Anderson, LLC
OHI Asset (SC) Easley Anne, LLC
OHI Asset (SC) Easley Crestview, LLC
OHI Asset (SC) Edgefield, LLC
OHI Asset (SC) Greenville Griffith, LLC
OHI Asset (SC) Greenville Laurens, LLC
OHI Asset (SC) Greenville North, LLC
OHI Asset (SC) Greenville, LLC
OHI Asset (SC) Greer, LLC
OHI Asset (SC) Marietta, LLC
OHI Asset (SC) McCormick, LLC
OHI Asset (SC) Orangeburg, LLC
OHI Asset (SC) Pickens East Cedar, LLC
OHI Asset (SC) Pickens Rosemond, LLC
OHI Asset (SC) Piedmont, LLC
OHI Asset (SC) Simpsonville SE Main, LLC
OHI Asset (SC) Simpsonville West Broad, LLC
OHI Asset (SC) Simpsonville West Curtis, LLC
OHI Asset (TN) Bartlett, LLC
OHI Asset (TN) Collierville, LLC
OHI Asset (TN) Memphis, LLC
OHI Asset (TX) Anderson, LLC
OHI Asset (TX) Bryan, LLC
OHI Asset (TX) Burleson, LLC
OHI Asset (TX) College Station, LLC
OHI Asset (TX) Comfort, LLC
OHI Asset (TX) Diboll, LLC
OHI Asset (TX) Granbury, LLC
OHI Asset (TX) Hondo, LLC
OHI Asset (TX) Italy, LLC
OHI Asset (TX) Winnsboro, LLC
OHI Asset (UT) Ogden, LLC
OHI Asset (UT) Provo, LLC
OHI Asset (UT) Roy, LLC
OHI Asset (VA) Charlottesville, LLC
OHI Asset (VA) Farmville, LLC
OHI Asset (VA) Hillsville, LLC
OHI Asset (VA) Rocky Mount, LLC
OHI Asset (WA) Battle Ground, LLC
OHI Asset (WV) Danville, LLC
OHI Asset (WV) Ivydale, LLC
OHI Asset HUD Delta, LLC
OHI Asset HUD SF CA, LLC
OHI Asset HUD WO, LLC
OHI Asset RO PMM Services, LLC
OHI Asset RO, LLC
OHI Mezz Lender, LLC

3.160

Form of Restated Articles of Incorporation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Florida: †
Pensacola Real Estate Holdings I, Inc.
Pensacola Real Estate Holdings V, Inc.

| | |
|-------|---|
| 3.161 | Form of Restated Articles of Incorporation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Florida: † Pensacola Real Estate Holdings II, Inc. Pensacola Real Estate Holdings III, Inc. Pensacola Real Estate Holdings IV, Inc. |
| 3.162 | Restated Articles of Incorporation of Skyler Pensacola, Inc. † |
| 3.163 | Form of Bylaws for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Florida: † Pensacola Real Estate Holdings I, Inc. Pensacola Real Estate Holdings II, Inc. Pensacola Real Estate Holdings III, Inc. Pensacola Real Estate Holdings IV, Inc. Pensacola Real Estate Holdings V, Inc. Skyler Pensacola, Inc. |
| 3.164 | Form of Restated Articles of Incorporation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Mississippi: † Dixie White House Nursing Home, Inc. Ocean Springs Nursing Home, Inc. Skyler Boyington, Inc. Skyler Florida, Inc. |
| 3.165 | Form of Bylaws for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Mississippi: † Dixie White House Nursing Home, Inc. Ocean Springs Nursing Home, Inc. Skyler Boyington, Inc. Skyler Florida, Inc. |
| 3.166 | First Amendment to Amended and Restated Limited Liability Company Agreement of CFG 2115 Woodstock Place LLC † |
| 4.1 | Indenture, dated as of March 11, 2014, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, related to the 4.950% Senior Notes due 2024, including the Form of 4.950% 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 March 11, 2014). |
| 4.1A | First Supplemental Indenture, dated as of June 27, 2014, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, relating to the 4.950% Senior Notes due 2024 (Incorporated by reference to Exhibit 4.4 to the Company's Quarterly Report on Form 10-Q, filed on August 6, 2014). |
| 5.1 | Opinion of Bryan Cave LLP. † |
| 5.2 | Opinion of Robinson & Cole LLP † |
| 5.3 | Opinion of Akerman LLP † |
| 5.4 | Opinion of Ice Miller LLP † |
| 5.5 | Opinion of Baudino Law Group, PLC † |
| 5.6 | Opinion of Wyatt, Tarrant & Combs, LLP † |
| 5.7 | Opinion of Partridge, Snow & Hahn LLP † |
| 5.8 | Opinion of Miller, Johnson, Snell & Cumiskey, P.L.C. † |
| 5.9 | Opinion of Dinsmore & Shohl LLP † |
| 5.10 | Opinion of Montgomery, McCracken, Walker & Rhoads, LLP † |
| 5.11 | Opinion of Butler Snow, LLP † |
| 8.1 | Opinion of Bryan Cave LLP regarding certain tax matters † |
| 12.1 | Ratio of Earnings to Fixed Charges. (Incorporated by reference to Exhibit 12.1 to the Company's Annual Report on Form 10-K, filed on February 11, 2014) |
| 21 | Subsidiaries of Omega Healthcare Investors, Inc. † |
| 23.1 | Consent of Ernst & Young LLP with respect to Omega Healthcare Investors, Inc. audited financial statements † |
| 23.3 | Consent of Bryan Cave LLP (included in Exhibit 5.1) |
| 24 | Power of Attorney (included on Signature Page) |
| 25 | Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank National Association † |
| 99.1 | Form of Letter of Transmittal relating to 4.950% Senior Notes due 2024 † |
| 99.2 | Form of Notice of Guaranteed Delivery † |
| 99.3 | Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees † |
| 99.4 | Form of Letter to Clients † |

† Filed herewith.

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:37 PM 04/23/2014
FILED 06:09 PM 04/23/2014
SRV 140509763 - 4171518 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF TRUST
OF
CSE CENTENNIAL VILLAGE

Pursuant to Title 12, Section 3810(b) of the Delaware Statutory Trust Act, the undersigned Trust executed the following Certificate of Amendment:

1. Name. The Name of the Statutory Trust is **CSE Centennial Village** (the "**Trust**").
2. Delaware Trustee. The Certificate of Trust of the Trust is hereby amended by changing the name and principal place of business address of the Delaware trustee of the Trust to the following:

CSC Trust Company of Delaware
2711 Centerville Road, Suite 210
Wilmington, Delaware 19808
(New Castle County)

3. Effective Date. This Certificate of Amendment to Certificate of Trust shall be effective upon its filing with the Secretary of State of Delaware.

[SIGNATURE PAGE FOLLOWS]

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:37 PM 04/23/2014
FILED 06:10 PM 04/23/2014
SRV 140509768 – 4171388 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF TRUST
OF
CSE PENNSYLVANIA HOLDINGS**

Pursuant to Title 12, Section 3810(b) of the Delaware Statutory Trust Act, the undersigned Trust executed the following Certificate of Amendment:

1. Name. The Name of the Statutory Trust is **CSE Pennsylvania Holdings** (the "**Trust**").

2. Delaware Trustee. The Certificate of Trust of the Trust is hereby amended by changing the name and principal place of business address of the Delaware trustee of the Trust to the following:

CSC Trust Company of Delaware
2711 Centerville Road, Suite 210
Wilmington, Delaware 19808
(New Castle County)

3. Effective Date. This Certificate of Amendment to Certificate of Trust shall be effective upon its filing with the Secretary of State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to Certificate of Trust in accordance with Section 3811(a)(2) of the Act.

CSE PENNSYLVANIA HOLDINGS, a Delaware
Statutory Trust

By: **OHI ASSET (PA), LLC**, a Delaware
limited liability company, its Managing
Trustee

By: /s/ Robert O. Stephenson
Robert O. Stephenson
Chief Financial Officer and
Treasurer

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF AMENDMENT

Read the Instructions L015i

1. **ENTITY NAME** - give the exact name of the LLC as currently shown in A.C.C. records:

Encanto Senior Care, LLC

2. **A.C.C. FILE NUMBER:** **L-1138693-0**

NUMBER:

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND COMPLETE THE REQUESTED INFORMATION FOR THAT CHANGE.

3. **ENTITY NAME CHANGE** - type or print the exact NEW name of the LLC in the space below:

4. **MEMBERS CHANGE (CHANGE IN MEMBERS)** - *see Instructions L015i* - **Use one block per person** - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS - **in a separate block**, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Members form L044.

| | | | | | | | |
|---|-------------------|-----------|--------------|---|-------------------|-----------|--------------|
| | | | | The DMG Family LLC | | | |
| Name currently shown in ACC records OHI Asset HUD SF, LLC | | | | Name currently shown in ACC records | | | |
| NEW Name 200 International Circle, Suite 3500 | | | | NEW Name 439 N. Bedford Dr. | | | |
| Address 1 | | | | Address 1 | | | |
| Address 2 (optional) Hunt Valley | | MD | 21030 | Address 2 (optional) Beverly Hills | | CA | 90210 |
| City | State or Province | | Zip | City | State or Province | | Zip |
| UNITED STATES | | | | UNITED STATES | | | |
| Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change | | | | Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change | | | |
| <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member | | | | <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member | | | |
| | | | | | | | |
| The Lebowitz Family LLC | | | | | | | |
| Name currently shown in ACC records | | | | Name currently shown in ACC records | | | |
| NEW Name 439 N. Bedford Dr. | | | | NEW Name | | | |
| Address 1 | | | | Address 1 | | | |
| Address 2 (optional) Beverly Hills | | CA | 90210 | Address 2 (optional) | | | |
| City | State or Province | | Zip | City | State or Province | | Zip |
| UNITED STATES | | | | | | | |
| Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change | | | | Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change | | | |
| <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member | | | | <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member | | | |

5. **MANAGERS CHANGE (CHANGE IN MANAGERS)** — Use one block per person - FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (new name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Managers form L043.

| | | | | | |
|--|-------------------|-----|--|-------------------|-----|
| Name currently shown in ACC records | | | Name currently shown in ACC records | | |
| NEW Name | | | NEW Name | | |
| Address 1 | | | Address 1 | | |
| Address 2 (optional) | | | Address 2 (optional) | | |
| City | State or Province | Zip | City | State or Province | Zip |
| Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change | | | Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change | | |
| <input type="checkbox"/> Add as member <input type="checkbox"/> Remove member | | | <input type="checkbox"/> Add as member <input type="checkbox"/> Remove member | | |

6. **MANAGEMENT STRUCTURE CHANGE** - *see Instructions L015i* - check only one box below and follow instructions:
 CHANGING TO MANAGER-MANAGED LLC - complete and attach the Manager Structure Attachment form L040. The filing will be rejected if it is submitted without the attachment.
 CHANGING TO MEMBER-MANAGED LLC - complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

7. **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - *see Instructions L015i*:

| | | | | | |
|--|-------|-----|--|-------|-----|
| 7.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent: | | | 7.2 OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box): | | |
| CT Corporation System | | | | | |
| Statutory Agent Name (required) | | | | | |
| Attention (optional) 2390 East Camelback Road | | | Attention (optional) | | |
| Address 1 | | | Address 1 | | |
| Address 2 (optional) | | AZ | 85016 | | |
| City Phoenix | State | Zip | City | State | Zip |
| 7.3 REQUIRED - the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with these Articles of Amendment. | | | | | |

8. **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT** - complete 8.1 and/or 8.2:

| | | | | | |
|---|-------|-----|--|-------|-----|
| 8.1 NEW physical or street address (not a P. O. Box) in Arizona of the existing statutory agent: | | | 8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box): | | |
| Attention (optional) | | | Attention (optional) | | |
| Address 1 | | | Address 1 | | |
| Address 2 (optional) | | | Address 2 (optional) | | |
| City | State | Zip | City | State | Zip |

9. **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:**

9.1 Is the NEW Arizona known place of business address the same as the street address of the statutory agent?

- Yes - go to number 10 and continue
- No - go to number 9.2 and continue

9.2 If you answered "No" to number 9.1, give the **NEW physical or street address** (not a P.O. Box) of the known place of business of the LLC in Arizona:

| | | |
|----------------------|-------------------|-----|
| | | |
| Attention (optional) | | |
| Address 1 | | |
| Address 2 (optional) | | |
| City | State or Province | Zip |
| Country | | |

10. **DURATION CHANGE** - check one to indicate the **NEW** duration or life period of the LLC:

- Perpetual
- The LLC's life period will end on this date: _____ (enter a date - mm/dd/yy)
- The LLC's life period will end upon the occurrence of this event: _____

(describe an event)

11. **ENTITY TYPE CHANGE** - if changing entity type, check one and follow instructions:

- Changing to a PROFESSIONAL LLC - number 12 must also be completed.
- Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. **PROFESSIONAL SERVICES CHANGE** - describe the **NEW** type of professional services the professional LLC will render:

13. **OTHER AMENDMENT** - if an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the LLC's written amendment.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

ACCEPT

| | | |
|---------------------|-----------------|-----------------|
| /s/ Daniel J. Booth | Daniel J. Booth | 11/30/2012 |
| Signature | Printed Name | Date (mm/dd/yy) |

REQUIRED - check only one and fill in the corresponding blank if signing for an entity:

| | |
|--|---|
| <input type="checkbox"/> This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity manager named: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"> </div> | <input checked="" type="checkbox"/> This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">OHI Asset HUD SF, LLC</div> |
|--|---|

| | |
|--|--|
| Filing Fee: \$25.00 (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are nonrefundable - see Instructions. | Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100 |
|--|--|

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are public records and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002i

1. **ENTITY NAME** - give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:
Encanto Senior Care, LLC

 2. **A.C.C. FILE NUMBER:** (If entity is already incorporated or registered in AZ): L-1138693-0
 Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

 3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):
C T Corporation System
- 3.1 **Check one box:** The statutory agent is an **Individual** (natural person).
 The statutory agent is an **Entity**.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

| | | |
|-----------------------|--|------------|
| /s/ Virginia G. Flock | Virginia G. Flock, Assistant Secretary | 12/07/2012 |
| Signature | Printed Name | Date |

REQUIRED – check only one:

| | |
|---|--|
| <input type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual | <input checked="" type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity. |
|---|--|

| | |
|--|---|
| Filing Fee: none (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are nonrefundable - see Instructions. | Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100 |
|--|---|

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
 All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
ENCANTO SENIOR CARE, LLC**

Encanto Senior Care, LLC hereby amends and restates its Articles of Organization, which were originally filed on June 23, 2004, as follows:

1. The name of the limited liability company (the "Company") is:

"Encanto Senior Care, LLC

2. The address of the registered offices of the Company in Maricopa County, Arizona is 16601 North 40th Street, Suite 110, Phoenix, Arizona 85014.

3. The name and business address of the Company's agent for service of process in the State of Arizona are:

CT Corporation System
2394 E. Camelback Road
Phoenix, AZ 85016

4. The duration of the Company shall continue until the first to occur of: (a) the dissolution of the Company as provided in Article IX of its Operating Agreement, or (b) December 31, 2065.

5. Management of the Company is reserved to the Members. The name and business address of each Member are:

The DMG Family LLC
439 N. Bedford Drive
Beverly Hills, CA 90210

The Lebowitz Family LLC
439 N. Bedford Drive
Beverly Hills, CA 90210

S&R Encanto Palms, LLC
16601 N. 40th Street, Suite 110
Phoenix, AZ 85032

Encanto Senior Care, LLC

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
Page 1 of 2

DATED: August 12, 2009

THE DMG Family LLC,
a Delaware limited liability company

By: /s/ Steven D. Lebowitz

Steven D. Lebowitz
Its: Manager

DATED: August 12, 2009

The Lebowitz Family LLC,
a Delaware limited liability company

By: /s/ Daniel M. Gottlieb

Daniel M. Gottlieb
Its: Manager

DATED: August 12, 2009

S&R Encanto Palms, LLC,
an Arizona limited liability company

By: /s/ Colleen Sweet

Colleen Sweet
Its: Manager

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned, having been designated to act as Statutory Agent of Ridgecrest Senior Care, LLC, hereby consents to act in that capacity until removed or its resignation is submitted in accordance with the Arizona Revised Statutes.

DATED: August 14, 2009

CT CORPORATION SYSTEM
a Delaware corporation

By: /s/ Virginia G. Flock

Print Name: Virginia G. Flock

Its: Special Assistant Secretary

Encanto Senior Care, LLC

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
Page 2 of 2

AMENDED AND RESTATED OPERATING AGREEMENT
OF
ENCANTO SENIOR CARE, LLC

This Amended and Restated Operating Agreement (the "Agreement") of ENCANTO SENIOR CARE, LLC (the "Company"), is entered into as of November 30, 2012 by OHI ASSET HUD SF, LLC, a Delaware limited liability company (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the Arizona Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, G&L SENIOR CARE PROPERTIES, LLC, a Nevada limited liability company, and S&R RIDGECREST, LLC, an Arizona limited liability company (together, the "Exiting Members"), entered into an Operating Agreement governing the governance of the Company (the "Existing Agreement");

WHEREAS, the Member is acquiring the interest of the Exiting Members in the Company, and wishes to amend the Existing Agreement in accordance with the terms hereof;

WHEREAS, the Member hereby constitutes the Company as a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereto hereby agrees as follows:

Section 1. Name. The name of the limited liability company is ENCANTO SENIOR CARE, LLC.

Section 2. Existence. The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act.

Section 3. Principal Business Office. The principal business office of the Company shall be located at 200 International Circle, Suite 3500, Hunt Valley, MD 21030.

Section 4. Member. The mailing address of the Member is set forth on Schedule A attached hereto. Upon its execution of a counterpart signature page to this Agreement, OHI Asset HUD SF, LLC is hereby admitted to the Company as the sole member of the Company.

Section 5. Purposes. The Company has been formed for the purposes of (a) acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, and acquiring and making loans secured by, real property and personal property and all rights and interests in any manner appertaining or incidental thereto, and (b) engaging in any lawful business, action or activity in which a limited liability company organized pursuant to the Act may engage.

Section 6. Powers. The Company, and the Member and the Officers on behalf of the Company, (a) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (b) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 7. Management. In accordance with the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Arizona. The Member has the authority to bind the Company within the meaning of the Act.

Section 8. Officers.

(a) Officers. The Member may, from time to time, designate one or more persons to be officers of the Company (each an “Officer”). Any Officer so designated shall have such title and authority and perform such duties as the Member may, from time to time, delegate to them; provided, however, that except as otherwise delegated by the Member, the Officers shall have such authority and perform such duties as officers with similar titles of business corporations organized under the general corporation law of the State of Arizona. Each Officer shall hold office for the term for which such Officer is designated and until its qualified successor shall be duly designated or until such officer's death, resignation or removal as provided herein. Any Officer may be removed as such, with or without cause, by the Member at any time. Any Officer may resign at any time upon written notice to the Company. Such resignation shall be in writing and shall take effect at the time specified therein or, if no time is specified therein, at the time the Member receives such written resignation. The initial Officers of the Company designated by the Member are listed on Schedule B attached hereto. The Member may from time to time by resolution authorize a person who is not an Officer to act on behalf of the Company and to execute and/or attest documents as an authorized representative of the Company, subject to such specific authority and such specific limitations as the Member shall in its sole discretion determine and as shall be set forth in the resolution, and such person shall have such title as shall be set forth in the resolution. The action of such person taken in accordance with the authority granted to such person in the resolution shall bind the Company, and such person shall have the same fiduciary duty of loyalty and care as the Officers.

(b) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, the actions of the Officers taken in accordance with such powers shall bind the Company.

(c) Duties of Officers. Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of business corporations organized under the general corporation law of the State of Arizona.

Section 9. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member of the Company.

Section 10. Capital Contributions. The Member has contributed to the Company property of an agreed value as listed on Schedule A attached hereto.

Section 11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time at its sole discretion. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule A of this Agreement. The provisions of this Agreement, including this Section 13, are intended to benefit the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company and the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any other provision of this Agreement, the Company shall not be required to make a distribution to the Member on account of its limited liability company interests in the Company if such distribution would violate the Act or any other applicable law.

Section 14. Exculpation and Indemnification.

(a) Neither the Member nor any Officer, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 14 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be finally determined that the Covered Person is not entitled to be indemnified as authorized in this Section 14.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 14 shall survive any termination of this Agreement.

Section 15. Resignation. The Member has the right to resign from the Company at any time.

Section 16. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the occurrence of any event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act, or (ii) the entry of a decree of judicial dissolution under the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree (x) to continue the Company and (y) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Articles of Organization shall have been canceled in the manner required by the Act.

(e) Upon the cancellation of the Articles of Organization by the filing of a certificate of cancellation or otherwise in accordance with the Act, this Agreement shall terminate.

Section 17. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Operating Agreement.

MEMBER:

OHI ASSET HUD SF, LLC

By: /s/ Daniel J. Booth
Name: Daniel J. Booth
Title: Chief Operating Officer

SCHEDULE A

Member

| <u>Name</u> | <u>Mailing Address</u> | <u>Agreed Value of Capital Contribution</u> | <u>Membership Interest</u> |
|-----------------------|---|---|--------------------------------|
| OHI Asset HUD SF, LLC | 200 International Circle Suite 3500 Hunt Valley, MD 21030 | \$1.00 | 100% |

SCHEDULE B

OFFICERS

TITLE

C. Taylor Pickett

President and Chief Executive
Officer

Daniel J. Booth

Chief Operating Officer and
Secretary

Make check/money order payable to: **Secretary of State**
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off
Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814

Corporations Code §§ 17051, 17052, 17054
LLC-10 (REV 01/2013)

2013 California Secretary of State
www.sos.ca.gov/business/be

AMENDED AND RESTATED OPERATING AGREEMENT
OF
[NAME], LLC

This Amended and Restated Operating Agreement (the "Agreement") of [NAME], LLC (the "Company"), is entered into as of November 30, 2012 by OHI ASSET HUD SF CA, LLC, a Delaware limited liability company (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the California Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, the prior member or members of the Company (the "Exiting Members") entered into an Operating Agreement governing the governance of the Company (the "Existing Agreement");

WHEREAS, the Member is acquiring the interest of the Exiting Members in the Company, and wishes to amend the Existing Agreement in accordance with the terms hereof;

WHEREAS, the Member hereby constitutes the Company as a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereto hereby agrees as follows:

Section 1. Name. The name of the limited liability company is [NAME], LLC.

Section 2. Existence. The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act.

Section 3. Principal Business Office. The principal business office of the Company shall be located at 200 International Circle, Suite 3500, Hunt Valley, MD 21030.

Section 4. Member. The mailing address of the Member is set forth on Schedule A attached hereto. Upon its execution of a counterpart signature page to this Agreement, OHI Asset HUD SF CA, LLC is hereby admitted to the Company as the sole member of the Company.

Section 5. Purposes. The Company has been formed for the purposes of (a) acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, and acquiring and making loans secured by, real property and personal property and all rights and interests in any manner appertaining or incidental thereto, and (b) engaging in any lawful business, action or activity in which a limited liability company organized formed pursuant to the Act may engage.

Section 6. Powers. The Company, and the Member and the Officers on behalf of the Company, (a) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (b) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 7. Management. In accordance with the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of California. The Member has the authority to bind the Company within the meaning of the Act.

Section 8. Officers.

(a) Officers. The Member may, from time to time, designate one or more persons to be officers of the Company (each an “Officer”). Any Officer so designated shall have such title and authority and perform such duties as the Member may, from time to time, delegate to them; provided, however, that except as otherwise delegated by the Member, the Officers shall have such authority and perform such duties as officers with similar titles of business corporations organized under the general corporation law of the State of California. Each Officer shall hold office for the term for which such Officer is designated and until its qualified successor shall be duly designated or until such officer’s death, resignation or removal as provided herein. Any Officer may be removed as such, with or without cause, by the Member at any time. Any Officer may resign at any time upon written notice to the Company. Such resignation shall be in writing and shall take effect at the time specified therein or, if no time is specified therein, at the time the Member receives such written resignation. The initial Officers of the Company designated by the Member are listed on Schedule B attached hereto. The Member may from time to time by resolution authorize a person who is not an Officer to act on behalf of the Company and to execute and/or attest documents as an authorized representative of the Company, subject to such specific authority and such specific limitations as the Member shall in its sole discretion determine and as shall be set forth in the resolution, and such person shall have such title as shall be set forth in the resolution. The action of such person taken in accordance with the authority granted to such person in the resolution shall bind the Company, and such person shall have the same fiduciary duty of loyalty and care as the Officers.

(b) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company’s business and, the actions of the Officers taken in accordance with such powers shall bind the Company.

(c) Duties of Officers. Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of business corporations organized under the general corporation law of the State of California.

Section 9. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member of the Company.

Section 10. Capital Contributions. The Member has contributed to the Company property of an agreed value as listed on Schedule A attached hereto.

Section 11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time at its sole discretion. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule A of this Agreement. The provisions of this Agreement, including this Section 13, are intended to benefit the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company and the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any other provision of this Agreement, the Company shall not be required to make a distribution to the Member on account of its limited liability company interests in the Company if such distribution would violate the Act or any other applicable law.

Section 14. Exculpation and Indemnification.

(a) Neither the Member nor any Officer, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 14 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be finally determined that the Covered Person is not entitled to be indemnified as authorized in this Section 14.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 14 shall survive any termination of this Agreement.

Section 15. Resignation. The Member has the right to resign from the Company at any time.

Section 16. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the occurrence of any event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act, or (ii) the entry of a decree of judicial dissolution under the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree (x) to continue the Company and (y) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Articles of Organization shall have been canceled in the manner required by the Act.

(e) Upon the cancellation of the Articles of Organization by the filing of a certificate of cancellation or otherwise in accordance with the Act, this Agreement shall terminate.

Section 17. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Operating Agreement.

MEMBER:

OHI ASSET HUD SF CA, LLC

By: /s/ Daniel J. Booth

Name: Daniel J. Booth

Title: Chief Operating Officer

SCHEDULE A

Member

| Name | Mailing Address | Agreed Value of Capital Contribution | Membership Interest |
|--------------------------|---|--|------------------------|
| OHI Asset HUD SF CA, LLC | 200 International Circle Suite 3500 Hunt Valley, MD 21030 | \$1.00 | 100% |

SCHEDULE B

OFFICERS

TITLE

C. Taylor Pickett

President and Chief Executive Officer

Daniel J. Booth

Chief Operating Officer and Secretary

**DELAWARE
CERTIFICATE OF FORMATION**

OF

CSE PINE VIEW LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6, Section 18-201 of the Delaware Limited Liability Company Act and the acts amendatory thereof and supplemental thereto) hereby certifies that:

1. NAME

The name of the limited liability company is CSE Pine View LLC (the "LLC").

2. REGISTERED OFFICE AND AGENT

The address of the LLC's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of the LLC's registered agent at such address is Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of CSE Pine View LLC this 18th day of August, 2006.

By: /s/ Steven A. Museles

Steven A. Museles
Authorized Person

**CERTIFICATE OF FORMATION
OF
[NAME], LLC**

This Certificate of Formation of [NAME], LLC, dated as of [DATE], is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, (6 Del.C. §§ 18-101, et seq.)

FIRST. The name of the limited liability company formed hereby is [NAME], LLC.

SECOND. The address of its registered office in the State of Delaware is [STREET ADDRESS], [CITY], [COUNTY] County, Delaware, [ZIP CODE]. The name of its registered agent at such address is [NAME].

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

[NAME]
Authorized Person

**CERTIFICATE OF FORMATION
OF
OHI ASSET (AZ) AUSTIN HOUSE, LLC**

This Certificate of Formation of OHI Asset (AZ) Austin House, LLC is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, (6 Del. C. §§ 18-101, et seq.)

FIRST. The name of the limited liability company formed hereby is OHI Asset (AZ) Austin House, LLC.

SECOND. The address of its registered office in the State of Delaware is c/o The Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation.

/s/ Mark E. Derwent

Mark E. Derwent
Authorized Person

**CERTIFICATE OF FORMATION
OF
[NAME], LLC**

This Certificate of Formation of [NAME], LLC is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, (6 Del. C. §§ 18-101, et seq.)

FIRST. The name of the limited liability company formed hereby is [NAME], LLC.

SECOND. The address of its registered office in the State of Delaware is [STREET ADDRESS], [CITY], [COUNTY] County, Delaware, [ZIP CODE]. The name of its registered agent at such address is [NAME].

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Mark E. Derwent

Mark E. Derwent
Authorized Person

**CERTIFICATE OF FORMATION
OF
[NAME], LLC**

This Certificate of Formation of [NAME], LLC is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, (6 Del. C. §§ 18-101, et seq.)

FIRST. The name of the limited liability company formed hereby is [NAME], LLC.

SECOND. The address of its registered office in the State of Delaware is [STREET ADDRESS], [CITY], [COUNTY] County, Delaware, [ZIP CODE]. The name of its registered agent at such address is [NAME].

[NAME]

Authorized Person

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
CSE PINE VIEW LLC

June 5, 2013

This Limited Liability Company Agreement (the "Agreement") of CSE PINE VIEW LLC (the "Company"), is entered into by OHI ASSET HUD DELTA, LLC, a Delaware limited liability company (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, there has heretofore been filed a Certificate of Formation with the Secretary of State of the State of Delaware to form the Company under and pursuant to the Act;

WHEREAS, Operating Agreement providing for the governance of the Company (the "Existing Agreement") has been entered into;

WHEREAS, the Member hereby constitutes the Company as a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereto hereby agrees to amend and restate the Existing Agreement in its entirety as follows:

Section 1. Name. The name of the limited liability company is CSE Pine View LLC.

Section 2. Principal Business Office. The principal business office of the Company shall be located at 200 International Circle, Suite 3500, Hunt Valley, MD 21030.

Section 3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

Section 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

CSE Pine View LLC – Limited Liability Company Agreement

Section 5. Member. The mailing address of the Member is set forth on Schedule A attached hereto. Upon its execution of a counterpart signature page to this Agreement, Omega Healthcare Investors, Inc. is hereby admitted to the Company as the sole member of the Company.

Section 6. Certificates. The Member or any Officer shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes. The Company has been formed for the purposes of (a) acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, and acquiring and making loans secured by, real property and personal property and all rights and interests in any manner appertaining or incidental thereto, and (b) engaging in any lawful business, action or activity in which a limited liability company organized formed pursuant to the Act may engage.

Section 8. Powers. The Company, and the Member and the Officers on behalf of the Company, (a) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (b) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company within the meaning of Section 18-402 of the Act.

Section 10. Officers.

(a) Officers. The Member may, from time to time, designate one or more persons to be officers of the Company (each an “Officer”). Any Officer so designated shall have such title and authority and perform such duties as the Member may, from time to time, delegate to them; provided, however, that except as otherwise delegated by the Member, the Officers shall have such authority and perform such duties as officers with similar titles of business corporations organized under the General Corporation Law of the State of Delaware. Each Officer shall hold office for the term for which such Officer is designated and until its qualified successor shall be duly designated or until such officer's death, resignation or removal as provided herein. Any Officer may be removed as such, with or without cause, by the Member at any time. Any Officer may resign at any time upon written notice to the Company. Such resignation shall be in writing and shall take effect at the time specified therein or, if no time is specified therein, at the time the Member receives such written resignation. The initial Officers of the Company designated by the Member are listed on Schedule B attached hereto. The Member may from time to time by resolution authorize a person who is not an Officer to act on behalf of the Company and to execute and/or attest documents as an authorized representative of the Company, subject to such specific authority and such specific limitations as the Member shall in its sole discretion determine and as shall be set forth in the resolution, and such person shall have such title as shall be set forth in the resolution. The action of such person taken in accordance with the authority granted to such person in the resolution shall bind the Company, and such person shall have the same fiduciary duty of loyalty and care as the Officers.

(b) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, the actions of the Officers taken in accordance with such powers shall bind the Company.

(c) Duties of Officers. Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of business corporations organized under the General Corporation Law of the State of Delaware.

Section 11. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member of the Company.

Section 12. Capital Contributions. The Member has contributed to the Company property of an agreed value as listed on Schedule A attached hereto.

Section 13. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time at its sole discretion. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule A of this Agreement. The provisions of this Agreement, including this Section 13, are intended to benefit the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company and the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 14. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 15. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any other provision of this Agreement, the Company shall not be required to make a distribution to the Member on account of its limited liability company interests in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law.

CSE Pine View LLC – Limited Liability Company Agreement

Section 16. Exculpation and Indemnification.

(a) Neither the Member nor any Officer, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 16 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be finally determined that the Covered Person is not entitled to be indemnified as authorized in this Section 16.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 16 shall survive any termination of this Agreement.

Section 17. Resignation. The Member has the right to resign from the Company at any time.

Section 18. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the occurrence of any event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act, or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree (x) to continue the Company and (y) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

(e) Upon the cancellation of the Certificate of Formation by the filing of a certificate of cancellation or otherwise in accordance with the Act, this Agreement shall terminate.

Section 19. Effectiveness. Pursuant to Section 18-201 (d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Office of the Delaware Secretary of State.

Section 20. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 22. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

CSE Pine View LLC – Limited Liability Company Agreement

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement.

MEMBER:

OHI ASSET HUD DELTA, LLC, a Delaware
limited liability company

By: /s/ Daniel J. Booth

Name: Daniel J. Booth

Title: Chief Operating Officer

CSE Pine View LLC – Limited Liability Company Agreement

SCHEDULE A

Member

| <u>Name</u> | <u>Mailing Address</u> | <u>Agreed Value of Capital Contribution</u> | <u>Membership Interest</u> |
|--------------------------|---|---|--------------------------------|
| OHI Asset HUD Delta, LLC | 200 International Circle Suite 3500 Hunt Valley, MD 21030 | \$1.00 | 100% |

OHI Asset HUD Delta, LLC – Limited Liability Company Agreement

SCHEDULE B

OFFICERS

C. Taylor Pickett

Daniel J. Booth

Robert O. Stephenson

Michael D. Ritz

Lee Crabill

Megan Krull

OHI Asset HUD Delta, LLC – Limited Liability Company Agreement

TITLE

President

Chief Operating Officer and Secretary

Chief Financial Officer and Treasurer

Vice President and Chief Accounting Officer

Vice President

Assistant Vice President and Assistant Treasurer

LIMITED LIABILITY COMPANY AGREEMENT
OF
[DATE], LLC

This Limited Liability Company Agreement (the "Agreement") of [DATE], LLC (the "Company"), is entered into as of [DATE] by [NAME], a [JURISDICTION/ENTITY TYPE] (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, there has heretofore been filed a Certificate of Formation with the Secretary of State of the State of Delaware to form the Company under and pursuant to the Act;

WHEREAS, the Member desires to form a limited liability company pursuant to the provisions of the Act;

WHEREAS, the Member hereby constitutes the Company as a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereto hereby agrees as follows:

Section 1. Name. The name of the limited liability company is [DATE], LLC.

Section 2. Principal Business Office. The principal business office of the Company shall be located at 200 International Circle, Suite 3500, Hunt Valley, MD 21030.

Section 3. Registered Office. The address of the registered office of the Company in the State of Delaware is [STREET ADDRESS], [CITY], [COUNTY] County, Delaware [ZIP CODE].

Section 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is [NAME], [STREET ADDRESS], [CITY], [COUNTY] County, Delaware [ZIP CODE].

Section 5. Member. The mailing address of the Member is set forth on Schedule A attached hereto. Upon its execution of a counterpart signature page to this Agreement, [NAME] is hereby admitted to the Company as the sole member of the Company.

Section 6. Certificates. [NAME] is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (such filing being hereby approved and ratified in all respects). Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, [NAME]'s powers as an "authorized person" ceased, and the Member and each Officer thereupon became a designated "authorized person" and shall continue as a designated "authorized person" within the meaning of the Act. The Member or any Officer shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes. The Company has been formed for the purposes of (a) acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, and acquiring and making loans secured by, real property and personal property and all rights and interests in any manner appertaining or incidental thereto, and (b) engaging in any lawful business, action or activity in which a limited liability company organized formed pursuant to the Act may engage.

Section 8. Powers. The Company, and the Member and the Officers on behalf of the Company, (a) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (b) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company within the meaning of Section 18-402 of the Act.

Section 10. Officers.

(a) Officers. The Member may, from time to time, designate one or more persons to be officers of the Company (each an “Officer”). Any Officer so designated shall have such title and authority and perform such duties as the Member may, from time to time, delegate to them; provided, however, that except as otherwise delegated by the Member, the Officers shall have such authority and perform such duties as officers with similar titles of business corporations organized under the General Corporation Law of the State of Delaware. Each Officer shall hold office for the term for which such Officer is designated and until its qualified successor shall be duly designated or until such officer’s death, resignation or removal as provided herein. Any Officer may be removed as such, with or without cause, by the Member at any time. Any Officer may resign at any time upon written notice to the Company. Such resignation shall be in writing and shall take effect at the time specified therein or, if no time is specified therein, at the time the Member receives such written resignation. The initial Officers of the Company designated by the Member are listed on Schedule B attached hereto. The Member may from time to time by resolution authorize a person who is not an Officer to act on behalf of the Company and to execute and/or attest documents as an authorized representative of the Company, subject to such specific authority and such specific limitations as the Member shall in its sole discretion determine and as shall be set forth in the resolution, and such person shall have such title as shall be set forth in the resolution. The action of such person taken in accordance with the authority granted to such person in the resolution shall bind the Company, and such person shall have the same fiduciary duty of loyalty and care as the Officers.

(b) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, the actions of the Officers taken in accordance with such powers shall bind the Company.

(c) Duties of Officers. Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of business corporations organized under the General Corporation Law of the State of Delaware.

Section 11. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member of the Company.

Section 12. Capital Contributions. The Member has contributed to the Company property of an agreed value as listed on Schedule A attached hereto.

Section 13. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time at its sole discretion. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule A of this Agreement. The provisions of this Agreement, including this Section 13, are intended to benefit the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company and the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 14. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

Section 15. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any other provision of this Agreement, the Company shall not be required to make a distribution to the Member on account of its limited liability company interests in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law.

Section 16. Exculpation and Indemnification.

(a) Neither the Member nor any Officer, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 16 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be finally determined that the Covered Person is not entitled to be indemnified as authorized in this Section 16.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 16 shall survive any termination of this Agreement.

Section 17. Resignation. The Member has the right to resign from the Company at any time.

Section 18. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the occurrence of any event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act, or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree (x) to continue the Company and (y) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

(e) Upon the cancellation of the Certificate of Formation by the filing of a certificate of cancellation or otherwise in accordance with the Act, this Agreement shall terminate.

Section 19. Effectiveness. Pursuant to Section 18-201 (d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Office of the Delaware Secretary of State.

Section 20. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 22. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement.

MEMBER:

[NAME], a [JURISDICTION/ENTITY TYPE]

By:

Name: [NAME]

Title: [TITLE]

SCHEDULE A

Member

| <u>Name</u> | <u>Mailing Address</u> | Agreed Value of <u>Capital</u> <u>Contribution</u> | Membership <u>Interest</u> |
|-------------|------------------------|--|-------------------------------|
| [NAME] | [ADDRESS] | \$1.00 | 100% |

SCHEDULE B

OFFICERS

TITLE

[NAME]

[TITLE]

B-1

**CERTIFICATE
REGARDING RESTATED
ARTICLES OF INCORPORATION
OF
[NAME], INC.**

To the Department of State
State of Florida

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the corporation hereinafter named (the “ **Corporation**”) does hereby amend and restate its Articles of Incorporation as heretofore amended.

1. The name of the Corporation is [NAME], Inc.
2. The text of the Restated Articles of Incorporation of the Corporation, as further amended hereby, is annexed hereto and made a part hereof.

CERTIFICATE

It is hereby certified that:

1. The annexed Restated Articles of Incorporation contains amendments to the Articles of Incorporation of the Corporation requiring shareholder approval.
2. The Articles of Incorporation of the Corporation are hereby amended in their entirety so as henceforth to read as set forth in the Amended and Restated Articles of Incorporation annexed hereto and made a part hereof.
3. The date of adoption of the aforesaid amendments was [DATE].
4. The aforesaid amendments were duly adopted by the written consent of the sole shareholder.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Restated Articles of Incorporation on this [DATE].

[NAME]
[TITLE]

**RESTATED
ARTICLES OF INCORPORATION
OF
[NAME], INC.**

**ARTICLE I
NAME**

The name of the corporation shall be [NAME], Inc.

**ARTICLE II
ADDRESS**

The address of the principal office of the Corporation and the mailing address of the Corporation are 200 International Circle #3500, Hunt Valley, MD 21030.

**ARTICLE III
CAPITAL STOCK**

The aggregate number of shares which the Corporation shall have authority to issue is Seven Thousand Five Hundred (7,500) shares of Common Stock, par value \$1.00 per share.

**ARTICLE IV
PURPOSE**

The Corporation is organized for the purpose of transacting any or all lawful business for corporations organized under the Florida Business Corporation Act.

* * *

**CERTIFICATE
REGARDING RESTATED
ARTICLES OF INCORPORATION
OF
[NAME], INC.**

To the Department of State
State of Florida

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the corporation hereinafter named (the “ **Corporation**”) does hereby amend and restate its Articles of Incorporation as heretofore amended.

1. The name of the Corporation is [NAME], Inc.
2. The text of the Restated Articles of Incorporation of the Corporation, as further amended hereby, is annexed hereto and made a part hereof.

CERTIFICATE

It is hereby certified that:

1. The annexed Restated Articles of Incorporation contains amendments to the Articles of Incorporation of the Corporation requiring shareholder approval.
2. The Articles of Incorporation of the Corporation are hereby amended in their entirety so as henceforth to read as set forth in the Restated Articles of Incorporation annexed hereto and made a part hereof.
3. The date of adoption of the aforesaid amendments was [DATE].
4. The aforesaid amendments were duly adopted by the written consent of the sole shareholder.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Restated Articles of Incorporation on this [DATE].

[NAME]
[TITLE]

**RESTATED
ARTICLES OF INCORPORATION
OF
[NAME], INC.**

**ARTICLE I
NAME**

The name of the corporation shall be [NAME], Inc.

**ARTICLE II
ADDRESS**

The address of the principal office of the Corporation and the mailing address of the Corporation are 200 International Circle #3500, Hunt Valley, MD 21030.

**ARTICLE III
CAPITAL STOCK**

The aggregate number of shares which the Corporation shall have authority to issue is Seven Thousand Five Hundred (7,500) shares of Common Stock, par value \$1.00 per share.

**ARTICLE IV
PURPOSE**

The Corporation is organized for the purpose of transacting any or all lawful business for corporations organized under the Florida Business Corporation Act.

* * *

**CERTIFICATE
REGARDING RESTATED
ARTICLES OF INCORPORATION
OF
SKYLER PENSACOLA, INC.**

To the Department of State
State of Florida

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the corporation hereinafter named (the "**Corporation**") does hereby amend and restate its Articles of Incorporation as heretofore amended.

1. The name of the Corporation is Skyler Pensacola, Inc.
2. The text of the Amended and Restated Articles of Incorporation of the Corporation, as further amended hereby, is annexed hereto and made a part hereof.

CERTIFICATE

It is hereby certified that:

1. The annexed Restated Articles of Incorporation contains amendments to the Articles of Incorporation of the Corporation requiring shareholder approval.
2. The Articles of Incorporation of the Corporation are hereby amended in their entirety so as henceforth to read as set forth in the Amended and Restated Articles of Incorporation annexed hereto and made a part hereof.
3. The date of adoption of the aforesaid amendments was June 5, 2013.
4. The aforesaid amendments were duly adopted by the written consent of the sole shareholder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Restated Articles of Incorporation on this 5th day of June, 2013.

/s/ Daniel J. Booth

Daniel J. Booth
Secretary

**RESTATED
ARTICLES OF INCORPORATION
OF
SKYLER PENSACOLA, INC.**

**ARTICLE I
NAME**

The name of the corporation shall be Skyler Pensacola, Inc.

**ARTICLE II
ADDRESS**

The address of the principal office of the Corporation and the mailing address of the Corporation are 200 International Circle #3500, Hunt Valley, MD 21030.

**ARTICLE III
CAPITAL STOCK**

The aggregate number of shares which the Corporation shall have authority to issue is Seven Thousand Five Hundred (7,500) shares of Common Stock, par value \$1.00 per share.

**ARTICLE IV
PURPOSE**

The Corporation is organized for the purpose of transacting any or all lawful business for corporations organized under the Florida Business Corporation Act.

* * *

AMENDED AND RESTATED BYLAWS

OF

[NAME], INC.

ARTICLE I
OFFICES

1.01 Principal Office. The principal office of the corporation shall be at such place within or outside the State of Florida as the Board of Directors shall determine from time to time.

1.02 Other Offices. The corporation also may have offices at such other places as the Board of Directors from time to time determines or the business of the corporation requires.

ARTICLE II
SEAL

2.01 Seal. The corporation may have a seal in such form as the Board of Directors may from time to time determine. The seal may be used by causing it or a facsimile to be impressed, affixed, reproduced or otherwise.

ARTICLE III
CAPITAL STOCK

3.01 Issuance of Shares. The shares of capital stock of the corporation shall be issued in such amounts, at such times, for such consideration and on such terms and conditions as the Board shall deem advisable, subject to the Articles of Incorporation and any requirements of the laws of the State of Florida.

3.02 Certificates for Shares. The shares of the corporation shall be represented by certificates signed by the Chairman of the Board, Vice Chairman of the Board, President, a Vice President, or other officer of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. A certificate representing shares shall state upon its face that the corporation is formed under the laws of the State of Florida, the name of the person to whom it is issued, the number and class of shares, and the designation of the series, if any, which the certificate represents and such other provisions as may be required by the laws of the State of Florida.

3.03 Transfer of Shares. The shares of the capital stock of the corporation are transferable only on the books of the corporation upon surrender of the certificate therefor, properly endorsed for transfer, and the presentation of such evidences of ownership and validity of the assignment as the corporation may require.

3.04 Registered Shareholders. The corporation shall be entitled to treat the person in whose name any share of stock is registered as the owner thereof for purposes of dividends and other distributions in the course of business, or in the course of recapitalization, consolidation, merger, reorganization, sale of assets, liquidation or otherwise and for the purpose of votes, approvals and consents by shareholders, and for the purpose of notices to shareholders, and for all other purposes whatever, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the corporation shall have notice thereof, save as expressly required by the laws of the State of Florida.

3.05 Lost or Destroyed Certificates. Upon the presentation to the corporation of a proper affidavit attesting the loss, destruction or mutilation of any certificate or certificates for shares of stock of the corporation, the Board of Directors shall direct the issuance of a new certificate or certificates to replace the certificates so alleged to be lost, destroyed or mutilated. The Board of Directors may require as a condition precedent to the issuance of new certificates a bond or agreement of indemnity, in such form and amount and with such sureties, or without sureties, as the Board of Directors may direct or approve.

ARTICLE IV
SHAREHOLDERS AND MEETINGS OF SHAREHOLDERS

4.01 Place of Meetings. All meetings of shareholders shall be held at the principal office of the corporation or at such other place as shall be determined by the Board of Directors and stated in the notice of meeting.

4.02 Annual Meeting. The annual meeting of the shareholders of the corporation shall be held on the last Monday of the fifth calendar month after the end of the corporation's fiscal year at 2 o'clock in the afternoon, or on such other date and at such other time as may be determined by the Board of Directors. Directors shall be elected at each annual meeting and such other business transacted as may come before the meeting.

4.03 Special Meetings. Special meetings of shareholders may be called by the Board of Directors, the Chairman of the Board (if such office is filled) or the President or Chief Executive Officer and shall be called by the President or Secretary at the written request of shareholders holding a majority of the shares of stock of the corporation outstanding and entitled to vote. The request shall state the purpose or purposes for which the meeting is to be called.

4.04 Notice of Meetings. Except as otherwise provided by statute, written notice of the time, place and purposes of a meeting of shareholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder of record entitled to vote at the meeting, either personally or by mailing such notice to his last address as it appears on the books of the corporation. No notice need be given of an adjourned meeting of the shareholders provided the time and place to which such meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment a new record date is fixed for the adjourned meeting a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice as provided in this Bylaw.

4.05 Record Dates. The Board of Directors may fix in advance a date as the record date for the purpose of determining shareholders entitled to notice of and to vote at a meeting of shareholders or an adjournment thereof, or to express consent or to dissent from a proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of a dividend or allotment of a right, or for the purpose of any other action. The date fixed shall not be more than 60 nor less than 10 days before the date of the meeting, nor more than 60 days before any other action. In such case only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting or adjournment thereof, or to express consent or to dissent from such proposal, or to receive payment of such dividend or to receive such allotment of rights, or to participate in any other action, as the case may be, notwithstanding any transfer of any stock on the books of the corporation, or otherwise, after any such record date. Nothing in this Bylaw shall affect the rights of a shareholder and his transferee or transferor as between themselves.

4.06 List of Shareholders. The Secretary of the corporation or the agent of the corporation having charge of the stock transfer records for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting or any adjournment thereof. The list shall be arranged alphabetically within each class and series, with the address of, and the number of shares held by, each shareholder; be produced at the time and place of the meeting; be subject to inspection by any shareholder during the whole time of the meeting; and be prima facie evidence as to who are the shareholders entitled to examine the list or vote at the meeting.

4.07 Quorum. Unless a greater or lesser quorum is required in the Articles of Incorporation or by the laws of the State of Florida, the shareholders present at a meeting in person or by proxy who, as of the record date for such meeting, were holders of a majority of the outstanding shares of the corporation entitled to vote at the meeting shall constitute a quorum at the meeting. Whether or not a quorum is present, a meeting of shareholders may be adjourned by a vote of the shares present in person or by proxy. When the holders of a class or series of shares are entitled to vote separately on an item of business, this Bylaw applies in determining the presence of a quorum of such class or series for transaction of such item of business.

4.08 Proxies. A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize other persons to act for the shareholder by proxy. A proxy shall be signed by the shareholder or the shareholder's authorized agent or representative and shall not be valid after the expiration of three years from its date unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the shareholder executing it except as otherwise provided by the laws of the State of Florida.

4.09 Voting. Each outstanding share is entitled to one vote on each matter submitted to a vote, unless otherwise provided in the Articles of Incorporation. Votes shall be cast in writing and signed by the shareholder or the shareholder's proxy. When an action, other than the election of directors, is to be taken by a vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote thereon, unless a greater vote is required by the Articles of Incorporation or by the laws of the State of Florida. Except as otherwise provided by the Articles of Incorporation, directors shall be elected by a plurality of the votes cast at any election.

ARTICLE V
DIRECTORS

5.01 Number. The business and affairs of the corporation shall be managed by a Board of not less than one nor more than seven directors as shall be fixed from time to time by the Board of Directors. The directors need not be residents of the State of Florida or shareholders of the corporation.

5.02 Election, Resignation and Removal. Directors shall be elected at each annual meeting of the shareholders, each to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified, or until the director's resignation or removal. A director may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or a subsequent time as set forth in the notice of resignation. A director or the entire Board of Directors may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of directors.

5.03 Vacancies. Vacancies in the Board of Directors occurring by reason of death, resignation, removal, increase in the number of directors or otherwise shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless filled by proper action of the shareholders of the corporation. Each person so elected shall be a director for a term of office continuing only until the next election of directors by the shareholders.

5.04 Annual Meeting. The Board of Directors shall meet each year immediately after the annual meeting of the shareholders, or within three (3) days of such time excluding Sundays and legal holidays if such later time is deemed advisable, at the place where such meeting of the shareholders has been held or such other place as the Board may determine, for the purpose of election of officers and consideration of such business that may properly be brought before the meeting; provided, that if less than a majority of the directors appear for an annual meeting of the Board of Directors the holding of such annual meeting shall not be required and the matters which might have been taken up therein may be taken up at any later special or annual meeting, or by consent resolution.

5.05 Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such times and places as the majority of the directors may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of all the directors. Special meetings of the Board may be called by the Chairman of the Board (if such office is filled) or the President and shall be called by the President or Secretary upon the written request of any two directors.

5.06 Notices. No notice shall be required for annual or regular meetings of the Board or for adjourned meetings, whether regular or special. Twenty-four hours written notice shall be given for special meetings of the Board, and such notice shall state the time, place and purpose or purposes of the meeting.

5.07 Quorum. A majority of the Board of Directors then in office, or of the members of a committee thereof, constitutes a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the acts of the Board or of the committee, except as a larger vote may be required by the laws of the State of Maryland. A member of the Board or of a committee designated by the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with the other participants. Participation in a meeting in this manner constitutes presence in person at the meeting.

5.08 Executive and Other Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, appoint two or more members of the Board as an executive committee to exercise all powers and authorities of the Board in management of the business and affairs of the corporation, except that the committee shall not have power or authority to (a) amend the Articles of Incorporation; (b) adopt an agreement of merger or consolidation; (c) recommend to shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; (d) recommend to shareholders a dissolution of the corporation or revocation of a dissolution; (e) amend these Bylaws; (f) fill vacancies in the Board; or (g) unless expressly authorized by the Board, declare a dividend or authorize the issuance of stock.

The Board of Directors from time to time may, by like resolution, appoint such other committees of two or more directors to have such authority as shall be specified by the Board in the resolution making such appointments. The Board of Directors may designate one or more directors as alternate members of any committee who may replace an absent or disqualified member at any meeting thereof.

5.09 Dissents. A director who is present at a meeting of the Board of Directors, or a committee thereof of which the director is a member, at which action on a corporate matter is taken is presumed to have concurred in that action unless the director's dissent is entered in the minutes of the meeting or unless the director files a written dissent to the action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation promptly after the adjournment of the meeting. Such right to dissent does not apply to a director who voted in favor of such action. A director who is absent from a meeting of the Board, or a committee thereof of which the director is a member, at which any such action is taken is presumed to have concurred in the action unless the director files a written dissent with the Secretary of the corporation within a reasonable time after the director has knowledge of the action.

5.10 Compensation. The Board of Directors, by affirmative vote of a majority of directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation of directors for services to the corporation as directors or officers.

ARTICLE VI
NOTICES, WAIVERS OF NOTICE AND MANNER OF ACTING

6.01 Notices. All notices of meetings required to be given to shareholders, directors or any committee of directors may be given by mail, telecopy, telegram, radiogram or cablegram to any shareholder, director or committee member at his last address as it appears on the books of the corporation. Such notice shall be deemed to be given at the time when the same shall be mailed or otherwise dispatched.

6.02 Waiver of Notice. Notice of the time, place and purpose of any meeting of shareholders, directors or committee of directors may be waived by telecopy, telegram, radiogram, cablegram or other writing, either before or after the meeting, or in such other manner as may be permitted by the laws of the State of Florida. Attendance of a person at any meeting of shareholders, in person or by proxy, or at any meeting of directors or of a committee of directors, constitutes a waiver of notice of the meeting except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6.03 Action Without a Meeting. Except as may be provided otherwise in the Articles of Incorporation for action to be taken by shareholders, any action required or permitted at any meeting of shareholders or directors or committee of directors may be taken without a meeting, without prior notice and without a vote, if all of the shareholders or directors or committee members entitled to vote thereon consent thereto in writing.

ARTICLE VII OFFICERS

7.01 Number. The Board of Directors shall elect or appoint a President, a Secretary and a Treasurer, and may select a Chairman of the Board, and one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries or Assistant Treasurers or other officers. Any two or more of the above offices, except those of President and Vice President, may be held by the same person. No officer shall execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law, the Articles of Incorporation or these Bylaws to be executed, acknowledged, or verified by more than one officer.

7.02 Term of Office, Resignation and Removal. An officer shall hold office for the term for which he is elected or appointed and until his successor is elected or appointed and qualified, or until his resignation or removal. An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time specified in the notice of resignation. An officer may be removed by the Board with or without cause. The removal of an officer shall be without prejudice to his contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

7.03 Vacancies. The Board of Directors may fill any vacancies in any office occurring for whatever reason.

7.04 Authority. All officers, employees and agents of the corporation shall have such authority and perform such duties in the conduct and management of the business and affairs of the corporation as may be designated by the Board of Directors and these Bylaws.

ARTICLE VIII
DUTIES OF OFFICERS

8.01 Chairman of the Board. The Chairman of the Board shall preside at all meetings of the shareholders and of the Board of Directors at which the Chairman is present. The Chairman shall be the Chief Executive Officer of the corporation. The Chairman shall see that all orders and resolutions of the Board are carried into effect and the Chairman shall have the general powers of supervision and management usually vested in the chief executive officer of a corporation, including the authority to vote all securities of other corporations and organizations held by the corporation.

8.02 President. The President shall be the Chief Executive Officer of the corporation and shall have the general powers of supervision and management over the day-to-day operations of the corporation. The President shall see that all orders and resolutions of the Board are carried into effect and shall be ex officio a member of all management committees. He may execute any documents in the name of the corporation and shall have such other powers and duties as may be prescribed by the Board.

8.03 Vice Presidents. The Vice Presidents, in order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors or the President may from time to time prescribe.

8.04 Secretary. The Secretary shall attend all meetings of the Board of Directors and of shareholders and shall record all votes and minutes of all proceedings in a book to be kept for that purpose, shall give or cause to be given notice of all meetings of the shareholders and of the Board of Directors, and shall keep in safe custody the seal of the corporation and, when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by the signature of the Secretary, or by the signature of the Treasurer or an Assistant Secretary. The Secretary may delegate any of the duties, powers and authorities of the Secretary to one or more Assistant Secretaries, unless such delegation is disapproved by the Board.

8.05 Treasurer. The Treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books of the corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall render to the President and directors, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the corporation. The Treasurer may delegate any of his or her duties, powers and authorities to one or more Assistant Treasurers unless such delegation is disapproved by the Board of Directors.

8.06 Assistant Secretaries and Treasurers. The Assistant Secretaries, in order of their seniority, shall perform the duties and exercise the powers and authorities of the Secretary in case of the Secretary's absence or disability. The Assistant Treasurers, in the order of their seniority, shall perform the duties and exercise the powers and authorities of the Treasurer in case of the Treasurer's absence or disability. The Assistant Secretaries and Assistant Treasurers shall also perform such duties as may be delegated to them by the Secretary and Treasurer, respectively, and also such duties as the Board of Directors may prescribe.

8.07 Other Offices. All other officers of the corporation shall have such authority and perform such duties in the conduct and management of the business and affairs of the corporation as may be designated by the Board of Directors and these Bylaws.

ARTICLE IX
SPECIAL CORPORATE ACTS

9.01 Orders for Payment of Money. All checks, drafts, notes, bonds, bills of exchange and orders for payment of money of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.02 Contracts and Conveyances. The Board of Directors of the corporation may in any instance designate the officer and/or agent who shall have authority to execute any contract, conveyance, mortgage or other instrument on behalf of the corporation, or may ratify or confirm any execution. When the execution of any instrument has been authorized without specification of the executing officers or agents, the Chairman of the Board, the President or any Vice President or Assistant Vice President, and the Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, may execute the same in the name and on behalf of this corporation and may affix the corporate seal thereto.

ARTICLE X
BOOKS AND RECORDS

10.01 Maintenance of Books and Records. The proper officers and agents of the corporation shall keep and maintain such books, records and accounts of the corporation's business and affairs, minutes of the proceedings of its shareholders, Board and committees, if any, and such stock ledgers and lists of shareholders, as the Board of Directors shall deem advisable, and as shall be required by the laws of the State of Maryland and other states or jurisdictions empowered to impose such requirements. Books, records and minutes may be kept within or without the State of Maryland in a place which the Board shall determine.

10.02 Reliance on Books and Records. In discharging his or her duties, a director or an officer of the corporation is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following: (a) one or more directors, officers, or employees of the corporation, or of a business organization under joint control or common control whom the director or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, public accountants, engineers, or other persons as to matters the director or officer reasonably believes are within the person's professional or expert competence, or (c) a committee of the Board of Directors of which he or she is not a member if the director or officer reasonably believes the Committee merits confidence. A director or officer is not entitled to rely on such information if he or she has knowledge concerning the matter in question that makes such reliance unwarranted.

ARTICLE XI
INDEMNIFICATION

11.01 Non-Derivative Actions. Subject to all of the other provisions of this Article XI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.02 Derivative Actions. Subject to all of the provisions of this Article XI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorneys' fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. However, indemnification shall not be made for any claim, issue or matter in which such person has been found liable to the corporation unless and only to the extent that the court in which such action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

11.03 Expenses of Defense. Any person entitled to indemnification under this Article XI shall be indemnified against expenses (including attorneys' fees) incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided by this Section 11.03.

11.04 Definitions. For the purposes of Sections 11.01 and 11.02, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation which imposes duties on, or involves services by, the director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" as referred to in Sections 11.01 and 11.02.

11.05 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this Article XI shall be a contract right, and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in Section 11.03 of these Bylaws, the corporation shall have no obligations under this Article XI to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board of Directors.

11.06 Determination That Indemnification is Proper. Any indemnification under Section 11.01 or 11.02 of these Bylaws (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 11.01 or 11.02, whichever is applicable. Such determination shall be made in any of the following ways:

(i) By a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit or proceeding.

(ii) If the quorum described in clause (i) above is not obtainable, then by a committee of directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two disinterested directors.

(iii) By independent legal counsel in a written opinion. Legal counsel for this purpose shall be chosen by the Board or its committee prescribed in clauses (i) or (ii), or if a quorum of the Board cannot be obtained under clause (i) and a committee cannot be designated under clause (ii), by the Board.

(iv) By the shareholders. Shares held by directors or officers who are parties or threatened to be made parties to the action, suit or proceeding may not be voted.

11.07 Proportionate Indemnity. If a person is entitled to indemnification under Section 11.01 or 11.02 of these Bylaws for a portion of expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

11.08 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 11.01 or 11.02 of these Bylaws shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding if the corporation receives from the person requesting such advance the following: (i) a written affirmation of the person's good faith belief that the person has met the applicable standard of conduct in Section 11.01 or 11.02 and (ii) a written undertaking by or on behalf of the person to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

11.09 Non-Exclusivity of Rights. The indemnification or advancement of expenses provided under this Article XI is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

11.10 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

11.11 Former Directors and Officers. The indemnification provided in this Article XI continues as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

11.12 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify the person against such liability under these Bylaws or the laws of the State of Maryland.

11.13 Changes in Law. In the event of any change of the statutory provisions applicable to the corporation relating to the subject matter of this Article XI, then the indemnification to which any person shall be entitled hereunder shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide prior to any such change. Subject to Section 11.14, the Board of Directors is authorized to amend these Bylaws to conform to any such changed statutory provisions.

11.14 Amendment or Repeal of Article XI. No amendment or repeal of this Article XI shall apply to or have any effect on any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE XII AMENDMENTS

12.01 Amendments. Subject to Section 11.14, the Bylaws of the corporation may be amended, altered or repealed, in whole or in part, by the shareholders or by the Board of Directors at any meeting duly held in accordance with these Bylaws, provided that notice of the meeting includes notice of the proposed amendment, alteration or repeal.

End of Bylaws

**CERTIFICATE
REGARDING RESTATED
ARTICLES OF INCORPORATION
OF
[NAME], INC.**

To the Secretary of State
State of Mississippi

Pursuant to the provisions of Section 79-4-10-07 of the Mississippi Business Corporation Act, the corporation hereinafter named (the “ **Corporation**”) does hereby amend and restate its Articles of Incorporation as heretofore amended.

1. The name of the Corporation is [NAME], Inc.
2. The text of the Restated Articles of Incorporation of the Corporation, as further amended hereby, is annexed hereto and made a part hereof.

CERTIFICATE

It is hereby certified that:

1 . The annexed Restated Articles of Incorporation contains amendments to the Articles of Incorporation of the Corporation requiring shareholder approval.

2 . The Articles of Incorporation of the Corporation are hereby amended in their entirety so as henceforth to read as set forth in the Restated Articles of Incorporation annexed hereto and made a part hereof.

3. The date of adoption of the aforesaid amendments was [DATE].

4 . The aforesaid amendments were duly adopted by the written consent of the sole shareholder in the manner required by the Mississippi Business Corporation Act and the Corporation’s articles of incorporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Restated Articles of Incorporation on this [DATE].

[NAME]
[TITLE]

**RESTATED
ARTICLES OF INCORPORATION
OF
[NAME], INC.**

1. The corporation is a profit corporation formed pursuant to the provisions of the Mississippi Business Corporation Act.

2. The name of the corporation shall be [NAME], Inc.

3 . The aggregate number of shares which the Corporation shall have authority to issue is Seven Thousand Five Hundred (7,500) shares of Common Stock, par value \$1.00 per share.

4 . The Corporation is organized for the purpose of transacting any or all lawful business for corporations organized under the Mississippi Business Corporation Act.

* * *

AMENDED AND RESTATED BYLAWS

OF

[NAME], INC.

ARTICLE I
OFFICES

1.01 Principal Office. The principal office of the corporation shall be at such place within or outside the State of Mississippi as the Board of Directors shall determine from time to time.

1.02 Other Offices. The corporation also may have offices at such other places as the Board of Directors from time to time determines or the business of the corporation requires.

ARTICLE II
SEAL

2.01 Seal. The corporation may have a seal in such form as the Board of Directors may from time to time determine. The seal may be used by causing it or a facsimile to be impressed, affixed, reproduced or otherwise.

ARTICLE III
CAPITAL STOCK

3.01 Issuance of Shares. The shares of capital stock of the corporation shall be issued in such amounts, at such times, for such consideration and on such terms and conditions as the Board shall deem advisable, subject to the Articles of Incorporation and any requirements of the laws of the State of Mississippi.

3.02 Certificates for Shares. The shares of the corporation shall be represented by certificates signed by the Chairman of the Board, Vice Chairman of the Board, President, a Vice President, or other officer of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. A certificate representing shares shall state upon its face that the corporation is formed under the laws of the State of Mississippi, the name of the person to whom it is issued, the number and class of shares, and the designation of the series, if any, which the certificate represents and such other provisions as may be required by the laws of the State of Mississippi.

3.03 Transfer of Shares. The shares of the capital stock of the corporation are transferable only on the books of the corporation upon surrender of the certificate therefor, properly endorsed for transfer, and the presentation of such evidences of ownership and validity of the assignment as the corporation may require.

3.04 Registered Shareholders. The corporation shall be entitled to treat the person in whose name any share of stock is registered as the owner thereof for purposes of dividends and other distributions in the course of business, or in the course of recapitalization, consolidation, merger, reorganization, sale of assets, liquidation or otherwise and for the purpose of votes, approvals and consents by shareholders, and for the purpose of notices to shareholders, and for all other purposes whatever, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the corporation shall have notice thereof, save as expressly required by the laws of the State of Mississippi.

3.05 Lost or Destroyed Certificates. Upon the presentation to the corporation of a proper affidavit attesting the loss, destruction or mutilation of any certificate or certificates for shares of stock of the corporation, the Board of Directors shall direct the issuance of a new certificate or certificates to replace the certificates so alleged to be lost, destroyed or mutilated. The Board of Directors may require as a condition precedent to the issuance of new certificates a bond or agreement of indemnity, in such form and amount and with such sureties, or without sureties, as the Board of Directors may direct or approve.

ARTICLE IV
SHAREHOLDERS AND MEETINGS OF SHAREHOLDERS

4.01 Place of Meetings. All meetings of shareholders shall be held at the principal office of the corporation or at such other place as shall be determined by the Board of Directors and stated in the notice of meeting.

4.02 Annual Meeting. The annual meeting of the shareholders of the corporation shall be held on the last Monday of the fifth calendar month after the end of the corporation's fiscal year at 2 o'clock in the afternoon, or on such other date and at such other time as may be determined by the Board of Directors. Directors shall be elected at each annual meeting and such other business transacted as may come before the meeting.

4.03 Special Meetings. Special meetings of shareholders may be called by the Board of Directors, the Chairman of the Board (if such office is filled) or the President or Chief Executive Officer and shall be called by the President or Secretary at the written request of shareholders holding a majority of the shares of stock of the corporation outstanding and entitled to vote. The request shall state the purpose or purposes for which the meeting is to be called.

4.04 Notice of Meetings. Except as otherwise provided by statute, written notice of the time, place and purposes of a meeting of shareholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder of record entitled to vote at the meeting, either personally or by mailing such notice to his last address as it appears on the books of the corporation. No notice need be given of an adjourned meeting of the shareholders provided the time and place to which such meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment a new record date is fixed for the adjourned meeting a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice as provided in this Bylaw.

4.05 Record Dates. The Board of Directors may fix in advance a date as the record date for the purpose of determining shareholders entitled to notice of and to vote at a meeting of shareholders or an adjournment thereof, or to express consent or to dissent from a proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of a dividend or allotment of a right, or for the purpose of any other action. The date fixed shall not be more than 60 nor less than 10 days before the date of the meeting, nor more than 60 days before any other action. In such case only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting or adjournment thereof, or to express consent or to dissent from such proposal, or to receive payment of such dividend or to receive such allotment of rights, or to participate in any other action, as the case may be, notwithstanding any transfer of any stock on the books of the corporation, or otherwise, after any such record date. Nothing in this Bylaw shall affect the rights of a shareholder and his transferee or transferor as between themselves.

4.06 List of Shareholders. The Secretary of the corporation or the agent of the corporation having charge of the stock transfer records for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting or any adjournment thereof. The list shall be arranged alphabetically within each class and series, with the address of, and the number of shares held by, each shareholder; be produced at the time and place of the meeting; be subject to inspection by any shareholder during the whole time of the meeting; and be prima facie evidence as to who are the shareholders entitled to examine the list or vote at the meeting.

4.07 Quorum. Unless a greater or lesser quorum is required in the Articles of Incorporation or by the laws of the State of Mississippi, the shareholders present at a meeting in person or by proxy who, as of the record date for such meeting, were holders of a majority of the outstanding shares of the corporation entitled to vote at the meeting shall constitute a quorum at the meeting. Whether or not a quorum is present, a meeting of shareholders may be adjourned by a vote of the shares present in person or by proxy. When the holders of a class or series of shares are entitled to vote separately on an item of business, this Bylaw applies in determining the presence of a quorum of such class or series for transaction of such item of business.

4.08 Proxies. A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize other persons to act for the shareholder by proxy. A proxy shall be signed by the shareholder or the shareholder's authorized agent or representative and shall not be valid after the expiration of three years from its date unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the shareholder executing it except as otherwise provided by the laws of the State of Mississippi.

4.09 Voting. Each outstanding share is entitled to one vote on each matter submitted to a vote, unless otherwise provided in the Articles of Incorporation. Votes shall be cast in writing and signed by the shareholder or the shareholder's proxy. When an action, other than the election of directors, is to be taken by a vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote thereon, unless a greater vote is required by the Articles of Incorporation or by the laws of the State of Mississippi. Except as otherwise provided by the Articles of Incorporation, directors shall be elected by a plurality of the votes cast at any election.

ARTICLE V
DIRECTORS

5.01 Number. The business and affairs of the corporation shall be managed by a Board of not less than one nor more than seven directors as shall be fixed from time to time by the Board of Directors. The directors need not be residents of the State of Mississippi or shareholders of the corporation.

5.02 Election, Resignation and Removal. Directors shall be elected at each annual meeting of the shareholders, each to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified, or until the director's resignation or removal. A director may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or a subsequent time as set forth in the notice of resignation. A director or the entire Board of Directors may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of directors.

5.03 Vacancies. Vacancies in the Board of Directors occurring by reason of death, resignation, removal, increase in the number of directors or otherwise shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless filled by proper action of the shareholders of the corporation. Each person so elected shall be a director for a term of office continuing only until the next election of directors by the shareholders.

5.04 Annual Meeting. The Board of Directors shall meet each year immediately after the annual meeting of the shareholders, or within three (3) days of such time excluding Sundays and legal holidays if such later time is deemed advisable, at the place where such meeting of the shareholders has been held or such other place as the Board may determine, for the purpose of election of officers and consideration of such business that may properly be brought before the meeting; provided, that if less than a majority of the directors appear for an annual meeting of the Board of Directors the holding of such annual meeting shall not be required and the matters which might have been taken up therein may be taken up at any later special or annual meeting, or by consent resolution.

5.05 Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such times and places as the majority of the directors may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of all the directors. Special meetings of the Board may be called by the Chairman of the Board (if such office is filled) or the President and shall be called by the President or Secretary upon the written request of any two directors.

5.06 Notices. No notice shall be required for annual or regular meetings of the Board or for adjourned meetings, whether regular or special. Twenty-four hours written notice shall be given for special meetings of the Board, and such notice shall state the time, place and purpose or purposes of the meeting.

5.07 Quorum. A majority of the Board of Directors then in office, or of the members of a committee thereof, constitutes a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the acts of the Board or of the committee, except as a larger vote may be required by the laws of the State of Maryland. A member of the Board or of a committee designated by the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with the other participants. Participation in a meeting in this manner constitutes presence in person at the meeting.

5.08 Executive and Other Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, appoint two or more members of the Board as an executive committee to exercise all powers and authorities of the Board in management of the business and affairs of the corporation, except that the committee shall not have power or authority to (a) amend the Articles of Incorporation; (b) adopt an agreement of merger or consolidation; (c) recommend to shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; (d) recommend to shareholders a dissolution of the corporation or revocation of a dissolution; (e) amend these Bylaws; (f) fill vacancies in the Board; or (g) unless expressly authorized by the Board, declare a dividend or authorize the issuance of stock.

The Board of Directors from time to time may, by like resolution, appoint such other committees of two or more directors to have such authority as shall be specified by the Board in the resolution making such appointments. The Board of Directors may designate one or more directors as alternate members of any committee who may replace an absent or disqualified member at any meeting thereof.

5.09 Dissents. A director who is present at a meeting of the Board of Directors, or a committee thereof of which the director is a member, at which action on a corporate matter is taken is presumed to have concurred in that action unless the director's dissent is entered in the minutes of the meeting or unless the director files a written dissent to the action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation promptly after the adjournment of the meeting. Such right to dissent does not apply to a director who voted in favor of such action. A director who is absent from a meeting of the Board, or a committee thereof of which the director is a member, at which any such action is taken is presumed to have concurred in the action unless the director files a written dissent with the Secretary of the corporation within a reasonable time after the director has knowledge of the action.

5.10 Compensation. The Board of Directors, by affirmative vote of a majority of directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation of directors for services to the corporation as directors or officers.

ARTICLE VI
NOTICES, WAIVERS OF NOTICE AND MANNER OF ACTING

6.01 Notices. All notices of meetings required to be given to shareholders, directors or any committee of directors may be given by mail, telecopy, telegram, radiogram or cablegram to any shareholder, director or committee member at his last address as it appears on the books of the corporation. Such notice shall be deemed to be given at the time when the same shall be mailed or otherwise dispatched.

6.02 Waiver of Notice. Notice of the time, place and purpose of any meeting of shareholders, directors or committee of directors may be waived by telecopy, telegram, radiogram, cablegram or other writing, either before or after the meeting, or in such other manner as may be permitted by the laws of the State of Mississippi. Attendance of a person at any meeting of shareholders, in person or by proxy, or at any meeting of directors or of a committee of directors, constitutes a waiver of notice of the meeting except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6.03 Action Without a Meeting. Except as may be provided otherwise in the Articles of Incorporation for action to be taken by shareholders, any action required or permitted at any meeting of shareholders or directors or committee of directors may be taken without a meeting, without prior notice and without a vote, if all of the shareholders or directors or committee members entitled to vote thereon consent thereto in writing.

ARTICLE VII OFFICERS

7.01 Number. The Board of Directors shall elect or appoint a President, a Secretary and a Treasurer, and may select a Chairman of the Board, and one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries or Assistant Treasurers or other officers. Any two or more of the above offices, except those of President and Vice President, may be held by the same person. No officer shall execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law, the Articles of Incorporation or these Bylaws to be executed, acknowledged, or verified by more than one officer.

7.02 Term of Office, Resignation and Removal. An officer shall hold office for the term for which he is elected or appointed and until his successor is elected or appointed and qualified, or until his resignation or removal. An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time specified in the notice of resignation. An officer may be removed by the Board with or without cause. The removal of an officer shall be without prejudice to his contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

7.03 Vacancies. The Board of Directors may fill any vacancies in any office occurring for whatever reason.

7.04 Authority. All officers, employees and agents of the corporation shall have such authority and perform such duties in the conduct and management of the business and affairs of the corporation as may be designated by the Board of Directors and these Bylaws.

ARTICLE VIII

DUTIES OF OFFICERS

8.01 Chairman of the Board. The Chairman of the Board shall preside at all meetings of the shareholders and of the Board of Directors at which the Chairman is present. The Chairman shall be the Chief Executive Officer of the corporation. The Chairman shall see that all orders and resolutions of the Board are carried into effect and the Chairman shall have the general powers of supervision and management usually vested in the chief executive officer of a corporation, including the authority to vote all securities of other corporations and organizations held by the corporation.

8.02 President. The President shall be the Chief Executive Officer of the corporation and shall have the general powers of supervision and management over the day-to-day operations of the corporation. The President shall see that all orders and resolutions of the Board are carried into effect and shall be ex officio a member of all management committees. He may execute any documents in the name of the corporation and shall have such other powers and duties as may be prescribed by the Board.

8.03 Vice Presidents. The Vice Presidents, in order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors or the President may from time to time prescribe.

8.04 Secretary. The Secretary shall attend all meetings of the Board of Directors and of shareholders and shall record all votes and minutes of all proceedings in a book to be kept for that purpose, shall give or cause to be given notice of all meetings of the shareholders and of the Board of Directors, and shall keep in safe custody the seal of the corporation and, when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by the signature of the Secretary, or by the signature of the Treasurer or an Assistant Secretary. The Secretary may delegate any of the duties, powers and authorities of the Secretary to one or more Assistant Secretaries, unless such delegation is disapproved by the Board.

8.05 Treasurer. The Treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books of the corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall render to the President and directors, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the corporation. The Treasurer may delegate any of his or her duties, powers and authorities to one or more Assistant Treasurers unless such delegation is disapproved by the Board of Directors.

8.06 Assistant Secretaries and Treasurers. The Assistant Secretaries, in order of their seniority, shall perform the duties and exercise the powers and authorities of the Secretary in case of the Secretary's absence or disability. The Assistant Treasurers, in the order of their seniority, shall perform the duties and exercise the powers and authorities of the Treasurer in case of the Treasurer's absence or disability. The Assistant Secretaries and Assistant Treasurers shall also perform such duties as may be delegated to them by the Secretary and Treasurer, respectively, and also such duties as the Board of Directors may prescribe.

8.07 Other Offices. All other officers of the corporation shall have such authority and perform such duties in the conduct and management of the business and affairs of the corporation as may be designated by the Board of Directors and these Bylaws.

ARTICLE IX
SPECIAL CORPORATE ACTS

9.01 Orders for Payment of Money. All checks, drafts, notes, bonds, bills of exchange and orders for payment of money of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.02 Contracts and Conveyances. The Board of Directors of the corporation may in any instance designate the officer and/or agent who shall have authority to execute any contract, conveyance, mortgage or other instrument on behalf of the corporation, or may ratify or confirm any execution. When the execution of any instrument has been authorized without specification of the executing officers or agents, the Chairman of the Board, the President or any Vice President or Assistant Vice President, and the Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, may execute the same in the name and on behalf of this corporation and may affix the corporate seal thereto.

ARTICLE X
BOOKS AND RECORDS

10.01 Maintenance of Books and Records. The proper officers and agents of the corporation shall keep and maintain such books, records and accounts of the corporation's business and affairs, minutes of the proceedings of its shareholders, Board and committees, if any, and such stock ledgers and lists of shareholders, as the Board of Directors shall deem advisable, and as shall be required by the laws of the State of Maryland and other states or jurisdictions empowered to impose such requirements. Books, records and minutes may be kept within or without the State of Maryland in a place which the Board shall determine.

10.02 Reliance on Books and Records. In discharging his or her duties, a director or an officer of the corporation is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following: (a) one or more directors, officers, or employees of the corporation, or of a business organization under joint control or common control whom the director or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, public accountants, engineers, or other persons as to matters the director or officer reasonably believes are within the person's professional or expert competence, or (c) a committee of the Board of Directors of which he or she is not a member if the director or officer reasonably believes the Committee merits confidence. A director or officer is not entitled to rely on such information if he or she has knowledge concerning the matter in question that makes such reliance unwarranted.

ARTICLE XI
INDEMNIFICATION

11.01 Non-Derivative Actions. Subject to all of the other provisions of this Article XI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.02 Derivative Actions. Subject to all of the provisions of this Article XI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorneys' fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. However, indemnification shall not be made for any claim, issue or matter in which such person has been found liable to the corporation unless and only to the extent that the court in which such action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

11.03 Expenses of Defense. Any person entitled to indemnification under this Article XI shall be indemnified against expenses (including attorneys' fees) incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided by this Section 11.03.

11.04 Definitions. For the purposes of Sections 11.01 and 11.02, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation which imposes duties on, or involves services by, the director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" as referred to in Sections 11.01 and 11.02.

11.05 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this Article XI shall be a contract right, and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in Section 11.03 of these Bylaws, the corporation shall have no obligations under this Article XI to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board of Directors.

11.06 Determination That Indemnification is Proper. Any indemnification under Section 11.01 or 11.02 of these Bylaws (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 11.01 or 11.02, whichever is applicable. Such determination shall be made in any of the following ways:

(i) By a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit or proceeding.

(ii) If the quorum described in clause (i) above is not obtainable, then by a committee of directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two disinterested directors.

(iii) By independent legal counsel in a written opinion. Legal counsel for this purpose shall be chosen by the Board or its committee prescribed in clauses (i) or (ii), or if a quorum of the Board cannot be obtained under clause (i) and a committee cannot be designated under clause (ii), by the Board.

(iv) By the shareholders. Shares held by directors or officers who are parties or threatened to be made parties to the action, suit or proceeding may not be voted.

11.07 Proportionate Indemnity. If a person is entitled to indemnification under Section 11.01 or 11.02 of these Bylaws for a portion of expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

11.08 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 11.01 or 11.02 of these Bylaws shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding if the corporation receives from the person requesting such advance the following: (i) a written affirmation of the person's good faith belief that the person has met the applicable standard of conduct in Section 11.01 or 11.02 and (ii) a written undertaking by or on behalf of the person to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

11.09 Non-Exclusivity of Rights. The indemnification or advancement of expenses provided under this Article XI is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

11.10 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

11.11 Former Directors and Officers. The indemnification provided in this Article XI continues as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

11.12 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify the person against such liability under these Bylaws or the laws of the State of Maryland.

11.13 Changes in Law. In the event of any change of the statutory provisions applicable to the corporation relating to the subject matter of this Article XI, then the indemnification to which any person shall be entitled hereunder shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide prior to any such change. Subject to Section 11.14, the Board of Directors is authorized to amend these Bylaws to conform to any such changed statutory provisions.

11.14 Amendment or Repeal of Article XI. No amendment or repeal of this Article XI shall apply to or have any effect on any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE XII
AMENDMENTS

12.01 Amendments. Subject to Section 11.14, the Bylaws of the corporation may be amended, altered or repealed, in whole or in part, by the shareholders or by the Board of Directors at any meeting duly held in accordance with these Bylaws, provided that notice of the meeting includes notice of the proposed amendment, alteration or repeal.

End of Bylaws

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED OPERATING AGREEMENT
OF
CFG 2115 WOODSTOCK PLACE, LLC**

THIS FIRST AMENDMENT (the "**Amendment**") **TO THE AMENDED AND RESTATED OPERATING AGREEMENT OF CFG 2115 WOODSTOCK PLACE, LLC**, a Delaware limited liability company (the "**Company**"), is entered into as of the 25th day of July, 2012, by **OHI ASSET HUD CFG, LLC**, a Delaware limited liability company, as the sole member (the "**Member**").

RECITALS

WHEREAS, the Member entered into that certain Amended and Restated Operating Agreement (the "**Operating Agreement**"); and

WHEREAS, as a consequence of the recent repayment in full of the HUD-insured Loan of the Company and termination of the Note, the Mortgage, the Security Agreement and the Regulatory Agreement evidencing the Loan, the Member now desires to amend the Operating Agreement to change the specific purpose provisions to general purpose provisions and to remove the HUD provisions.

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereto hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings given such terms in the Operating Agreement.

2. Amendment to Section 5. Section 5 of the Operating Agreement entitled "Purposes" is hereby amended by deleting the entire text contained therein and substituting the following in lieu thereof:

"Section 5. Purposes. The Company has been formed for the purposes of (a) acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, and acquiring and making loans secured by, real property and personal property and all rights and interests in any manner appertaining or incidental thereto, and (b) engaging in any lawful business, action or activity in which a limited liability company organized formed pursuant to the Act may engage."

3. Amendment to Section 17. Section 17 of the Operating Agreement entitled "HUD Provisions" is hereby amended by deleting the entire text contained therein and substituting the following in lieu thereof:

"Section 17. [Intentionally Omitted.]"

4. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware.

5 . Severability. Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

6 . No Other Amendment or Waiver. Except for the amendments set forth above, the text of the Operating Agreement, and the Operating Agreement, as so amended, shall remain unchanged and in full force and effect. Except as set forth herein, the amendment agreed to herein shall not constitute a modification of the Operating Agreement or a course of dealing with respect to the Operating Agreement such as to require further notice by the Member to require strict compliance with the terms of the Operating Agreement in the future.

[SIGNATURE PAGE FOLLOWS]

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc. (File No. 333-_____)

Ladies and Gentlemen:

We have served as special counsel to Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and by the subsidiary guarantors listed on Schedule I hereto (the "Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture, dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;

- (5) the charter, certificate or articles of incorporation, formation or trust and bylaws, limited liability company agreement, limited partnership agreement or other organizational documents of the Parent and each of the Guarantors incorporated, formed or organized under the laws of the States of Arizona, California, Colorado, Delaware, Illinois and Maryland, (such Guarantors, as so identified on Schedule I hereto, being sometimes collectively referred to herein as the "Identified Guarantors"), as in effect on the date hereof and as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of the Parent or the Identified Guarantors (the "Organizational Documents");
- (6) a certificate of legal existence and good standing for the Parent and each of the Identified Guarantors as of the date indicated on Schedule III; and
- (7) certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of the Parent and each of the Identified Guarantors, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents." The documents referenced as items (1) through (7) above are collectively referred to as the "Reviewed Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate, limited liability company, limited partnership or trust records, agreements and instruments of the Parent and of the Identified Guarantors, certificates of public officials and officers or other appropriate representatives of the Parent and the Identified Guarantors, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Parent and the Identified Guarantors.

In connection herewith, we have assumed that, other than with respect to the Parent and the Guarantors, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

We have further assumed, with your permission, that (i) each of the Guarantors other than the Identified Guarantors (each, an “Other Guarantor,” and collectively, the “Other Guarantors”) has been duly organized and is validly existing in good standing under the laws of its state of organization, (ii) the execution and delivery by each such Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (corporate or other) on its part, (iii) each of the Transaction Documents to which any Other Guarantor is a party has been duly executed and delivered by each such Other Guarantor and (iv) the execution and delivery by each Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder do not result in any violation by it of the provisions of its organizational documents. We understand that you are receiving opinion letters, dated the date hereof, from the various law firms indicated on Schedule II hereto (the “Local Counsel Opinions”), as to the validity and binding nature of the Guarantees against the Other Guarantors under the laws of the Other Guarantors’ respective states of organization, and that such opinion letters are being filed as exhibits to the Registration Statement as indicated on Schedule II hereto. With your permission we have assumed the correctness of the conclusions set forth in the Local Counsel Opinions and express no opinion herein with regard thereto.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantees (in the form examined by us) have been duly executed by the Guarantors, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto:

- (1) the Exchange Notes will constitute valid and binding obligations of the Parent; and
 - (2) each Guarantee will constitute a valid and binding obligation of the Guarantor that is a party thereto.
-

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinions set forth herein reflect only the application of applicable Arizona, California, Colorado, Illinois, and New York State law (excluding the securities and blue sky laws of such states, as to which we express no opinion), and to the extent required by the foregoing opinions, the General Corporation Law of the State of Delaware (8 Delaware Code Chapter 1), the Delaware Limited Liability Company Act (6 Delaware Code Chapter 18), the Delaware Revised Uniform Limited Partnership Act (6 Delaware Code Chapter 17), and the Delaware Statutory Trust Act (12 Delaware Code Chapter 38), the Maryland General Corporation Law (Titles 1-3, Corporations and Associations, Maryland Code), the Maryland Limited Liability Company Act (Title 4A, Corporations and Associations, Maryland Code), the Maryland Uniform Revised Limited Partnership Act (Title 9A, Corporations and Associations, Maryland Code) and the Maryland Business Trust Act (Title 12, Corporations and Associations, Maryland Code) (the jurisdictions referred to in this sentence being sometimes collectively referred to herein as the "Opinion Jurisdictions"). The opinions set forth herein are made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of the laws of any jurisdiction other than the Opinion Jurisdictions, or in the case of Delaware and Maryland, any other laws of such states.

(b) Our opinions contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(c) Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantees (collectively, the “Operative Documents”) purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent, any Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(e) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the Opinion Jurisdictions; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Guarantors.

(f) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as set forth above. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption “Legal Matters” in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

Schedule I

Guarantors

| Subsidiary Guarantors | State or other jurisdiction of formation |
|--|---|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver Iloff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas 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 |

| Subsidiary Guarantors | State or other jurisdiction of formation |
|---|---|
| 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 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 |
| 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 |

| Subsidiary Guarantors | State or other jurisdiction of formation |
|--------------------------------------|---|
| 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 |
| Desert Lane LLC | Delaware |
| Greenbough, LLC | Delaware |
| LAD I Real Estate Company, LLC | Delaware |
| North Las Vegas LLC | Delaware |
| NRS Ventures, L.L.C. | Delaware |
| OHI Asset (AR) Ash Flat, LLC | Delaware |
| OHI Asset (AR) Camden, LLC | Delaware |
| OHI Asset (AR) Conway, LLC | Delaware |
| OHI Asset (AR) Des Arc, LLC | Delaware |
| OHI Asset (AR) Hot Springs, LLC | Delaware |
| OHI Asset (AR) Malvern, LLC | Delaware |
| OHI Asset (AR) Mena, LLC | Delaware |
| OHI Asset (AR) Pocahontas, LLC | Delaware |
| OHI Asset (AR) Sheridan, LLC | Delaware |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| OHI Asset (AZ) Austin House, LLC | Delaware |
| OHI Asset (CA), LLC | Delaware |
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |

| Subsidiary Guarantors | State or other jurisdiction of formation |
|---|---|
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |
| OHI Asset (IN) Spring Mill, LLC | Delaware |
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |
| OHI Asset (MD), LLC | Delaware |
| OHI Asset (MI) Heather Hills, LLC | Delaware |
| OHI Asset (MI), LLC | Delaware |
| OHI Asset (MO), LLC | Delaware |
| OHI Asset (MS) Byhalia, LLC | Delaware |
| OHI Asset (MS) Cleveland, LLC | Delaware |
| OHI Asset (MS) Clinton, LLC | Delaware |
| OHI Asset (MS) Columbia, LLC | Delaware |
| OHI Asset (MS) Corinth, LLC | Delaware |
| OHI Asset (MS) Greenwood, LLC | Delaware |
| OHI Asset (MS) Grenada, LLC | Delaware |
| OHI Asset (MS) Holly Springs, LLC | Delaware |
| OHI Asset (MS) Indianola, LLC | Delaware |
| OHI Asset (MS) Natchez, LLC | Delaware |
| OHI Asset (MS) Picayune, LLC | Delaware |
| OHI Asset (MS) Vicksburg, LLC | Delaware |
| OHI Asset (MS) Yazoo City, LLC | Delaware |
| OHI Asset (NC) Wadesboro, LLC | Delaware |
| OHI Asset (OH) Lender, LLC | Delaware |
| OHI Asset (OH), LLC | Delaware |
| OHI Asset (OR) Portland, LLC | Delaware |
| OHI Asset (PA), LLC | Delaware |
| OHI Asset (SC) Aiken, LLC | Delaware |
| OHI Asset (SC) Anderson, LLC | Delaware |
| OHI Asset (SC) Easley Anne, LLC | Delaware |
| OHI Asset (SC) Easley Crestview, LLC | Delaware |
| OHI Asset (SC) Edgefield, LLC | Delaware |
| OHI Asset (SC) Greenville, LLC | Delaware |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| OHI Asset (SC) Greenville North, LLC | Delaware |

| Subsidiary Guarantors | State or other jurisdiction of formation |
|--|---|
| OHI Asset (SC) Greer, LLC | Delaware |
| OHI Asset (SC) Marietta, LLC | Delaware |
| OHI Asset (SC) McCormick, LLC | Delaware |
| OHI Asset (SC) Orangeburg, LLC | Delaware |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| OHI Asset (SC) Piedmont, LLC | Delaware |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |
| OHI Asset (TX) Burleson, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |

| Subsidiary Guarantors | State or other jurisdiction of formation |
|--|---|
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |
| Florida Real Estate Company, LLC | Florida |
| 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 |
| Skyler Pensacola, Inc. | Florida |
| OHI (Illinois), Inc. | Illinois |
| OHI (Indiana), Inc. | Indiana |
| OHI (Iowa), Inc. | Iowa |
| Sterling Acquisition Corp. | Kentucky |
| 48 High Point Road, LLC | Maryland |
| Arizona Lessor - Infinia, Inc. | Maryland |
| Bayside Street, Inc. | Maryland |
| Colorado Lessor - Conifer, Inc. | Maryland |
| Delta Investors I, LLC | Maryland |
| Delta Investors II, LLC | Maryland |
| Florida Lessor – Meadowview, Inc. | Maryland |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| Indiana Lessor – Wellington Manor, Inc. | Maryland |
| OHI Asset (PA) Trust | Maryland |
| OHI Asset II (PA) Trust | Maryland |
| OHI Asset III (PA) Trust | Maryland |
| OHI Asset IV (PA) Silver Lake Trust | Maryland |
| OHI Tennessee, Inc. | Maryland |
| Omega TRS I, Inc. | Maryland |
| Texas Lessor – Stonegate GP, Inc. | Maryland |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| Texas Lessor – Stonegate, LP | Maryland |
| Washington Lessor – Silverdale, Inc. | Maryland |
| OHIMA, Inc. | Massachusetts |
| 1200 Ely Street Holdings Co. LLC | Michigan |
| 42235 County Road Holdings Co. LLC | Michigan |
| Dixie White House Nursing Home, Inc. | Mississippi |
| Ocean Springs Nursing Home, Inc. | Mississippi |
| Skyler Boyington, Inc. | Mississippi |
| Skyler Florida, Inc. | Mississippi |
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

Orange Village Care Center, Inc.
St. Mary's Properties, Inc.
The Suburban Pavilion, Inc.
Wilcare, LLC
Pavillion North Partners, Inc.
Pavillion North, LLP
Pavillion Nursing Center North, Inc.

Ohio
Ohio
Ohio
Ohio
Pennsylvania
Pennsylvania
Pennsylvania

Schedule II
Local Counsel

| Law Firm | State | Exhibit |
|---|---------------|----------------|
| Robinson & Cole LLP | Connecticut | Exhibit 5.2 |
| Akerman LLP | Florida | Exhibit 5.3 |
| Ice Miller LLP | Indiana | Exhibit 5.4 |
| Baudino Law Group, PLC | Iowa | Exhibit 5.5 |
| Wyatt, Tarrant & Combs, LLP | Kentucky | Exhibit 5.6 |
| Partridge, Snow & Hahn LLP | Massachusetts | Exhibit 5.7 |
| Miller, Johnson, Snell & Cummiskey, P.L.C. | Michigan | Exhibit 5.8 |
| Dinsmore & Shohl LLP | Ohio | Exhibit 5.9 |
| Montgomery, McCracken, Walker & Rhoads, LLP | Pennsylvania | Exhibit 5.10 |
| Butler Snow, LLP | Mississippi | Exhibit 5.11 |

Schedule III

LIST OF GOOD STANDING CERTIFICATES
(Omega Healthcare Investors, Inc. and each Identified Guarantor)

| Entity Name | State or other jurisdiction of formation | Issuance Date of Good Standing Certificate |
|--|--|--|
| Encanto Senior Care, LLC | Arizona | June 13, 2014 |
| 13922 Cerise Avenue, LLC | California | June 16, 2014 |
| 245 East Wilshire Avenue, LLC | California | June 16, 2014 |
| 3806 Clayton Road, LLC | California | June 16, 2014 |
| 523 Hayes Lane, LLC | California | June 16, 2014 |
| 637 East Romie Lane, LLC | California | June 16, 2014 |
| 2425 Teller Avenue, LLC | Colorado | June 13, 2014 |
| Bayside Colorado Healthcare Associates, Inc. | Colorado | June 13, 2014 |
| Bayside Street II, Inc. | Delaware | June 18, 2014 |
| Carnegie Gardens LLC | Delaware | June 18, 2014 |
| CFG 2115 Woodstock Place LLC | Delaware | June 18, 2014 |
| CSE Albany LLC | Delaware | June 18, 2014 |
| CSE Amarillo LLC | Delaware | June 18, 2014 |
| CSE Arden L.P. | Delaware | June 18, 2014 |
| CSE Augusta LLC | Delaware | June 18, 2014 |
| CSE Bedford LLC | Delaware | June 18, 2014 |
| CSE Blountville LLC | Delaware | June 18, 2014 |
| CSE Bolivar LLC | Delaware | June 18, 2014 |
| CSE Cambridge LLC | Delaware | June 18, 2014 |
| CSE Cambridge Realty LLC | Delaware | June 18, 2014 |
| CSE Camden LLC | Delaware | June 18, 2014 |
| CSE Canton LLC | Delaware | June 18, 2014 |
| CSE Casablanca Holdings II LLC | Delaware | June 18, 2014 |
| CSE Casablanca Holdings LLC | Delaware | June 18, 2014 |
| CSE Cedar Rapids LLC | Delaware | June 18, 2014 |
| CSE Centennial Village | Delaware | June 18, 2014 |
| CSE Chelmsford LLC | Delaware | June 18, 2014 |
| CSE Chesterton LLC | Delaware | June 18, 2014 |
| CSE Claremont LLC | Delaware | June 18, 2014 |
| CSE Corpus North LLC | Delaware | June 18, 2014 |
| CSE Denver Iliff LLC | Delaware | June 18, 2014 |
| CSE Denver LLC | Delaware | June 18, 2014 |
| CSE Douglas LLC | Delaware | June 18, 2014 |
| CSE Elkton LLC | Delaware | June 18, 2014 |
| CSE Elkton Realty LLC | Delaware | June 18, 2014 |
| CSE Fairhaven LLC | Delaware | June 18, 2014 |
| CSE Fort Wayne LLC | Delaware | June 18, 2014 |
| CSE Frankston LLC | Delaware | June 18, 2014 |
| CSE Georgetown LLC | Delaware | June 18, 2014 |

| Entity Name | State or other jurisdiction of formation | Issuance Date of Good Standing Certificate |
|---|--|--|
| CSE Green Bay LLC | Delaware | June 18, 2014 |
| CSE Hilliard LLC | Delaware | June 18, 2014 |
| CSE Huntingdon LLC | Delaware | June 18, 2014 |
| CSE Huntsville LLC | Delaware | June 18, 2014 |
| CSE Indianapolis-Continental LLC | Delaware | June 18, 2014 |
| CSE Indianapolis-Greenbriar LLC | Delaware | June 18, 2014 |
| CSE Jacinto City LLC | Delaware | June 18, 2014 |
| CSE Jefferson City LLC | Delaware | June 18, 2014 |
| CSE Jeffersonville-Hillcrest Center LLC | Delaware | June 18, 2014 |
| CSE Jeffersonville-Jennings House LLC | Delaware | June 18, 2014 |
| CSE Kerrville LLC | Delaware | June 18, 2014 |
| CSE King L.P. | Delaware | June 18, 2014 |
| CSE Kingsport LLC | Delaware | June 18, 2014 |
| CSE Knightdale L.P. | Delaware | June 18, 2014 |
| CSE Lake City LLC | Delaware | June 18, 2014 |
| CSE Lake Worth LLC | Delaware | June 18, 2014 |
| CSE Lakewood LLC | Delaware | June 18, 2014 |
| CSE Las Vegas LLC | Delaware | June 18, 2014 |
| CSE Lawrenceburg LLC | Delaware | June 18, 2014 |
| CSE Lenoir L.P. | Delaware | June 18, 2014 |
| CSE Lexington Park LLC | Delaware | June 18, 2014 |
| CSE Lexington Park Realty LLC | Delaware | June 18, 2014 |
| CSE Ligonier LLC | Delaware | June 18, 2014 |
| CSE Live Oak LLC | Delaware | June 18, 2014 |
| CSE Lowell LLC | Delaware | June 18, 2014 |
| CSE Marianna Holdings LLC | Delaware | June 18, 2014 |
| CSE Memphis LLC | Delaware | June 18, 2014 |
| CSE Mobile LLC | Delaware | June 18, 2014 |
| CSE Moore LLC | Delaware | June 18, 2014 |
| CSE North Carolina Holdings I LLC | Delaware | June 18, 2014 |
| CSE North Carolina Holdings II LLC | Delaware | June 18, 2014 |
| CSE Omro LLC | Delaware | June 18, 2014 |
| CSE Orange Park LLC | Delaware | June 18, 2014 |
| CSE Orlando-Pinar Terrace Manor LLC | Delaware | June 18, 2014 |
| CSE Orlando-Terra Vista Rehab LLC | Delaware | June 18, 2014 |
| CSE Pennsylvania Holdings | Delaware | June 18, 2014 |
| CSE Piggott LLC | Delaware | June 18, 2014 |
| CSE Pilot Point LLC | Delaware | June 18, 2014 |
| CSE Pine View LLC | Delaware | June 18, 2014 |
| CSE Ponca City LLC | Delaware | June 18, 2014 |
| CSE Port St. Lucie LLC | Delaware | June 18, 2014 |
| CSE Richmond LLC | Delaware | June 18, 2014 |
| CSE Ripley LLC | Delaware | June 18, 2014 |
| CSE Ripon LLC | Delaware | June 18, 2014 |
| CSE Safford LLC | Delaware | June 18, 2014 |

| Entity Name | State or other jurisdiction of formation | Issuance Date of Good Standing Certificate |
|----------------------------------|--|--|
| CSE Salina LLC | Delaware | June 18, 2014 |
| CSE Seminole LLC | Delaware | June 18, 2014 |
| CSE Shawnee LLC | Delaware | June 18, 2014 |
| CSE Spring Branch LLC | Delaware | June 18, 2014 |
| CSE Stillwater LLC | Delaware | June 18, 2014 |
| CSE Taylorsville LLC | Delaware | June 18, 2014 |
| CSE Texarkana LLC | Delaware | June 18, 2014 |
| CSE Texas City LLC | Delaware | June 18, 2014 |
| CSE The Village LLC | Delaware | June 18, 2014 |
| CSE Upland LLC | Delaware | June 18, 2014 |
| CSE Walnut Cove L.P. | Delaware | June 18, 2014 |
| CSE West Point LLC | Delaware | June 18, 2014 |
| CSE Whitehouse LLC | Delaware | June 18, 2014 |
| CSE Williamsport LLC | Delaware | June 18, 2014 |
| CSE Winter Haven LLC | Delaware | June 18, 2014 |
| CSE Woodfin L.P. | Delaware | June 18, 2014 |
| CSE Yorktown LLC | Delaware | June 18, 2014 |
| Desert Lane LLC | Delaware | June 18, 2014 |
| Greenbough, LLC | Delaware | June 18, 2014 |
| LAD I Real Estate Company, LLC | Delaware | June 18, 2014 |
| North Las Vegas LLC | Delaware | June 18, 2014 |
| NRS Ventures, L.L.C. | Delaware | June 18, 2014 |
| OHI Asset (AR) Ash Flat, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Camden, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Conway, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Des Arc, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Hot Springs, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Malvern, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Mena, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Pocahontas, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Sheridan, LLC | Delaware | June 18, 2014 |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware | June 18, 2014 |
| OHI Asset (AZ) Austin House, LLC | Delaware | June 18, 2014 |
| OHI Asset (CA), LLC | Delaware | June 18, 2014 |
| OHI Asset (CO), LLC | Delaware | June 18, 2014 |
| OHI Asset (CT) Lender, LLC | Delaware | June 18, 2014 |
| OHI Asset (FL) Lake Placid, LLC | Delaware | June 18, 2014 |
| OHI Asset (FL) Lender, LLC | Delaware | June 18, 2014 |
| OHI Asset (FL), LLC | Delaware | June 18, 2014 |
| OHI Asset (GA) Macon, LLC | Delaware | June 18, 2014 |
| OHI Asset (GA) Moultrie, LLC | Delaware | June 18, 2014 |
| OHI Asset (GA) Snellville, LLC | Delaware | June 18, 2014 |
| OHI Asset (ID) Holly, LLC | Delaware | June 18, 2014 |
| OHI Asset (ID) Midland, LLC | Delaware | June 18, 2014 |
| OHI Asset (ID), LLC | Delaware | June 18, 2014 |

| Entity Name | State or other jurisdiction of formation | Issuance Date of Good Standing Certificate |
|--------------------------------------|--|--|
| OHI Asset (IL), LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) American Village, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Anderson, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Beech Grove, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Clarksville, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Clinton, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Connersville, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Crown Point, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Eagle Valley, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Elkhart, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Forest Creek, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Fort Wayne, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Franklin, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Greensburg, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Indianapolis, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Jasper, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Kokomo, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Lafayette, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Madison, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Monticello, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Noblesville, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Rosewalk, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Salem, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Seymour, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Spring Mill, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Terre Haute, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Wabash, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Westfield, LLC | Delaware | June 18, 2014 |
| OHI Asset (IN) Zionsville, LLC | Delaware | June 18, 2014 |
| OHI Asset (LA), LLC | Delaware | June 18, 2014 |
| OHI Asset (MD), LLC | Delaware | June 18, 2014 |
| OHI Asset (MI) Heather Hills, LLC | Delaware | June 18, 2014 |
| OHI Asset (MI), LLC | Delaware | June 18, 2014 |
| OHI Asset (MO), LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Byhalia, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Cleveland, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Clinton, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Columbia, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Corinth, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Greenwood, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Grenada, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Holly Springs, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Indianola, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Natchez, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Picayune, LLC | Delaware | June 18, 2014 |

| Entity Name | State or other jurisdiction of formation | Issuance Date of Good Standing Certificate |
|--|--|--|
| OHI Asset (MS) Vicksburg, LLC | Delaware | June 18, 2014 |
| OHI Asset (MS) Yazoo City, LLC | Delaware | June 18, 2014 |
| OHI Asset (NC) Wadesboro, LLC | Delaware | June 18, 2014 |
| OHI Asset (OH) Lender, LLC | Delaware | June 18, 2014 |
| OHI Asset (OH), LLC | Delaware | June 18, 2014 |
| OHI Asset (OR) Portland, LLC | Delaware | June 18, 2014 |
| OHI Asset (PA), LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Aiken, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Anderson, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Easley Anne, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Easley Crestview, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Edgefield, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Greenville, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Greenville North, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Greer, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Marietta, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) McCormick, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Orangeburg, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Piedmont, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware | June 18, 2014 |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware | June 18, 2014 |
| OHI Asset (TN) Bartlett, LLC | Delaware | June 18, 2014 |
| OHI Asset (TN) Collierville, LLC | Delaware | June 18, 2014 |
| OHI Asset (TN) Memphis, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Anderson, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Bryan, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Burleson, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) College Station, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Comfort, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Diboll, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Granbury, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Hondo, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Italy, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX) Winnsboro, LLC | Delaware | June 18, 2014 |
| OHI Asset (TX), LLC | Delaware | June 18, 2014 |
| OHI Asset (UT) Ogden, LLC | Delaware | June 18, 2014 |
| OHI Asset (UT) Provo, LLC | Delaware | June 18, 2014 |
| OHI Asset (UT) Roy, LLC | Delaware | June 18, 2014 |
| OHI Asset (VA) Charlottesville, LLC | Delaware | June 18, 2014 |
| OHI Asset (VA) Farmville, LLC | Delaware | June 18, 2014 |

| Entity Name | State or other jurisdiction of formation | Issuance Date of Good Standing Certificate |
|--|--|--|
| OHI Asset (VA) Hillsville, LLC | Delaware | June 18, 2014 |
| OHI Asset (VA) Rocky Mount, LLC | Delaware | June 18, 2014 |
| OHI Asset (WA) Battle Ground, LLC | Delaware | June 18, 2014 |
| OHI Asset (WV) Danville, LLC | Delaware | June 18, 2014 |
| OHI Asset (WV) Ivydale, LLC | Delaware | June 18, 2014 |
| OHI Asset CSB LLC | Delaware | June 18, 2014 |
| OHI Asset CSE – E, LLC | Delaware | June 18, 2014 |
| OHI Asset CSE – U, LLC | Delaware | June 18, 2014 |
| OHI Asset HUD CFG, LLC | Delaware | June 18, 2014 |
| OHI Asset HUD Delta, LLC | Delaware | June 18, 2014 |
| OHI Asset HUD SF CA, LLC | Delaware | June 18, 2014 |
| OHI Asset HUD SF, LLC | Delaware | June 18, 2014 |
| OHI Asset HUD WO, LLC | Delaware | June 18, 2014 |
| OHI Asset II (CA), LLC | Delaware | June 18, 2014 |
| OHI Asset II (FL), LLC | Delaware | June 18, 2014 |
| OHI Asset RO PMM Services, LLC | Delaware | June 18, 2014 |
| OHI Asset RO, LLC | Delaware | June 18, 2014 |
| OHI Asset, LLC | Delaware | June 18, 2014 |
| OHI Mezz Lender, LLC | Delaware | June 25, 2014 |
| Panama City Nursing Center LLC | Delaware | June 18, 2014 |
| Skyler Maitland LLC | Delaware | June 18, 2014 |
| Suwanee, LLC | Delaware | June 18, 2014 |
| OHI (Illinois), Inc. | Illinois | June 13, 2014 |
| Omega Healthcare Investors, Inc. | Maryland | July 29, 2014 |
| 48 High Point Road, LLC | Maryland | June 18, 2014 |
| Arizona Lessor - Infinia, Inc. | Maryland | June 19, 2014 |
| Bayside Street, Inc. | Maryland | June 18, 2014 |
| Colorado Lessor - Conifer, Inc. | Maryland | June 19, 2014 |
| Delta Investors I, LLC | Maryland | June 19, 2014 |
| Delta Investors II, LLC | Maryland | June 19, 2014 |
| Florida Lessor – Meadowview, Inc. | Maryland | June 18, 2014 |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland | June 18, 2014 |
| Indiana Lessor – Wellington Manor, Inc. | Maryland | June 18, 2014 |
| OHI Asset (PA) Trust | Maryland | June 18, 2014 |
| OHI Asset II (PA) Trust | Maryland | June 18, 2014 |
| OHI Asset III (PA) Trust | Maryland | June 18, 2014 |
| OHI Asset IV (PA) Silver Lake Trust | Maryland | June 18, 2014 |
| OHI Tennessee, Inc. | Maryland | June 18, 2014 |
| Omega TRS I, Inc. | Maryland | June 18, 2014 |
| Texas Lessor – Stonegate GP, Inc. | Maryland | June 18, 2014 |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland | June 18, 2014 |
| Texas Lessor – Stonegate, LP | Maryland | June 19, 2014 |
| Washington Lessor – Silverdale, Inc. | Maryland | June 18, 2014 |

LAW OFFICES

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Connecticut counsel to OHI (Connecticut), Inc., a Connecticut corporation (the "Connecticut Guarantor"), which is a wholly owned subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture, dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), the Exchange Notes, the Initial Notes, or any of the related agreements executed or delivered in connection with any of the foregoing. We have been retained solely for the purpose of rendering certain opinions pursuant to Connecticut law as specifically set forth herein.

In connection herewith, we have examined:

- (1) the Registration Statement (but none of the exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee" and, collectively, the "Guarantees") provided for therein;
- (3) the form of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the certificate of incorporation and bylaws of the Connecticut Guarantor, as certified by the Secretary of the Connecticut Guarantor pursuant to a certificate dated as of August 11, 2014;
- (6) a certificate of legal existence for the Connecticut Guarantor issued by the Secretary of State of the State of Connecticut as of July 13, 2014; and
- (7) a certificate of the Secretary of the Connecticut Guarantor, dated as of August 11, 2014, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

In our examination of the Transaction Documents, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. We have not independently established or verified any facts relevant to the opinions expressed herein, and have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Connecticut Guarantor.

In connection herewith, we have assumed that, other than with respect to the Guarantee of the Connecticut Guarantor provided for in the Indenture, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

We have further assumed, with your permission, that (a) each of the Subsidiary Guarantors other than the Connecticut Guarantor (each, an “Other Guarantor,” and collectively, the “Other Guarantors”) has been duly organized and is validly existing in good standing under the laws of its state of organization, (b) the execution and delivery by each such Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (corporate or other) on its part, (c) each of the Transaction Documents to which any Other Guarantor is a party has been duly executed and delivered by each such Other Guarantor and (d) the execution and delivery by each Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder do not result in any violation by it of the provisions of its organizational documents. We understand that you are receiving opinion letters, each dated as of the date hereof, from the various law firms indicated on Schedule II hereto (the “Local Counsel Opinions”) as to the validity and binding nature of the Guarantees against the Other Guarantors under the laws of the Other Guarantors’ respective states of organization, and that such opinion letters are being filed as exhibits to the Registration Statement as indicated on Schedule II hereto. With your permission we have assumed the correctness of the conclusions set forth in the Local Counsel Opinions and express no opinion herein with regard thereto.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (a) the Registration Statement has become effective under the Act, (b) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (c) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes, and the Guarantees (in the form examined by us) have been duly executed by the Subsidiary Guarantors, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Connecticut Guarantor provided for in the Indenture will constitute a valid and binding obligation of the Connecticut Guarantor.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Connecticut state law (excluding the securities and blue sky laws of such state, as to which we express no opinion). To the extent that any other laws govern any of the matters as to which we are opining herein, we have assumed, with your permission and without independent investigation, that such laws are identical to the state laws of the State of Connecticut, and we express no opinion as to whether such assumption is reasonable or correct. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the enforceability of the Exchange Notes.

(c) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

(d) We express no opinion as to the availability of any equitable or specific remedy upon any breach of any of the agreements as to which we are opining herein, or any of the agreements, documents or obligations referred to therein, or to the successful assertion of any equitable defenses, inasmuch as the availability of such remedies or the success of any equitable defense may be subject to the discretion of a court.

(e) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantees (collectively, the "Operative Documents") purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent, any Subsidiary Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Our opinion set forth herein is qualified to the extent that it may be subject to or affected by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws relating to or affecting the rights of creditors generally, (ii) statutory or decisional law concerning recourse by creditors to security in the absence of notice or hearing, (iii) duties and standards imposed on creditors and parties to contracts, including, without limitation, requirements of good faith, reasonableness and fair dealing, and (iv) general equitable principles.

(g) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

ROBINSON & COLE LLP

By: /s/ John B. Lynch
John B. Lynch, Jr., a Partner

SCHEDULE I

GUARANTORS

| Subsidiary Guarantors | State or other Jurisdiction of Formation |
|--|---|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver IIiff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas LLC | Delaware |
| CSE Elkton LLC | Delaware |
| CSE Elkton Realty LLC | Delaware |
| CSE Fairhaven LLC | Delaware |

Subsidiary Guarantors

**State or other
Jurisdiction of Formation**

| | |
|---|----------|
| 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 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 |
| 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 |

Subsidiary Guarantors

**State or other
Jurisdiction of Formation**

| | |
|--------------------------------------|----------|
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |
| OHI Asset (IN) Spring Mill, LLC | Delaware |
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |

Subsidiary Guarantors

**State or other
Jurisdiction of Formation**

| | |
|-------------------------------------|----------|
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |
| OHI Asset (TX) Burleson, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |

Subsidiary Guarantors

Hutton II Land, Inc.
Hutton III Land, Inc.
Leatherman 90-1, Inc.
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
Meridian Arms Land, Inc.
Orange Village Care Center, Inc.
St. Mary's Properties, Inc.
The Suburban Pavilion, Inc.
Wilcare, LLC
Pavillion North Partners, Inc.
Pavillion North, LLP
Pavillion Nursing Center North, Inc.

**State or other
Jurisdiction of Formation**

Ohio
Ohio
Ohio
Ohio
Ohio
Ohio
Ohio
Ohio
Ohio
Ohio
Pennsylvania
Pennsylvania
Pennsylvania

SCHEDULE II

LOCAL COUNSEL

| <u>Law Firm</u> | <u>State(s)</u> | <u>Exhibit</u> |
|---|---|-----------------------|
| Bryan Cave LLP | Arizona California Colorado Delaware Illinois Maryland | Exhibit 5.1 |
| Akerman LLP | Florida | Exhibit 5.3 |
| Ice Miller LLP | Indiana | Exhibit 5.4 |
| Baudino Law Group, PLC | Iowa | Exhibit 5.5 |
| Wyatt, Tarrant & Combs, LLP | Kentucky | Exhibit 5.6 |
| Partridge, Snow & Hahn LLP | Massachusetts | Exhibit 5.7 |
| Miller, Johnson, Snell & Cummiskey, P.L.C. | Michigan | Exhibit 5.8 |
| Dinsmore & Shohl LLP | Ohio | Exhibit 5.9 |
| Montgomery, McCracken, Walker & Rhoads, LLP | Pennsylvania | Exhibit 5.10 |
| Butler Snow, LLP | Mississippi | Exhibit 5.11 |



Akerman LLP
401 E. Jackson Street
Suite 1700
Tampa, FL 33602-5250

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4
SEC File No. 333-[]
Filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Florida counsel to Florida Real Estate Company, LLC, a Florida limited liability company (“FREC”), Pensacola Real Estate Holdings I, Inc., a Florida corporation (“Pensacola I”), Pensacola Real Estate Holdings II, Inc., a Florida corporation (“Pensacola II”), Pensacola Real Estate Holdings III, Inc., a Florida corporation (“Pensacola III”), Pensacola Real Estate Holdings IV, Inc., a Florida corporation (“Pensacola IV”), Pensacola Real Estate Holdings V, Inc., a Florida corporation (“Pensacola V”), Skyler Pensacola, Inc., a Florida corporation (“Skyler” and, together with FREC, Pensacola I, Pensacola II, Pensacola III, Pensacola IV, Pensacola V, and Skyler, the “Florida Subsidiaries”), each of which is a wholly owned, direct or indirect, as applicable, subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the “Parent”), in connection with the Registration Statement on Form S-4 (the “Registration Statement”) to be filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the “Subsidiary Guarantors”) with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), relating to the offer by the Parent (the “Exchange Offer”) to exchange up to \$400,000,000 in aggregate principal amount of the Parent’s registered 4.950% Senior Notes due 2024 (the “Exchange Notes”) for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the “Initial Notes”), under the indenture dated as of March 11, 2014 (the “Original Indenture”), among the Parent, the Subsidiary Guarantors signatory thereto and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by that certain First Supplemental Indenture dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the “Indenture”). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Florida and New York law with respect to the Florida Subsidiaries.

akerman.com

In connection with issuing this opinion, we have reviewed originals or copies of the following documents:

- (i) the Registration Statement (including all exhibits thereto);
 - (ii) the Indenture, including the form of the guarantees of the Exchange Notes (each, a “Guarantee” and, collectively, the “Guarantees”) provided for therein;
 - (iii) the Initial Notes;
 - (iv) the form of the Exchange Notes;
 - (v) the Articles of Organization of FREC, certified as true and correct by the Secretary of FREC as of August 11, 2014;
 - (vi) the Second Amended and Restated Limited Liability Company Agreement of FREC, dated January 22, 2010, true, correct and complete by the Secretary of FREC as of August 11, 2014;
 - (vii) resolutions adopted by written consent of the sole member of FREC as of March 4, 2014, authorizing, among other things, the execution and delivery by FREC of a Guarantee, certified as true, correct and complete by the Secretary of FREC as of August 11, 2014;
 - (viii) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date FREC is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active;
 - (ix) the Articles of Incorporation of Pensacola I and all amendments thereto, certified as true and correct by the Secretary of Pensacola I as of August 11, 2014;
 - (x) the Bylaws of Pensacola I and all amendments thereto, certified as true, correct and complete by the Secretary of Pensacola I as of August 11, 2014;
 - (xi) corporate resolutions adopted by written consent of the Board of Directors of Pensacola I as of March 4, 2014, authorizing, among other things, the execution and delivery by Pensacola I of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola I as of August 11, 2014;
 - (xii) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date Pensacola I is a corporation organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active;
 - (xiii) the Articles of Incorporation of Pensacola II and all amendments thereto, certified as true and correct by the Secretary of Pensacola II as of August 11, 2014;
-

- (xiv) the Bylaws of Pensacola II and all amendments thereto, certified as true, correct and complete by the Secretary of Pensacola II as of August 11, 2014;
 - (xv) corporate resolutions adopted by written consent of the Board of Directors of Pensacola II as of March 4, 2014, authorizing, among other things, the execution and delivery by Pensacola II of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola II as of August 11, 2014;
 - (xvi) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date Pensacola II is a corporation organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active;
 - (xvii) the Articles of Incorporation of Pensacola III and all amendments thereto, certified as true and correct by the Secretary of Pensacola III as of August 11, 2014;
 - (xviii) the Bylaws of Pensacola III and all amendments thereto, certified as true, correct and complete by the Secretary of Pensacola III as of August 11, 2014;
 - (xix) corporate resolutions adopted by written consent of the Board of Directors of Pensacola III as of March 4, 2014, authorizing, among other things, the execution and delivery by Pensacola III of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola III as of August 11, 2014;
 - (xx) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date Pensacola III is a corporation organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active;
 - (xxi) the Articles of Incorporation of Pensacola IV and all amendments thereto, certified as true and correct by the Secretary of Pensacola IV as of August 11, 2014;
 - (xxii) the Bylaws of Pensacola IV and all amendments thereto, certified as true, correct and complete by the Secretary of Pensacola IV as of August 11, 2014;
 - (xxiii) corporate resolutions adopted by written consent of the Board of Directors of Pensacola IV as of March 4, 2014, authorizing, among other things, the execution and delivery by Pensacola IV of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola IV as of August 11, 2014;
 - (xxiv) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date Pensacola IV is a corporation organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active;
 - (xxv) the Articles of Incorporation of Pensacola V and all amendments thereto, certified as true and correct by the Secretary of Pensacola V as of August 11, 2014;
-

- (xxvi) the Bylaws of Pensacola V and all amendments thereto, certified as true, correct and complete by the Secretary of Pensacola V as of August 11, 2014;
- (xxvii) corporate resolutions adopted by written consent of the Board of Directors of Pensacola V as of March 4, 2014, authorizing, among other things, the execution and delivery by Pensacola V of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola V as of August 11, 2014;
- (xxviii) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date Pensacola V is a corporation organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active;
- (xxix) the Articles of Incorporation of Skyler and all amendments thereto, certified as true and correct by the Secretary of Skyler as of August 11, 2014;
- (xxx) the Bylaws of Skyler and all amendments thereto, certified as true, correct and complete by the Secretary of Skyler as of August 11, 2014;
- (xxxi) corporate resolutions adopted by written consent of the Board of Directors of Skyler as of March 4, 2014, authorizing, among other things, the execution and delivery by Skyler of a Guarantee, certified as true, correct and complete by the Secretary of Skyler as of August 11, 2014; and
- (xxxii) a Certificate of the Secretary of State of Florida issued on June 13, 2014, stating, among other things, that as of such date Skyler is a corporation organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2014, and its status is active.

The documents in paragraphs (i) through (iv) above are collectively referred to as the "Transaction Documents," and the term Transaction Documents shall not include any other documents, contracts or matters referred to or described therein. The documents in paragraphs (v) through (xxxii) above are collectively referred to as the "Organizational and Authority Documents." Other than our review of the Transaction Documents and the Organizational and Authority Documents, we have not reviewed any other documents or made any independent investigation for the purpose of rendering this opinion, and we make no representation as to the scope or sufficiency of our documentation review for your purposes.

We have, with your consent, assumed that certificates of public officials dated earlier than the date of this opinion letter remain accurate from such earlier dates through and including the opinion letter date.

In rendering the opinions set forth herein, we have relied, without investigation, on each of the following assumptions: (a) the legal capacity of each natural person to take all actions required of each such person in connection with the Exchange Offer; (b) the legal existence of each party to the Transaction Documents, other than the Florida Subsidiaries; (c) the power of each party to the Transaction Documents, other than the Florida Subsidiaries, to execute, deliver, and perform all Transaction Documents executed and delivered by such party and to do each other act done or to be done by such party; (d) the authorization, execution, and delivery by each party, other than the Florida Subsidiaries, of each Transaction Document executed and delivered or to be executed and delivered by such party; (e) the legality, validity, binding effect, and enforceability as to each party, other than the Florida Subsidiaries, of each Transaction Document executed and delivered by such party or to be executed and delivered and of each other act done or to be done by such party; (f) there have been no undisclosed modifications of any provision of any document reviewed by us in connection with the rendering of this opinion letter, and no undisclosed prior waiver of any right or remedy contained in any of the Transaction Documents; (g) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a copy, and the authenticity of the original of each document received by us as a copy or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents, and if any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have further assumed that the document so filed is identical to the document we examined except for formatting changes; (h) the truthfulness of each statement as to all factual matters otherwise not known to us to be untruthful contained in any document encompassed within the diligence review undertaken by us; (i) each certificate or other document issued by a public authority is accurate, complete, and authentic as of the date of this opinion letter, and all official public records (including their proper indexing and filing) are accurate and complete; (j) the Exchange Offer and the conduct of the parties to the Exchange Offer comply with any requirement of good faith, fair dealing, and conscionability; (k) routine procedural matters such as service of process or qualification to do business in the relevant jurisdiction(s) will be satisfied by the parties seeking to enforce the Transaction Documents; (l) agreements (other than the Transaction Documents as to which opinions are being given) and judgments, decrees, and orders reviewed in connection with rendering the opinions will be enforced as written; (m) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, modify, or qualify the terms of the Transaction Documents or the rights of the parties thereunder; (n) the payment of all required documentary stamp taxes, intangible taxes, and other taxes and fees imposed upon the execution, filing, or recording of documents; and (o) with respect to the Exchange Offer and the Transaction Documents, including the inducement of the parties to enter into and perform their respective obligations thereunder, there has been no mutual mistake of fact or undue influence and there exists no fraud or duress.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations, and exceptions set forth herein, we are of the opinion that, when (a) the Registration Statement has become effective under the Act, (b) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (c) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee of each Florida Subsidiary (in the form examined by us) has been duly executed by each such Florida Subsidiary, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of each Florida Subsidiary provided for in the Indenture will constitute a valid and binding obligation of each such Florida Subsidiary.

The following Florida, New York and federal laws, rules and regulations are expressly excluded from the scope of this opinion letter: (a) securities laws, rules, and regulations; (b) Federal Reserve Board margin regulations; (c) laws, rules, and regulations regulating banks and other financial institutions, insurance companies, and investment companies; (d) pension and employee benefit laws, rules, and regulations, such as the Employee Retirement Income Security Act (ERISA); (e) labor laws, rules, and regulations, including laws on occupational safety and health (OSHA); (f) antitrust and unfair competition laws, rules, and regulations; (g) laws, rules, and regulations concerning compliance with fiduciary requirements; (h) laws, rules, and regulations concerning the creation, attachment, perfection, and priority of any lien or security interest; (i) laws, rules, and regulations relating to taxation; (j) bankruptcy, fraudulent conveyance, fraudulent transfer, and other insolvency laws; (k) environmental laws, rules, and regulations; (l) laws, rules, and regulations relating to patents, copyrights, trademarks, trade secrets, and other intellectual property; (m) local laws, statutes, administrative decisions, ordinances, rules, or regulations, including any zoning, planning, building, occupancy, or other similar approval or permit or any other ordinance or regulation of any county, municipality, township, or other political subdivision of the State of Florida; (n) criminal and state forfeiture laws and any racketeering laws, rules, and regulations; (o) other statutes of general application to the extent that they provide for criminal prosecution; (p) laws relating to terrorism or money laundering; (q) laws, regulations, and policies concerning national and local emergency and possible judicial deference to acts of sovereign states; (r) filing or consent requirements under any of the foregoing excluded laws; and (t) judicial and administrative decisions to the extent they deal with any of the foregoing excluded laws.

The foregoing opinion is subject to the following exceptions, qualifications, and limitations:

The opinion above is limited by: (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and transfer, and similar law affecting the rights of creditors' generally; and (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

No opinion is expressed herein with respect to any provision of the Transaction Documents that: (a) purports to excuse a party from liability for the party's own acts; (b) purports to make void any act done in contravention thereof; (c) purports to authorize a party to act in the party's sole discretion or purports to provide that determination by a party is conclusive; (d) requires waivers or amendments to be made only in writing; (e) purports to effect waivers of constitutional, statutory, or equitable rights or the effect of applicable laws, waivers of any statute of limitations, or waivers of broadly or vaguely stated rights, of unknown future defenses or of rights to damages; (f) imposes or permits: (i) liquidated damages, (ii) the appointment of a receiver, (iii) penalties, (iv) indemnification for gross negligence, willful misconduct, or other wrongdoing, (v) confessions of judgment, or (vi) rights of self-help or forfeiture; (g) purports to limit or alter laws requiring mitigation of damages; (h) concerns choice of forum, consent or submission to the personal or subject matter jurisdiction of courts, venue of actions, or means of service of process, waivers of rights to jury trials, and agreements regarding arbitration; (i) purports to reconstitute the terms thereof as necessary to avoid a claim or defense of usury; (j) purports to require a party thereto to pay or reimburse attorneys' fees incurred by another party, or to indemnify another party therefor, which provisions may be limited by applicable statutes and decisions relating to the collection and award of attorneys' fees; (k) relates to the evidentiary standards or other standards by which the Transaction Documents are to be construed, including, but not limited to, provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings; (l) enumerates that remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; (m) constitutes severability provisions; (n) permits the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform; (o) purports to create rights to setoff otherwise than in accordance with applicable law; (p) contains a blanket prohibition on assignments or a specific prohibition on assignment of payments due or to come due; or (q) purports to entitle any party to specific performance of any provision thereof.

We do not express any opinion as to the laws of any jurisdiction other than the States of Florida and New York and the United States of America. We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

This opinion letter speaks only as of the date hereof, and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal Matters" in the prospectus filed as a part thereof. We also consent to your filing copies of this opinion as an exhibit to the Registration Statement with agencies of such states as you deem necessary in the course of complying with the laws of such states regarding the Exchange Offer. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly
yours,

/s/
Akerman
LLP

**AKERMAN
LLP**

**Schedule I
Subsidiary Guarantors**

| Subsidiary Guarantors | State or Other Jurisdiction of Formation |
|--|---|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver Iliff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas 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 |

**Schedule I
Subsidiary Guarantors**

| Subsidiary Guarantors | State or Other Jurisdiction of Formation |
|-------------------------------------|---|
| 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 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 |
| 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 |
| Desert Lane LLC | Delaware |
| Greenbough, LLC | Delaware |

**Schedule I
Subsidiary Guarantors**

| Subsidiary Guarantors | State or Other Jurisdiction of Formation |
|--------------------------------------|---|
| LAD I Real Estate Company, LLC | Delaware |
| North Las Vegas LLC | Delaware |
| NRS Ventures, L.L.C. | Delaware |
| OHI Asset (AR) Ash Flat, LLC | Delaware |
| OHI Asset (AR) Camden, LLC | Delaware |
| OHI Asset (AR) Conway, LLC | Delaware |
| OHI Asset (AR) Des Arc, LLC | Delaware |
| OHI Asset (AR) Hot Springs, LLC | Delaware |
| OHI Asset (AR) Malvern, LLC | Delaware |
| OHI Asset (AR) Mena, LLC | Delaware |
| OHI Asset (AR) Pocahontas, LLC | Delaware |
| OHI Asset (AR) Sheridan, LLC | Delaware |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| OHI Asset (AZ) Austin House, LLC | Delaware |
| OHI Asset (CA), LLC | Delaware |
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |
| OHI Asset (IN) Spring Mill, LLC | Delaware |

**Schedule I
Subsidiary Guarantors**

| Subsidiary Guarantors | State or Other Jurisdiction of Formation |
|--|---|
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |
| OHI Asset (MD), LLC | Delaware |
| OHI Asset (MI) Heather Hills, LLC | Delaware |
| OHI Asset (MI), LLC | Delaware |
| OHI Asset (MO), LLC | Delaware |
| OHI Asset (MS) Byhalia, LLC | Delaware |
| OHI Asset (MS) Cleveland, LLC | Delaware |
| OHI Asset (MS) Clinton, LLC | Delaware |
| OHI Asset (MS) Columbia, LLC | Delaware |
| OHI Asset (MS) Corinth, LLC | Delaware |
| OHI Asset (MS) Greenwood, LLC | Delaware |
| OHI Asset (MS) Grenada, LLC | Delaware |
| OHI Asset (MS) Holly Springs, LLC | Delaware |
| OHI Asset (MS) Indianola, LLC | Delaware |
| OHI Asset (MS) Natchez, LLC | Delaware |
| OHI Asset (MS) Picayune, LLC | Delaware |
| OHI Asset (MS) Vicksburg, LLC | Delaware |
| OHI Asset (MS) Yazoo City, LLC | Delaware |
| OHI Asset (NC) Wadesboro, LLC | Delaware |
| OHI Asset (OH) Lender, LLC | Delaware |
| OHI Asset (OH), LLC | Delaware |
| OHI Asset (OR) Portland, LLC | Delaware |
| OHI Asset (PA), LLC | Delaware |
| OHI Asset (SC) Aiken, LLC | Delaware |
| OHI Asset (SC) Anderson, LLC | Delaware |
| OHI Asset (SC) Easley Anne, LLC | Delaware |
| OHI Asset (SC) Easley Crestview, LLC | Delaware |
| OHI Asset (SC) Edgefield, LLC | Delaware |
| OHI Asset (SC) Greenville, LLC | Delaware |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| OHI Asset (SC) Greenville North, LLC | Delaware |
| OHI Asset (SC) Greer, LLC | Delaware |
| OHI Asset (SC) Marietta, LLC | Delaware |
| OHI Asset (SC) McCormick, LLC | Delaware |
| OHI Asset (SC) Orangeburg, LLC | Delaware |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| OHI Asset (SC) Piedmont, LLC | Delaware |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |

**Schedule I
Subsidiary Guarantors**

| Subsidiary Guarantors | State or Other Jurisdiction of Formation |
|--|---|
| OHI Asset (TX) Burleson, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |
| Florida Real Estate Company, LLC | Florida |
| 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 |
| Skyler Pensacola, Inc. | Florida |
| OHI (Illinois), Inc. | Illinois |
| OHI (Indiana), Inc. | Indiana |
| OHI (Iowa), Inc. | Iowa |
| Sterling Acquisition Corp. | Kentucky |
| 48 High Point Road, LLC | Maryland |
| Arizona Lessor - Infinia, Inc. | Maryland |
| Bayside Street, Inc. | Maryland |
| Colorado Lessor - Conifer, Inc. | Maryland |

**Schedule I
Subsidiary Guarantors**

| Subsidiary Guarantors | State or Other Jurisdiction of Formation |
|--|---|
| Delta Investors I, LLC | Maryland |
| Delta Investors II, LLC | Maryland |
| Florida Lessor – Meadowview, Inc. | Maryland |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| Indiana Lessor – Wellington Manor, Inc. | Maryland |
| OHI Asset (PA) Trust | Maryland |
| OHI Asset II (PA) Trust | Maryland |
| OHI Asset III (PA) Trust | Maryland |
| OHI Asset IV (PA) Silver Lake Trust | Maryland |
| OHI Tennessee, Inc. | Maryland |
| Omega TRS I, Inc. | Maryland |
| Texas Lessor – Stonegate GP, Inc. | Maryland |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| Texas Lessor – Stonegate, LP | Maryland |
| Washington Lessor – Silverdale, Inc. | Maryland |
| OHIMA, Inc. | Massachusetts |
| 1200 Ely Street Holdings Co. LLC | Michigan |
| 42235 County Road Holdings Co. LLC | Michigan |
| Dixie White House Nursing Home, Inc. | Mississippi |
| Ocean Springs Nursing Home, Inc. | Mississippi |
| Skyler Boyington, Inc. | Mississippi |
| Skyler Florida, Inc. | Mississippi |
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |



One American Square | Suite 2900 | Indianapolis, IN 46282-0200

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by
Omega Healthcare Investors, Inc. et al

Ladies and Gentlemen:

We have served as special counsel to OHI (Indiana), Inc., an Indiana corporation (the "Opinion Subsidiary"), a wholly owned, direct subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 filed on or around August 11, 2014 (the "Registration Statement") by the Parent, the Opinion Subsidiary and certain other subsidiary guarantors (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee") as supplemented by that certain First Supplemental Indenture, dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms not otherwise defined herein, shall have the meanings ascribed in the Indenture, unless otherwise specified.

Except as described in this letter, we are not generally familiar with the business, records, transactions or activities of the Opinion Subsidiary. Our knowledge of its business, records, transactions and activities is limited to the Transaction Documents and Authorization Documents set forth below. We were not involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering a certain opinion under the laws of the State of Indiana and the State of New York, as applicable.

Ice Miller LLP | Chicago | Cleveland | Columbus | DuPage County, Ill. | Indianapolis | Washington, D.C. | icemiller.com

In connection herewith, we have examined originals or copies, certified or otherwise identified to our satisfaction, of those documents, corporate or other records, certificates and other papers that we deemed necessary to examine for the purpose of this opinion letter, including without limitation the following documents:

- (1) the Registration Statement (including all filed exhibits thereto);
- (2) an executed copy of the Indenture, including the form of guarantees of the Exchange Notes (each, a “Guarantee”) provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) articles of incorporation and bylaws of the Opinion Subsidiary as in effect on the date hereof and as certified by the Secretary or Assistant Secretary of the Opinion Subsidiary (the “Organizational Documents”);
- (6) a certificate of legal existence for the Opinion Subsidiary as of a recent date; and
- (7) a certificate of the Secretary or Assistant Secretary of the Opinion Subsidiary, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the “Transaction Documents.” The documents referenced as (5) through (7) are collectively referred to as the “Authorization Documents.”

In rendering this opinion letter, we have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate agreements and instruments of the Opinion Subsidiary, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiary, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinion hereinafter expressed.

We have made such examination of the laws of the State of Indiana and the State of New York as we deemed relevant for purposes of this opinion letter, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Indiana, the State of New York and the laws of the United States of general application to transactions in the States of Indiana and New York.

In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiary.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiary, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and (iv) the Guarantee of the Opinion Subsidiary (in the form examined by us) has been duly executed by the Opinion Subsidiary, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Opinion Subsidiary provided for in the Indenture will constitute a valid and binding obligation of the Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) We express no opinion herein regarding Indiana or New York securities and blue sky laws.

(b) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

(c) Our opinion may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to: (i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantees (collectively, the "Operative Documents") purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Opinion Subsidiary or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitation or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or (ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Enforceability of the Guarantee is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantee may be unenforceable under or limited by the laws of the State of Indiana and/or the State of New York; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantee, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantee after execution and delivery of such Guarantee may prevent the practical realization of the benefits intended by the Guarantee through a release or discharge of the Opinion Subsidiary.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof and is subject to, and may be effected by, future changes in the factual matters set forth herein, or future legislative action or judicial decisions and we undertake no duty to advise you of the same. We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Ice Miller LLP



Des Moines

Albany

Atlanta

Kevin D. Morgan

0001613507

Resident in Des Moines Office

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle, Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc. (File No. 333-_____)

Ladies and Gentlemen:

We have served as special Iowa counsel to OHI (Iowa), Inc., an Iowa corporation (the "Iowa Subsidiary Guarantor"), a wholly owned subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and by the subsidiary guarantors listed on Schedule I hereto (the "Guarantors"), which includes the Iowa Subsidiary Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture, dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Iowa law.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);

- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a “Guarantee,” and collectively, the “Guarantees”) provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the articles of incorporation and bylaws of the Iowa Subsidiary Guarantor as in effect on the date hereof and as certified by the Secretary of the Iowa Subsidiary Guarantor (the “Organizational Documents”);
- (6) a certificate of legal existence and good standing for the Iowa Subsidiary Guarantor as of a recent date; and
- (7) a certificate of the Secretary of the Iowa Subsidiary Guarantor, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the “Transaction Documents.” The documents referenced as items (1) through (7) above are collectively referred to as the “Reviewed Documents.”

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Iowa Subsidiary Guarantor, certificates of public officials and officers or other appropriate representatives of the Iowa Subsidiary Guarantor, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission’s Electronic Data Gathering Analysis and Retrieval system (“EDGAR”) or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Iowa Subsidiary Guarantor.

In connection herewith, we have assumed that, other than with respect to the Iowa Subsidiary Guarantor, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee (in the form examined by us) has been duly executed by the Iowa Subsidiary Guarantor, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Iowa Subsidiary Guarantor provided for in the Indenture will constitute a valid and binding obligation of the Iowa Subsidiary Guarantor under Iowa law.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Iowa state law (excluding the securities and blue sky laws of Iowa, as to which we express no opinion) and the federal laws of the United States of America. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the enforceability of the Exchange Notes.

(c) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantee (collectively, the "Operative Documents") purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Iowa Subsidiary Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Enforceability of the Guarantee is further subject to the qualifications that certain waivers, procedures, remedies, and other provisions of the Guarantee may be unenforceable under or limited by Iowa law; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantee, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantee after execution and delivery of such Guarantee may prevent the practical realization of the benefits intended by the Guarantee through a release or discharge of the Iowa Subsidiary Guarantor.

(g) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Sincerely,

BAUDINO LAW GROUP, PLC

By: /s/ Kevin D. Morgan

Kevin D. Morgan

**Schedule I
Guarantors**

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|--|-------------|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver Iliff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas 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 |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|---|----------|
| 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 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 |
| 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 |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|--------------------------------------|----------|
| CSE Woodfin L.P. | Delaware |
| CSE Yorktown LLC | Delaware |
| Desert Lane LLC | Delaware |
| Greenbough, LLC | Delaware |
| LAD I Real Estate Company, LLC | Delaware |
| North Las Vegas LLC | Delaware |
| NRS Ventures, L.L.C. | Delaware |
| OHI Asset (AR) Ash Flat, LLC | Delaware |
| OHI Asset (AR) Camden, LLC | Delaware |
| OHI Asset (AR) Conway, LLC | Delaware |
| OHI Asset (AR) Des Arc, LLC | Delaware |
| OHI Asset (AR) Hot Springs, LLC | Delaware |
| OHI Asset (AR) Malvern, LLC | Delaware |
| OHI Asset (AR) Mena, LLC | Delaware |
| OHI Asset (AR) Pocahontas, LLC | Delaware |
| OHI Asset (AR) Sheridan, LLC | Delaware |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| OHI Asset (AZ) Austin House, LLC | Delaware |
| OHI Asset (CA), LLC | Delaware |
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|--|----------|
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |
| OHI Asset (IN) Spring Mill, LLC | Delaware |
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |
| OHI Asset (MD), LLC | Delaware |
| OHI Asset (MI) Heather Hills, LLC | Delaware |
| OHI Asset (MI), LLC | Delaware |
| OHI Asset (MO), LLC | Delaware |
| OHI Asset (MS) Byhalia, LLC | Delaware |
| OHI Asset (MS) Cleveland, LLC | Delaware |
| OHI Asset (MS) Clinton, LLC | Delaware |
| OHI Asset (MS) Columbia, LLC | Delaware |
| OHI Asset (MS) Corinth, LLC | Delaware |
| OHI Asset (MS) Greenwood, LLC | Delaware |
| OHI Asset (MS) Grenada, LLC | Delaware |
| OHI Asset (MS) Holly Springs, LLC | Delaware |
| OHI Asset (MS) Indianola, LLC | Delaware |
| OHI Asset (MS) Natchez, LLC | Delaware |
| OHI Asset (MS) Picayune, LLC | Delaware |
| OHI Asset (MS) Vicksburg, LLC | Delaware |
| OHI Asset (MS) Yazoo City, LLC | Delaware |
| OHI Asset (NC) Wadesboro, LLC | Delaware |
| OHI Asset (OH) Lender, LLC | Delaware |
| OHI Asset (OH), LLC | Delaware |
| OHI Asset (OR) Portland, LLC | Delaware |
| OHI Asset (PA), LLC | Delaware |
| OHI Asset (SC) Aiken, LLC | Delaware |
| OHI Asset (SC) Anderson, LLC | Delaware |
| OHI Asset (SC) Easley Anne, LLC | Delaware |
| OHI Asset (SC) Easley Crestview, LLC | Delaware |
| OHI Asset (SC) Edgefield, LLC | Delaware |
| OHI Asset (SC) Greenville, LLC | Delaware |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| OHI Asset (SC) Greenville North, LLC | Delaware |
| OHI Asset (SC) Greer, LLC | Delaware |
| OHI Asset (SC) Marietta, LLC | Delaware |
| OHI Asset (SC) McCormick, LLC | Delaware |
| OHI Asset (SC) Orangeburg, LLC | Delaware |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| OHI Asset (SC) Piedmont, LLC | Delaware |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|--|----------|
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |
| OHI Asset (TX) Burlison, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |
| Florida Real Estate Company, LLC | Florida |
| 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 |
| Skyler Pensacola, Inc. | Florida |
| OHI (Illinois), Inc. | Illinois |
| OHI (Indiana), Inc. | Indiana |
| OHI (Iowa), Inc. | Iowa |
| Sterling Acquisition Corp. | Kentucky |
| 48 High Point Road, LLC | Maryland |
| Arizona Lessor - Infinia, Inc. | Maryland |
| Bayside Street, Inc. | Maryland |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|--|---------------|
| Colorado Lessor - Conifer, Inc. | Maryland |
| Delta Investors I, LLC | Maryland |
| Delta Investors II, LLC | Maryland |
| Florida Lessor – Meadowview, Inc. | Maryland |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| Indiana Lessor – Wellington Manor, Inc. | Maryland |
| OHI Asset (PA) Trust | Maryland |
| OHI Asset II (PA) Trust | Maryland |
| OHI Asset III (PA) Trust | Maryland |
| OHI Asset IV (PA) Silver Lake Trust | Maryland |
| OHI Tennessee, Inc. | Maryland |
| Omega TRS I, Inc. | Maryland |
| Texas Lessor – Stonegate GP, Inc. | Maryland |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| Texas Lessor – Stonegate, LP | Maryland |
| Washington Lessor – Silverdale, Inc. | Maryland |
| OHIMA, Inc. | Massachusetts |
| 1200 Ely Street Holdings Co. LLC | Michigan |
| 42235 County Road Holdings Co. LLC | Michigan |
| Dixie White House Nursing Home, Inc. | Mississippi |
| Ocean Springs Nursing Home, Inc. | Mississippi |
| Skyler Boyington, Inc. | Mississippi |
| Skyler Florida, Inc. | Mississippi |
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |

Schedule II
Local Counsel

| Law Firm | State | Exhibit |
|---|---------------|----------------|
| Robinson & Cole LLP | Connecticut | Exhibit 5.2 |
| Akerman LLP | Florida | Exhibit 5.3 |
| Ice Miller LLP | Indiana | Exhibit 5.4 |
| Baudino Law Group, PLC | Iowa | Exhibit 5.5 |
| Wyatt, Tarrant & Combs, LLP | Kentucky | Exhibit 5.6 |
| Partridge, Snow & Hahn LLP | Massachusetts | Exhibit 5.7 |
| Miller, Johnson, Snell & Cumiskey, P.L.C. | Michigan | Exhibit 5.8 |
| Dinsmore & Shohl LLP | Ohio | Exhibit 5.9 |
| Montgomery, McCracken, Walker & Rhoads, LLP | Pennsylvania | Exhibit 5.10 |
| Butler Snow, LLP | Mississippi | Exhibit 5.11 |

[Letterhead of Wyatt, Tarrant & Combs, LLP]

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc. (File No. 333-_____)

Ladies and Gentlemen:

We have served as special Kentucky counsel to that certain wholly owned, direct or indirect subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), identified as "Opinion Subsidiary" on Schedule I hereto (the "Opinion Subsidiary"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Kentucky law with respect to the Opinion Subsidiary.

In connection herewith, we have examined:

1. the Registration Statement (including all exhibits thereto);
2. an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee") provided for therein;
3. the form of the Initial Notes;
4. the form of the Exchange Notes;
5. the articles of incorporation and bylaws of the Opinion Subsidiary as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of such Opinion Subsidiary as of August 9, 2012 (the "Organizational Documents");
6. a certificate of existence for each of the Opinion Subsidiary as of June 13, 2014; and
7. certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of the Opinion Subsidiary as of March 11, 2014, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Opinion Subsidiary, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiary, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiary.

In connection herewith, we have assumed that other than with respect to the Opinion Subsidiary and its Guarantee, all of the documents referred to in this opinion have been duly authorized, executed and delivered by all of the parties thereto, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee (in the form examined by us) has been duly executed by the Opinion Subsidiary, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of Opinion Subsidiary provided for in the Indenture will constitute a valid and binding obligation of Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Kentucky state law (excluding the securities and blue sky laws of such state, as to which we express no opinion). The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) in the Commonwealth of Kentucky on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the enforceability of the Exchange Notes or any of the other Transaction Documents other than the Guarantee of the Opinion Subsidiary. We have assumed that there has been no misrepresentation, fraud, duress, or mutual mistake of fact by any of the parties to the Transaction Documents.

(c) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrance of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

(d) The opinion expressed herein is subject to and may be limited by: (i) all applicable bankruptcy, insolvency, reorganization, receivership, fraudulent conveyancing, preferential transfer, moratorium or similar laws of general application and court decisions affecting the rights of creditors; (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity); and (iii) an implied covenant of good faith and fair dealing.

(e) Certain rights, remedies and other provisions in the Guarantee of the Opinion Subsidiary may be limited or rendered unenforceable by applicable laws of the Commonwealth of Kentucky or judicial decisions governing such provisions, but in our opinion such laws and judicial decisions do not, subject to the other qualifications and limitations in this opinion, render the Guarantee of the Opinion Subsidiary invalid as a whole, and there exist, in the Guarantee of the Opinion Subsidiary or pursuant to applicable law, adequate rights, remedies and provisions for the practical realization of the principal benefits intended to be provided by the Guarantee of the Opinion Subsidiary, except for the economic consequences of any judicial, administrative or other procedural delay which may be imposed by, relate to or result from such laws and judicial decisions.

(f) Any provisions contained in any of the Guarantee of the Opinion Subsidiary reciting that various acts or omissions of the Trustee shall not impair the rights and remedies of the Trustee may not be enforceable depending on the particular facts and circumstances bearing upon the conduct of the Trustee with regard to such acts or omissions.

(g) Any provisions contained in any of the Guarantee of the Opinion Subsidiary for waiver of jury trial by the Opinion Subsidiary, or that impose liquidated damages, penalties, forfeitures, late payment charges or an increase in the applicable interest rate upon default by the Opinion Subsidiary, or upon other conditions, that appoint the Trustee or others as the agent or attorney-in-fact for the Opinion Subsidiary, that provide that the Trustee shall be liable only for gross negligence or willful misconduct, or that purport to select a particular court as the forum for the resolution of disputes may not be enforceable under Kentucky law but their inclusion in the Guarantee of the Opinion Subsidiary will not impair the validity, binding effect or enforceability of the other provisions of the Guarantee of the Opinion Subsidiary.

(h) We express no opinion as to the enforceability of (1) any provision of the Guarantee of the Opinion Subsidiary purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) provide that remedies are cumulative or that decisions by a party are conclusive or (E) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of the Guarantee of the Opinion Subsidiary relating to choice of law.

(i) No opinion is expressed regarding: (i) the laws, statutes and ordinances, administrative decisions, rules and regulations and other legal requirements of counties, towns, municipalities and political subdivisions of Kentucky; or (ii) any law or regulation concerning securities, taxation, labor, employee benefits, environmental protection, anti-trust or unfair competition.

(j) We express no opinion on the enforceability of any prepayment premium in the event that it is held to be a penalty, an unreasonable charge or anything other than a valid liquidated damages clause.

(k) We express no opinion as to any tax matters, the enforceability or impact of any tax laws or tax-related provisions in the Guarantee of the Opinion Subsidiary, or the availability of any tax credits or abatements.

(l) We call your attention to the fact that we do not routinely act as counsel to the Opinion Subsidiary, and have made no special inquiry of such parties and are unaware of the existence of any specific factual matters pertaining to such parties which could affect this opinion.

Omega Healthcare Investors, Inc.
August 11, 2014
Page 7

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

Wyatt, Tarrant & Combs, LLP

/s/ Wyatt, Tarrant & Combs, LLP

Schedule I

Subsidiary Guarantors

(** indicates an Opinion Subsidiary)

| Subsidiary Guarantors | State or other jurisdiction of formation |
|--|--|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver Iliff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas LLC | Delaware |
| CSE Elkton LLC | Delaware |
| CSE Elkton Realty LLC | Delaware |
| CSE Fairhaven LLC | Delaware |

Subsidiary Guarantors**State or other jurisdiction
of formation**

| | |
|---|----------|
| 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 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 |
| 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 |

Subsidiary Guarantors**State or other jurisdiction
of formation**

| | |
|----------------------------------|----------|
| 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 |
| Desert Lane LLC | Delaware |
| Greenbough, LLC | Delaware |
| LAD I Real Estate Company, LLC | Delaware |
| North Las Vegas LLC | Delaware |
| NRS Ventures, L.L.C. | Delaware |
| OHI Asset (AR) Ash Flat, LLC | Delaware |
| OHI Asset (AR) Camden, LLC | Delaware |
| OHI Asset (AR) Conway, LLC | Delaware |
| OHI Asset (AR) Des Arc, LLC | Delaware |
| OHI Asset (AR) Hot Springs, LLC | Delaware |
| OHI Asset (AR) Malvern, LLC | Delaware |
| OHI Asset (AR) Mena, LLC | Delaware |
| OHI Asset (AR) Pocahontas, LLC | Delaware |
| OHI Asset (AR) Sheridan, LLC | Delaware |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| OHI Asset (AZ) Austin House, LLC | Delaware |
| OHI Asset (CA), LLC | Delaware |
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |

Subsidiary Guarantors**State or other jurisdiction
of formation**

| | |
|--------------------------------------|----------|
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |
| OHI Asset (IN) Spring Mill, LLC | Delaware |
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |
| OHI Asset (MD), LLC | Delaware |
| OHI Asset (MI) Heather Hills, LLC | Delaware |
| OHI Asset (MI), LLC | Delaware |
| OHI Asset (MO), LLC | Delaware |
| OHI Asset (MS) Byhalia, LLC | Delaware |
| OHI Asset (MS) Cleveland, LLC | Delaware |
| OHI Asset (MS) Clinton, LLC | Delaware |
| OHI Asset (MS) Columbia, LLC | Delaware |
| OHI Asset (MS) Corinth, LLC | Delaware |
| OHI Asset (MS) Greenwood, LLC | Delaware |
| OHI Asset (MS) Grenada, LLC | Delaware |
| OHI Asset (MS) Holly Springs, LLC | Delaware |
| OHI Asset (MS) Indianola, LLC | Delaware |
| OHI Asset (MS) Natchez, LLC | Delaware |
| OHI Asset (MS) Picayune, LLC | Delaware |

Subsidiary Guarantors**State or other jurisdiction
of formation**

| | |
|--|----------|
| OHI Asset (MS) Vicksburg, LLC | Delaware |
| OHI Asset (MS) Yazoo City, LLC | Delaware |
| OHI Asset (NC) Wadesboro, LLC | Delaware |
| OHI Asset (OH) Lender, LLC | Delaware |
| OHI Asset (OH), LLC | Delaware |
| OHI Asset (OR) Portland, LLC | Delaware |
| OHI Asset (PA), LLC | Delaware |
| OHI Asset (SC) Aiken, LLC | Delaware |
| OHI Asset (SC) Anderson, LLC | Delaware |
| OHI Asset (SC) Easley Anne, LLC | Delaware |
| OHI Asset (SC) Easley Crestview, LLC | Delaware |
| OHI Asset (SC) Edgefield, LLC | Delaware |
| OHI Asset (SC) Greenville, LLC | Delaware |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| OHI Asset (SC) Greenville North, LLC | Delaware |
| OHI Asset (SC) Greer, LLC | Delaware |
| OHI Asset (SC) Marietta, LLC | Delaware |
| OHI Asset (SC) McCormick, LLC | Delaware |
| OHI Asset (SC) Orangeburg, LLC | Delaware |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| OHI Asset (SC) Piedmont, LLC | Delaware |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |
| OHI Asset (TX) Burleson, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |

Subsidiary Guarantors

**State or other jurisdiction
of formation**

| | |
|--|-----------------|
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |
| Florida Real Estate Company, LLC | Florida |
| 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 |
| Skyler Pensacola, Inc. | Florida |
| OHI (Illinois), Inc. | Illinois |
| OHI (Indiana), Inc. | Indiana |
| OHI (Iowa), Inc. | Iowa |
| Sterling Acquisition Corp.** | Kentucky |
| 48 High Point Road, LLC | Maryland |
| Arizona Lessor - Infinia, Inc. | Maryland |
| Bayside Street, Inc. | Maryland |
| Colorado Lessor - Conifer, Inc. | Maryland |
| Delta Investors I, LLC | Maryland |
| Delta Investors II, LLC | Maryland |
| Florida Lessor – Meadowview, Inc. | Maryland |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| Indiana Lessor – Wellington Manor, Inc. | Maryland |
| OHI Asset (PA) Trust | Maryland |
| OHI Asset II (PA) Trust | Maryland |
| OHI Asset III (PA) Trust | Maryland |
| OHI Asset IV (PA) Silver Lake Trust | Maryland |
| OHI Tennessee, Inc. | Maryland |

Subsidiary Guarantors**State or other jurisdiction
of formation**

| | |
|---|---------------|
| Omega TRS I, Inc. | Maryland |
| Texas Lessor – Stonegate GP, Inc. | Maryland |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| Texas Lessor – Stonegate, LP | Maryland |
| Washington Lessor – Silverdale, Inc. | Maryland |
| OHIMA, Inc. | Massachusetts |
| 1200 Ely Street Holdings Co. LLC | Michigan |
| 42235 County Road Holdings Co. LLC | Michigan |
| Dixie White House Nursing Home, Inc. | Mississippi |
| Ocean Springs Nursing Home, Inc. | Mississippi |
| Skyler Boyington, Inc. | Mississippi |
| Skyler Florida, Inc. | Mississippi |
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |



August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Massachusetts counsel to that certain wholly owned, direct or indirect, as applicable, subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent") identified as "Ohima, Inc.," a Massachusetts corporation on Schedule I hereto (the "Opinion Subsidiary"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Massachusetts law.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee") provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the charter, certificate or articles of incorporation, formation or trust and bylaws, limited liability company agreement, limited partnership agreement or other organizational documents of the Opinion Subsidiary as in effect on the date hereof and as certified by the Secretary, Assistant Secretary or other appropriate representative of the Opinion Subsidiary (the "Organizational Documents");

40 Westminster Street, Suite 1100 • Providence RI 02903 • 401 861-8200 • Fax 401 861-8210 • www.psh.com

PROVIDENCE

SOUTHCOAST

METROWEST

BOSTON

- (6) a certificate of legal existence and good standing for the Opinion Subsidiary as of a recent date; and
- (7) a certificate of the Secretary or other appropriate representatives of the Opinion Subsidiary, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Opinion Subsidiary, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiary, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiary.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiary, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee (in the form examined by us) has been duly executed by the Opinion Subsidiary, in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Opinion Subsidiary provided for in the Indenture will constitute a valid and binding obligation of the Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Massachusetts state law (excluding the securities and blue sky laws of such state, as to which we express no opinion) and the federal laws of the United States of America. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(c) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to the enforceability of (1) any provision of the Indenture purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Parent, the Opinion Subsidiary or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of the Indenture relating to choice of law.

(e) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ PARTRIDGE SNOW & HAHN LLP

Schedule I

Subsidiary Guarantors

| Subsidiary | State or other jurisdiction of formation |
|--|--|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver Iliff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas 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 |

Subsidiary**State or other jurisdiction of formation**

| | |
|-------------------------------------|----------|
| 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 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 |
| 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 |

Subsidiary**State or other jurisdiction of formation**

| | |
|--------------------------------------|----------|
| Desert Lane LLC | Delaware |
| Greenbough, LLC | Delaware |
| LAD I Real Estate Company, LLC | Delaware |
| North Las Vegas LLC | Delaware |
| NRS Ventures, L.L.C. | Delaware |
| OHI Asset (AR) Ash Flat, LLC | Delaware |
| OHI Asset (AR) Camden, LLC | Delaware |
| OHI Asset (AR) Conway, LLC | Delaware |
| OHI Asset (AR) Des Arc, LLC | Delaware |
| OHI Asset (AR) Hot Springs, LLC | Delaware |
| OHI Asset (AR) Malvern, LLC | Delaware |
| OHI Asset (AR) Mena, LLC | Delaware |
| OHI Asset (AR) Pocahontas, LLC | Delaware |
| OHI Asset (AR) Sheridan, LLC | Delaware |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| OHI Asset (AZ) Austin House, LLC | Delaware |
| OHI Asset (CA), LLC | Delaware |
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| | |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |

| Subsidiary | State or other jurisdiction of formation |
|--|--|
| OHI Asset (IN) Spring Mill, LLC | Delaware |
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |
| OHI Asset (MD), LLC | Delaware |
| OHI Asset (MI) Heather Hills, LLC | Delaware |
| OHI Asset (MI), LLC | Delaware |
| OHI Asset (MO), LLC | Delaware |
| OHI Asset (MS) Byhalia, LLC | Delaware |
| OHI Asset (MS) Cleveland, LLC | Delaware |
| OHI Asset (MS) Clinton, LLC | Delaware |
| OHI Asset (MS) Columbia, LLC | Delaware |
| OHI Asset (MS) Corinth, LLC | Delaware |
| OHI Asset (MS) Greenwood, LLC | Delaware |
| OHI Asset (MS) Grenada, LLC | Delaware |
| OHI Asset (MS) Holly Springs, LLC | Delaware |
| OHI Asset (MS) Indianola, LLC | Delaware |
| OHI Asset (MS) Natchez, LLC | Delaware |
| OHI Asset (MS) Picayune, LLC | Delaware |
| OHI Asset (MS) Vicksburg, LLC | Delaware |
| OHI Asset (MS) Yazoo City, LLC | Delaware |
| OHI Asset (NC) Wadesboro, LLC | Delaware |
| OHI Asset (OH) Lender, LLC | Delaware |
| OHI Asset (OH), LLC | Delaware |
| OHI Asset (OR) Portland, LLC | Delaware |
| OHI Asset (PA), LLC | Delaware |
| OHI Asset (SC) Aiken, LLC | Delaware |
| OHI Asset (SC) Anderson, LLC | Delaware |
| OHI Asset (SC) Easley Anne, LLC | Delaware |
| OHI Asset (SC) Easley Crestview, LLC | Delaware |
| OHI Asset (SC) Edgefield, LLC | Delaware |
| OHI Asset (SC) Greenville, LLC | Delaware |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| OHI Asset (SC) Greenville North, LLC | Delaware |
| OHI Asset (SC) Greer, LLC | Delaware |
| OHI Asset (SC) Marietta, LLC | Delaware |
| OHI Asset (SC) McCormick, LLC | Delaware |
| OHI Asset (SC) Orangeburg, LLC | Delaware |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| OHI Asset (SC) Piedmont, LLC | Delaware |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |

| Subsidiary | State or other jurisdiction of formation |
|--|--|
| OHI Asset (TX) Burleson, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |
| Florida Real Estate Company, LLC | Florida |
| 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 |
| Skyler Pensacola, Inc. | Florida |
| OHI (Illinois), Inc. | Illinois |
| OHI (Indiana), Inc. | Indiana |
| OHI (Iowa), Inc. | Iowa |
| Sterling Acquisition Corp. | Kentucky |
| 48 High Point Road, LLC | Maryland |
| Arizona Lessor - Infinia, Inc. | Maryland |
| Bayside Street, Inc. | Maryland |
| Colorado Lessor - Conifer, Inc. | Maryland |
| Delta Investors I, LLC | Maryland |

| Subsidiary | State or other jurisdiction of formation |
|--|--|
| Delta Investors II, LLC | Maryland |
| Florida Lessor – Meadowview, Inc. | Maryland |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| Indiana Lessor – Wellington Manor, Inc. | Maryland |
| OHI Asset (PA) Trust | Maryland |
| OHI Asset II (PA) Trust | Maryland |
| OHI Asset III (PA) Trust | Maryland |
| OHI Asset IV (PA) Silver Lake Trust | Maryland |
| OHI Tennessee, Inc. | Maryland |
| Omega TRS I, Inc. | Maryland |
| Texas Lessor – Stonegate GP, Inc. | Maryland |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| Texas Lessor – Stonegate, LP | Maryland |
| Washington Lessor – Silverdale, Inc. | Maryland |
| OHIMA, Inc. | Massachusetts |
| 1200 Ely Street Holdings Co. LLC | Michigan |
| 42235 County Road Holdings Co. LLC | Michigan |
| Dixie White House Nursing Home, Inc. | Mississippi |
| Ocean Springs Nursing Home, Inc. | Mississippi |
| Skyler Boyington, Inc. | Mississippi |
| Skyler Florida, Inc. | Mississippi |
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |

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Chris M. Schlegel
Aliyya Clement Rizley
C. J. Schneider

Justin M. Bratt
Tripp W. Vander Wal
Patrick M. Jaicomo
Andrew A. Cascini
Katerina M. Vujea
Kaley M. Connelly
Andrew L. Kortesoja

Of Counsel
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Boyd A. Henderson
Bert J. Fortuna, Jr.
Brent D. Rector
Robert W. Scott
Glen V. Borre

Robert J. Miller
(1916 -1982)
Robert A. Johnson
(1910 - 1976)
Arthur R. Snell
(1916 - 1995)
John W. Cummiskey
(1917 - 2002)

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have acted as special Michigan counsel to 42235 County Road Holdings Co. LLC, a Michigan limited liability company ("42235 County Road"), and 1200 Ely Street Holdings Co. LLC, a Michigan limited liability company ("1200 Ely Street" and, together with 42235 County Road, the "Michigan Guarantors"), each a direct or indirect subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of June 27, 2014 (the "Supplemental Indenture" and, together with the Original Indenture, the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of any of the other Transaction Documents (as defined below), or any of the related agreements executed or delivered in connection therewith. We have been retained solely for the purpose of rendering certain opinions pursuant to Michigan law.

In connection herewith, we have examined:

1. the Registration Statement in the form to be filed with the Commission on August 11, 2014;
 2. an executed copy of the Original Indenture, including the form of guarantee of the Notes (each, a "Guarantee") provided for therein;
 3. an executed copy of the Supplemental Indenture;
 4. an executed copy of the Initial Notes and the notation of Subsidiary Guarantee endorsed thereon;
 5. the form of the Exchange Notes attached as Exhibit A to the Original Indenture;
 6. the form of notation of Subsidiary Guarantee to be endorsed on the Exchange Notes attached as Exhibit E to the Original Indenture;
 7. the Articles of Organization of 42235 County Road as certified by the Secretary of State of the State of Michigan as of July 30, 2014;
 8. the Limited Liability Company Agreement, as amended, of 42235 County Road, as in effect on the date hereof and as certified by the Secretary of the Michigan Guarantors;
 9. the Articles of Organization of 1200 Ely Road as certified by the Secretary of State of the State of Michigan as of July 30, 2014;
 10. the Amended and Restated Operating Agreement, as amended, of 1200 Ely Road, as in effect on the date hereof and as certified by the Secretary of the Michigan Guarantors;
-

11. a Certificate of Good Standing from the Michigan Department of Licensing and Regulatory Affairs dated July 30, 2014 with respect to each of the Michigan Guarantors;
12. a certificate of the Secretary of the Michigan Guarantors dated August 11, 2014 (the "Secretary Certificate"); and
13. certain resolutions adopted by the sole director or an officer of the sole member of each of the Michigan Guarantors on March 4, 2014 relating to the transactions referred to herein, as certified by the Secretary of the Michigan Guarantors.

The documents referenced as items (1) through (6) above are collectively referred to as the "Transaction Documents."

For purposes of this opinion letter, we have not reviewed any documents other than the foregoing. In particular, we have not reviewed any document that is referred to in or incorporated by reference into the Indenture (other than the Initial Notes, the form of Exchange Notes and the form of notation of Subsidiary Guarantee). We have assumed that there exists no provision in any document that we have not reviewed that bears upon or is inconsistent with the opinion stated herein. We have also assumed, with your permission, that (i) the certifications set forth in the Secretary Certificate are true and correct as of the date hereof and (ii) the organizational and governing documents and resolutions referenced in the Secretary Certificate and in items (7) through (12) above, have not been amended, altered, repealed or superseded. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sources maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. As to matters of fact material to our opinion, we have relied, without independent investigation, upon the representations contained in the Transaction Documents and on statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Michigan Guarantors.

In connection herewith, we have assumed that, other than with respect to the Michigan Guarantors, all of the Transaction Documents have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have also assumed, with your permission, that the Trustee has duly authenticated the Initial Notes.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement as finally amended (including all pre- and post-effective amendments) has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and duly authenticated and delivered by the Trustee in accordance with the provisions of the Indenture and issued in exchange for the Initial Notes and the notations of Subsidiary Guarantee (in the form examined by us) have been duly executed by the Michigan Guarantors, each in accordance with the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee provided for in the Indenture by each of the Michigan Guarantors with respect to the Exchange Notes will constitute a valid and binding obligation of each Michigan Guarantor.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

a. Our opinion herein reflects only the application of applicable Michigan law (excluding the securities and blue sky laws of such State) that we, based on our experience, recognize as applicable to the Michigan Guarantors in a transaction of the type contemplated by the Indenture. We express no opinion as to the effect of the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. We note that the Guarantee and the Indenture are to be governed by and are to be construed and enforced in accordance with the substantive laws of the State of New York. However, in rendering the opinions expressed herein, we have assumed, with your permission, that the substantive laws of the State of Michigan would apply.

b. We express no opinion as to the enforceability of the Exchange Notes.

c. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

d. Our opinion contained herein is subject to the effect of any (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), (iii) implied covenant of good faith and fair dealing, and (iv) securities laws and public policy underlying such laws with respect to rights to indemnification and contribution.

e. Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

f. We express no opinion as to the enforceability of (1) any provision of the Indenture purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Company or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of the Indenture relating to choice of law.

g. We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

h. We express no opinion as to (i) the authorizations, approvals or consents that may be necessary under federal or state securities and "blue sky" laws (including without limitation, Michigan securities and "blue sky" laws) in connection with the transactions contemplated by the Transaction Documents or (ii) the qualification of the Indenture under federal or state securities laws, including without limitation the Trust Indenture Act of 1939, as amended.

We do not render any opinions except as set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

MILLER JOHNSON

By

Maxwell N. Barnes

Schedule I

Subsidiary Guarantors

| <u>Subsidiary</u> | <u>State or other jurisdiction of formation</u> |
|--|---|
| Encanto Senior Care, LLC | Arizona |
| 13922 Cerise Avenue, LLC | California |
| 245 East Wilshire Avenue, LLC | California |
| 3806 Clayton Road, LLC | California |
| 523 Hayes Lane, LLC | California |
| 637 East Romie Lane, LLC | California |
| 2425 Teller Avenue, LLC | Colorado |
| Bayside Colorado Healthcare Associates, Inc. | Colorado |
| OHI (Connecticut), Inc. | Connecticut |
| Bayside Street II, Inc. | Delaware |
| Carnegie Gardens LLC | Delaware |
| CFG 2115 Woodstock Place LLC | Delaware |
| CSE Albany LLC | Delaware |
| CSE Amarillo 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 Denver Iliff LLC | Delaware |
| CSE Denver LLC | Delaware |
| CSE Douglas 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 |

| Subsidiary | State or other jurisdiction of formation |
|-------------------------------------|--|
| 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 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 |
| 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 |
| Desert Lane LLC | Delaware |
| Greenbough, LLC | Delaware |
| LAD I Real Estate Company, LLC | Delaware |
| North Las Vegas LLC | Delaware |
| NRS Ventures, L.L.C. | Delaware |
| OHI Asset (AR) Ash Flat, LLC | Delaware |

| Subsidiary | State or other jurisdiction of formation |
|--------------------------------------|--|
| OHI Asset (AR) Camden, LLC | Delaware |
| OHI Asset (AR) Conway, LLC | Delaware |
| OHI Asset (AR) Des Arc, LLC | Delaware |
| OHI Asset (AR) Hot Springs, LLC | Delaware |
| OHI Asset (AR) Malvern, LLC | Delaware |
| OHI Asset (AR) Mena, LLC | Delaware |
| OHI Asset (AR) Pocahontas, LLC | Delaware |
| OHI Asset (AR) Sheridan, LLC | Delaware |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| OHI Asset (AZ) Austin House, LLC | Delaware |
| OHI Asset (CA), LLC | Delaware |
| OHI Asset (CO), LLC | Delaware |
| OHI Asset (CT) Lender, LLC | Delaware |
| OHI Asset (FL) Lake Placid, LLC | Delaware |
| OHI Asset (FL) Lender, LLC | Delaware |
| OHI Asset (FL), LLC | Delaware |
| OHI Asset (GA) Macon, LLC | Delaware |
| OHI Asset (GA) Moultrie, LLC | Delaware |
| OHI Asset (GA) Snellville, LLC | Delaware |
| OHI Asset (ID) Holly, LLC | Delaware |
| OHI Asset (ID) Midland, LLC | Delaware |
| OHI Asset (ID), LLC | Delaware |
| OHI Asset (IL), LLC | Delaware |
| OHI Asset (IN) American Village, LLC | Delaware |
| OHI Asset (IN) Anderson, LLC | Delaware |
| OHI Asset (IN) Beech Grove, LLC | Delaware |
| OHI Asset (IN) Clarksville, LLC | Delaware |
| OHI Asset (IN) Clinton, LLC | Delaware |
| OHI Asset (IN) Connersville, LLC | Delaware |
| OHI Asset (IN) Crown Point, LLC | Delaware |
| OHI Asset (IN) Eagle Valley, LLC | Delaware |
| OHI Asset (IN) Elkhart, LLC | Delaware |
| OHI Asset (IN) Forest Creek, LLC | Delaware |
| OHI Asset (IN) Fort Wayne, LLC | Delaware |
| OHI Asset (IN) Franklin, LLC | Delaware |
| OHI Asset (IN) Greensburg, LLC | Delaware |
| OHI Asset (IN) Indianapolis, LLC | Delaware |
| OHI Asset (IN) Jasper, LLC | Delaware |
| OHI Asset (IN) Kokomo, LLC | Delaware |
| OHI Asset (IN) Lafayette, LLC | Delaware |
| OHI Asset (IN) Madison, LLC | Delaware |
| OHI Asset (IN) Monticello, LLC | Delaware |
| OHI Asset (IN) Noblesville, LLC | Delaware |
| OHI Asset (IN) Rosewalk, LLC | Delaware |
| OHI Asset (IN) Salem, LLC | Delaware |
| OHI Asset (IN) Seymour, LLC | Delaware |
| OHI Asset (IN) Spring Mill, LLC | Delaware |
| OHI Asset (IN) Terre Haute, LLC | Delaware |
| OHI Asset (IN) Wabash, LLC | Delaware |
| OHI Asset (IN) Westfield, LLC | Delaware |
| OHI Asset (IN) Zionsville, LLC | Delaware |
| OHI Asset (LA), LLC | Delaware |
| OHI Asset (MD), LLC | Delaware |
| OHI Asset (MI) Heather Hills, LLC | Delaware |
| OHI Asset (MI), LLC | Delaware |
| OHI Asset (MO), LLC | Delaware |
| OHI Asset (MS) Byhalia, LLC | Delaware |
| OHI Asset (MS) Cleveland, LLC | Delaware |

| Subsidiary | State or other jurisdiction of formation |
|--|--|
| OHI Asset (MS) Clinton, LLC | Delaware |
| OHI Asset (MS) Columbia, LLC | Delaware |
| OHI Asset (MS) Corinth, LLC | Delaware |
| OHI Asset (MS) Greenwood, LLC | Delaware |
| OHI Asset (MS) Grenada, LLC | Delaware |
| OHI Asset (MS) Holly Springs, LLC | Delaware |
| OHI Asset (MS) Indianola, LLC | Delaware |
| OHI Asset (MS) Natchez, LLC | Delaware |
| OHI Asset (MS) Picayune, LLC | Delaware |
| OHI Asset (MS) Vicksburg, LLC | Delaware |
| OHI Asset (MS) Yazoo City, LLC | Delaware |
| OHI Asset (NC) Wadesboro, LLC | Delaware |
| OHI Asset (OH) Lender, LLC | Delaware |
| OHI Asset (OH), LLC | Delaware |
| OHI Asset (OR) Portland, LLC | Delaware |
| OHI Asset (PA), LLC | Delaware |
| OHI Asset (SC) Aiken, LLC | Delaware |
| OHI Asset (SC) Anderson, LLC | Delaware |
| OHI Asset (SC) Easley Anne, LLC | Delaware |
| OHI Asset (SC) Easley Crestview, LLC | Delaware |
| OHI Asset (SC) Edgefield, LLC | Delaware |
| OHI Asset (SC) Greenville, LLC | Delaware |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| OHI Asset (SC) Greenville North, LLC | Delaware |
| OHI Asset (SC) Greer, LLC | Delaware |
| OHI Asset (SC) Marietta, LLC | Delaware |
| OHI Asset (SC) McCormick, LLC | Delaware |
| OHI Asset (SC) Orangeburg, LLC | Delaware |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| OHI Asset (SC) Piedmont, LLC | Delaware |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| OHI Asset (TN) Bartlett, LLC | Delaware |
| OHI Asset (TN) Collierville, LLC | Delaware |
| OHI Asset (TN) Memphis, LLC | Delaware |
| OHI Asset (TX) Anderson, LLC | Delaware |
| OHI Asset (TX) Bryan, LLC | Delaware |
| OHI Asset (TX) Burlison, LLC | Delaware |
| OHI Asset (TX) College Station, LLC | Delaware |
| OHI Asset (TX) Comfort, LLC | Delaware |
| OHI Asset (TX) Diboll, LLC | Delaware |
| OHI Asset (TX) Granbury, LLC | Delaware |
| OHI Asset (TX) Hondo, LLC | Delaware |
| OHI Asset (TX) Italy, LLC | Delaware |
| OHI Asset (TX) Winnsboro, LLC | Delaware |
| OHI Asset (TX), LLC | Delaware |
| OHI Asset (UT) Ogden, LLC | Delaware |
| OHI Asset (UT) Provo, LLC | Delaware |
| OHI Asset (UT) Roy, LLC | Delaware |
| OHI Asset (VA) Charlottesville, LLC | Delaware |
| OHI Asset (VA) Farmville, LLC | Delaware |
| OHI Asset (VA) Hillsville, LLC | Delaware |
| OHI Asset (VA) Rocky Mount, LLC | Delaware |
| OHI Asset (WA) Battle Ground, LLC | Delaware |
| OHI Asset (WV) Danville, LLC | Delaware |

| Subsidiary | State or other jurisdiction of formation |
|--|--|
| OHI Asset (WV) Ivydale, LLC | Delaware |
| OHI Asset CSB LLC | Delaware |
| OHI Asset CSE – E, LLC | Delaware |
| OHI Asset CSE – U, LLC | Delaware |
| OHI Asset HUD CFG, LLC | Delaware |
| OHI Asset HUD Delta, LLC | Delaware |
| OHI Asset HUD SF CA, LLC | Delaware |
| OHI Asset HUD SF, LLC | Delaware |
| OHI Asset HUD WO, LLC | Delaware |
| OHI Asset II (CA), LLC | Delaware |
| OHI Asset II (FL), LLC | Delaware |
| OHI Asset RO PMM Services, LLC | Delaware |
| OHI Asset RO, LLC | Delaware |
| OHI Asset, LLC | Delaware |
| OHI Mezz Lender, LLC | Delaware |
| Panama City Nursing Center LLC | Delaware |
| Skyler Maitland LLC | Delaware |
| Suwanee, LLC | Delaware |
| Florida Real Estate Company, LLC | Florida |
| 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 |
| Skyler Pensacola, Inc. | Florida |
| OHI (Illinois), Inc. | Illinois |
| OHI (Indiana), Inc. | Indiana |
| OHI (Iowa), Inc. | Iowa |
| Sterling Acquisition Corp. | Kentucky |
| 48 High Point Road, LLC | Maryland |
| Arizona Lessor - Infinia, Inc. | Maryland |
| Bayside Street, Inc. | Maryland |
| Colorado Lessor - Conifer, Inc. | Maryland |
| Delta Investors I, LLC | Maryland |
| Delta Investors II, LLC | Maryland |
| Florida Lessor – Meadowview, Inc. | Maryland |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| Indiana Lessor – Wellington Manor, Inc. | Maryland |
| OHI Asset (PA) Trust | Maryland |
| OHI Asset II (PA) Trust | Maryland |
| OHI Asset III (PA) Trust | Maryland |
| OHI Asset IV (PA) Silver Lake Trust | Maryland |
| OHI Tennessee, Inc. | Maryland |
| Omega TRS I, Inc. | Maryland |
| Texas Lessor – Stonegate GP, Inc. | Maryland |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| Texas Lessor – Stonegate, LP | Maryland |
| Washington Lessor – Silverdale, Inc. | Maryland |
| OHIMA, Inc. | Massachusetts |
| 1200 Ely Street Holdings Co. LLC | Michigan |
| 42235 County Road Holdings Co. LLC | Michigan |
| Dixie White House Nursing Home, Inc. | Mississippi |
| Ocean Springs Nursing Home, Inc. | Mississippi |
| Skyler Boyington, Inc. | Mississippi |
| Skyler Florida, Inc. | Mississippi |
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |

| Subsidiary | State or other jurisdiction of formation |
|--------------------------------------|---|
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.(File No. 333-_____)

Ladies and Gentlemen:

We have served as special Ohio counsel to those certain wholly owned, direct or indirect, as applicable, subsidiaries of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent") identified as "Opinion Subsidiaries" on Schedule I hereto (the "Opinion Subsidiaries"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent, the Opinion Subsidiaries and certain other the subsidiary guarantors (collectively with the Opinion Subsidiaries, the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors signatory thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Initial Notes, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Ohio law.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee", and collectively, the Guarantees) provided for therein;

- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the articles of incorporation or organization, as appropriate and codes of regulations and limited liability company operating agreement, as appropriate, of each of the Opinion Subsidiaries as in effect on the date hereof and as certified by Secretary or other appropriate representative of such Opinion Subsidiary (the "Organizational Documents");
- (6) a certificate of good standing or full force and effect for each of the Opinion Subsidiaries as of a recent date; and
- (7) certificates of the respective Secretaries or other appropriate representatives of each of the Opinion Subsidiaries, certifying as to resolutions relating to the transactions referred to herein, the due execution and delivery of the Transaction Documents, the number of shareholders or members, and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate or limited liability company records, agreements and instruments of the Opinion Subsidiaries, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiaries, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied, with your permission and without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiaries.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiaries, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantees (in the form examined by us) have been duly executed by Opinion Subsidiaries in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of each Opinion Subsidiary provided for in the Indenture will constitute a valid and binding obligation of each such Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Ohio state law (excluding the securities and blue sky laws of such state, as to which we express no opinion) and the federal laws of the United States of America. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the enforceability of the Initial Notes or the Exchange Notes.

(c) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to the enforceability of (1) any provision of the Transaction Documents purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Parent, any Opinion Subsidiary or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of any Transaction Document relating to choice of law. Each Guarantee states that the laws of the State of New York are to govern its terms and provisions and we do not render any opinion as to the enforceability of any Guarantee under the laws of the State of New York.

(f) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the State of Ohio; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Opinion Subsidiaries.

(g) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the inurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

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We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

DINSMORE & SHOHL LLP

Charles F. Hertlein, Jr.

Schedule I

Opinion Subsidiaries

| Subsidiary | State or other jurisdiction of formation |
|-----------------------------------|---|
| Canton Health Care Land, Inc. | Ohio |
| Colonial Gardens, LLC | Ohio |
| Dixon Health Care Center, Inc. | Ohio |
| Hutton I Land, Inc. | Ohio |
| Hutton II Land, Inc. | Ohio |
| Hutton III Land, Inc. | Ohio |
| Leatherman 90-1, Inc. | Ohio |
| Leatherman Partnership 89-1, Inc. | Ohio |
| Leatherman Partnership 89-2, Inc. | Ohio |
| Meridian Arms Land, Inc. | Ohio |
| Orange Village Care Center, Inc. | Ohio |
| St. Mary's Properties, Inc. | Ohio |
| The Suburban Pavilion, Inc. | Ohio |
| Wilcare, LLC | Ohio |



437 Madison Avenue
29th Floor
New York, NY 10022
212-867-9500
Fax 212-599-1759

123 South Broad Street
Avenue of the Arts
Philadelphia, PA 19109
215-772-1500
Fax 215-772-7620

LibertyView
457 Haddonfield Road, Suite 600
Cherry Hill, NJ 08002-2220
856-488-7700
Fax 856-488-7720

1105 Market Street, 15th Floor
Wilmington, DE 19801-1201
302-504-7800
Fax 302-504-7820

Cornerstone Commerce Center
1201 New Road, Suite 100
Linwood, NJ 08221
609-601-3010
Fax 609-601-3011

August 11, 2014

1235 Westlakes Drive, Suite 200
Berwyn, PA 19312-2401
610-889-2210
Fax 610-889-2220

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, Maryland 21030

Re: **Registration Statement on Form S-4 Filed by Omega Healthcare Investors, Inc.**

Ladies and Gentlemen:

We have served as special Pennsylvania counsel to those certain wholly-owned, direct or indirect, as applicable, Pennsylvania subsidiaries of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), identified as "Opinion Subsidiaries" on Schedule I hereto (each, an "Opinion Subsidiary," and collectively the "Opinion Subsidiaries"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and certain subsidiary guarantors, including the Opinion Subsidiaries, listed in the Registration Statement (the "Subsidiary Guarantors," with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

MONTGOMERY McCRACKEN WALKER & RHOADS LLP
PENNSYLVANIA • NEW YORK • NEW JERSEY • DELAWARE

A PENNSYLVANIA LIMITED LIABILITY PARTNERSHIP
LOUIS A. PETRONI, NEW JERSEY RESPONSIBLE PARTNER

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes, the Exchange Notes, the Exchange Offer or the transactions described in the Registration Statement. We have been retained solely for the purpose of rendering certain opinions regarding Pennsylvania law.

In connection herewith, we have examined copies of:

1. the Registration Statement (including exhibits thereto relating to the Opinion Subsidiaries);
2. an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
3. executed copies of the Initial Notes;
4. the form of the Exchange Notes;
5. the Articles of Incorporation and Bylaws of each of the Opinion Subsidiaries that are corporations and the Statement of Registration and Limited Partnership Agreement of the Opinion Subsidiary that is a limited partnership, in each case as in effect on the date hereof and as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of such Opinion Subsidiary (the "Organizational Documents");
6. a certificate of legal existence and subsistence for each of the Opinion Subsidiaries; and
7. certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of each of the Opinion Subsidiaries, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents." The documents referenced as items (1) through (7) above are collectively referred to as the "Reviewed Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate and limited partnership records, agreements and instruments of the respective Opinion Subsidiaries, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiaries, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent inquiry or investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of authorized representatives of the Opinion Subsidiaries.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiaries, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement becomes effective under the Act, (ii) the Indenture becomes duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) are duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantees (in the form examined by us) have been duly executed by each Opinion Subsidiary in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of each Opinion Subsidiary will constitute a valid and binding obligation of each such Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable law of the Commonwealth of Pennsylvania (excluding the securities and blue sky laws of such Commonwealth, as to which we express no opinion). The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the Exchange Notes.

(c) Our opinion contained herein may be limited by and is subject to (i) applicable bankruptcy, insolvency, reorganization, arrangement, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity and equitable defenses (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture or the Guarantees (collectively, the "Operative Documents") purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent or any other person, including the Subsidiary Guarantors, to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law, or (7) provide for or grant a power attorney, or (B) any provision of the Indenture or the Guarantees relating to choice of law, or that authorizes the acceleration of the obligations under a Guarantee notwithstanding a stay or other prohibition preventing such acceleration in respect of the obligations guaranteed; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the Commonwealth of Pennsylvania; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Guarantors.

(g) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Montgomery, McCracken, Walker & Rhoads, LLP

MMWR:BMC:JTS

Schedule I

Opinion Subsidiaries

| Subsidiary | State or Other Jurisdiction of Formation |
|--------------------------------------|---|
| Pavillion North Partners, Inc. | Pennsylvania |
| Pavillion North, LLP | Pennsylvania |
| Pavillion Nursing Center North, Inc. | Pennsylvania |

BUTLER | SNOW

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle; Suite 3500
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have acted as special counsel in the State of Mississippi (the "State") for (i) Dixie White House Nursing Home, Inc., a Mississippi corporation ("Dixie White House"); (ii) Ocean Springs Nursing Home, Inc., a Mississippi corporation ("Ocean Springs"); (iii) Skyler Florida, Inc., a Mississippi corporation ("Skyler Florida"); and (iv) Skyler Boyington, Inc., a Mississippi corporation ("Skyler Boyington") and, together with Dixie White House, Ocean Springs, and Skyler Florida, the "Mississippi Guarantors") in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Omega Healthcare Investors, Inc. (the "Parent") and by the subsidiary guarantors listed on Schedule I hereto (the "Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$400,000,000 in aggregate principal amount of the Parent's registered 4.950% Senior Notes due 2024 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000 (the "Initial Notes"), under the indenture dated as of March 11, 2014 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture, dated as of June 27, 2014 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We call your attention to the fact that we do not represent the Mississippi Guarantors on a regular basis and that we have represented the Mississippi Guarantors only in a limited capacity in connection with certain specific matters as to which we were consulted by the Mississippi Guarantors and we have not been engaged for any other purposes, and there may exist matters of a legal nature which could have a bearing on the Exchange Offer and the transactions related thereto with respect to which we have not been consulted.

*Post Office Box 6010
Ridgeland, Mississippi 39158*

T 601.985.5711
F 601.985.4500
www.butlersnow.com

*1020 Highland Colony Parkway Suite 1400
Ridgeland, Mississippi 39157*

BUTLER SNOW LLP

In connection with this opinion, we have reviewed the following documents (items 1 through 4, inclusive, below are collectively referred to herein as the "Transaction Documents"):

1. the Registration Statement (including all exhibits thereto);
 2. an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
 3. executed copies of the Initial Notes;
 4. the form of the Exchange Notes;
 5. Certificate dated August 11, 2014 of the Secretary of the Guarantors and certain other entities named therein certifying:
 - (a) Restated Articles of Incorporation of Dixie White House as being in effect on the date of such certificate;
 - (b) Bylaws of Dixie White House as being in effect on the date of such certificate;
 - (c) Restated Articles of Incorporation of Ocean Springs as being in effect on the date of such certificate;
 - (d) Bylaws of Ocean Springs as being in effect on the date of such certificate;
 - (e) Restated Articles of Incorporation of Skyler Florida as being in effect on the date of such certificate;
 - (f) Bylaws of Skyler Florida as being in effect on the date of such certificate;
 - (g) Restated Articles of Incorporation of Skyler Boyington as being in effect on the date of such certificate;
 - (h) Bylaws of Skyler Boyington as being in effect on the date of such certificate;
 - (i) Resolutions adopted by the boards of directors of each Mississippi Guarantor and certain other entities named therein relating to the Transaction Documents and the transactions contemplated thereby, as being in effect on the date of such certificate; and
 - (j) The incumbency and specimen signatures of certain officers of each Mississippi Guarantor and such other entities named therein; and
-

6. Separate Certificates issued by the Secretary of State of the State of Mississippi each dated June 13, 2014 and addressing the legal existence of the following entities (together, the "Certificates of Existence"):
 - (a) Dixie White House;
 - (b) Ocean Springs;
 - (c) Skyler Florida; and
 - (d) Skyler Boyington.

We have also examined such certificates of public officials and of officers of the Mississippi Guarantors and other documents and records and such questions of law as we have deemed necessary as a basis for the opinions set forth below. In making such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. As to various facts material to the opinions set forth herein, we have relied upon the statements and representations made in the Registration Statement and the Indenture and upon such certificates of public officials and of officers of the Mississippi Guarantors, which facts we have not independently verified. In rendering our opinion herein, we have relied upon the Certificates of Existence for the conclusions that each Mississippi Guarantor was duly formed and is validly existing.

For purposes of this opinion, we have assumed that:

1. Each Transaction Document, was duly authorized, executed and delivered by, and constitute the valid, binding and enforceable obligations of, the parties thereto other than the Mississippi Guarantors;
2. Consideration for the Transaction Documents has been delivered to the Mississippi Guarantors and is legally sufficient;
3. There are no written or oral terms and conditions agreed to by, or course of conduct or dealings between any of the parties to the Transaction Documents that amend, delete, supplement, alter or otherwise vary the express terms of any of the Transaction Documents;
4. The Transaction Documents, as executed and delivered, conform in all material respects to the drafts delivered to us, with all blank spaces appropriately completed and all appropriate exhibits attached; and
5. Each party has acted in good faith and without notice of any defense against the enforcement of any rights created by the transactions contemplated by the Transaction Documents, and that the parties will act at all times in good faith and in a commercially reasonable manner.

The opinions set forth herein are limited to the law of the State, and we express no opinion herein as to the law of any other jurisdiction. Notwithstanding any governing law provisions contained in the Transactions Documents choosing New York law, we have for purposes of this opinion letter assumed that the courts will apply the laws of the State of Mississippi to the interpretation, construction and enforcement of the Transaction Documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (a) the Registration Statement has become effective under the Act, (b) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, (c) the Exchange Notes (in the form examined by us) have been duly executed and delivered by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes, and (d) the Guarantees (in the form examined by us) have been duly executed and delivered by the Guarantors, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, each Guarantee executed by a Mississippi Guarantor will constitute a valid and binding obligation of the Mississippi Guarantor that is a party thereto.

The opinion set forth above are subject to the following qualifications and limitations:

1. Our opinion herein is (a) limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting generally the rights or remedies of creditors or the obligations of debtors and (b) subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

2. We call to your attention the fact that the Mississippi Supreme Court has not addressed the issue of enforceability of a contractual choice of law provision, however the United States Court of Appeals for the Fifth Circuit in *FMC Finance Corp. v. Murphee*, 632 F.2d 413 (5th Cir. 1980) applied Erie analysis to conclude that Mississippi law recognizes that parties may legitimately control the choice of substantive law in a contract as long as the state law selected bears a rational relation to the transaction, and we rely on that decision to the extent our opinion relates to the enforceability of the contractual choice of New York law. While the matter is not free from doubt, a state or federal court in the State applying State choice of law rules should give effect to the choice of law provisions of those Transaction Documents that choose the laws of New York except where (a) such court determines that the State of New York does not have sufficient contact to the parties to such Transaction Documents or the transaction contemplated by such Transaction Documents or (b) the result obtained from the application of the law of the State of New York would be contrary to the public policy or prejudicial to the interests of the State.

3. We express no opinion as to any of the following to the extent relevant to the Guarantees of the Mississippi Guarantors: (a) any provision in the Transaction Documents that excludes, waives or limits the liability of any party (i) for its own gross fault, intentional fault or for causing physical injury to the other party, (ii) for the released or indemnified's party's negligence, where the release or indemnity does not expressly include liability arising out of such negligence, or (iii) that requires indemnification for the indemnified party's failure to comply with limitations or requirements of applicable law; (b) any provision in the Transaction Documents prohibiting the non-written modification of such documents; (c) as to whether or not any party to the Transaction Documents is in compliance with any covenants, representations or warranties contained in the Transaction Documents; (d) any provision in the Transaction Documents waiving unknown rights or defenses; (e) any provision requiring the payment of attorneys' fees and expenses, in an amount in excess of reasonable attorneys' fees and expenses actually incurred; (f) any provision purporting to shorten any statute of limitations, or waiving in advance any defense with respect to any statute of limitations; (g) any provision of the Transaction Documents granting the Trustee or any Holder the unilateral right or discretion to determine standards or requirements for performance not expressly enumerated in the Transaction Documents; (h) any provision providing for equitable remedies such as specific performance or injunctive relief; (i) any provision of the Transaction Documents which: (i) establish, waive, or define rights relating to exculpation, waiver, or ratification of future acts or conversion; (ii) conflict with the provisions of Miss. CODE § 75-17-27, which prohibit the assessment of a late payment charge in excess of \$5.00 or four percent (4%) of the amount of any delinquency, whichever is greater, and which prohibits any such late payment charge unless such delinquency is more than fifteen (15) days past due; or (iii) waive or release the right of a debtor, following acceleration of the obligations upon default, to reinstate an installment schedule by tender of past due amounts and certain expenses; and (j) the application of or compliance with: (i) statutes, administrative decisions, rules or regulations of any county, municipality, or special political subdivision or other local authority; (ii) ERISA laws, rules and regulations; or (iii) federal or state taxation, banking, anti-trust, securities or "blue sky" laws, rules or regulations.

This opinion letter is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. In every instance in this opinion where we have relied on a document prepared, conclusion drawn, or certification made, by another person or entity, we have made no investigation of that other person or entity for purposes of corroborating the accuracy of any information or representations provided to us by that other person or entity; however, we have no knowledge of any facts which would lead us to believe such matters to be untrue or inaccurate.

This opinion letter is made as of the date hereof and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein, including, without limitation, any changes in Mississippi law. Insofar as the opinions herein relate to any actions to be taken after the date of this letter, the opinions are limited to the facts as they exist and the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

BUTLER SNOW LLP

A handwritten signature in cursive script that reads "Butler Snow LLP".

Schedule I

Guarantors

| | |
|--|---|
| 1200 Ely Street Holdings Co. LLC | CSE Huntingdon LLC |
| 13922 Cerise Avenue, LLC | CSE Huntsville LLC |
| 2425 Teller Avenue, LLC | CSE Indianapolis-Continental LLC |
| 245 East Wilshire Avenue, LLC | CSE Indianapolis-Greenbriar LLC |
| 3806 Clayton Road, LLC | CSE Jacinto City LLC |
| 42235 County Road Holdings Co. LLC | CSE Jefferson City LLC |
| 48 High Point Road, LLC | CSE Jeffersonville-Hillcrest Center LLC |
| 523 Hayes Lane, LLC | CSE Jeffersonville-Jennings House LLC |
| 637 East Romie Lane, LLC | CSE Kerrville LLC |
| Arizona Lessor - Infinia, Inc. | CSE King L.P. |
| Bayside Colorado Healthcare Associates, Inc. | CSE Kingsport LLC |
| Bayside Street II, Inc. | CSE Knightdale L.P. |
| Bayside Street, Inc. | CSE Lake City LLC |
| Canton Health Care Land, Inc. | CSE Lake Worth LLC |
| Carnegie Gardens LLC | CSE Lakewood LLC |
| CFG 2115 Woodstock Place LLC | CSE Las Vegas LLC |
| Colonial Gardens, LLC | CSE Lawrenceburg LLC |
| Colorado Lessor - Conifer, Inc. | CSE Lenoir L.P. |
| CSE Albany LLC | CSE Lexington Park LLC |
| CSE Amarillo LLC | CSE Lexington Park Realty LLC |
| CSE Arden L.P. | CSE Ligonier LLC |
| CSE Augusta LLC | CSE Live Oak LLC |
| CSE Bedford LLC | CSE Lowell LLC |
| CSE Blountville LLC | CSE Marianna Holdings LLC |
| CSE Bolivar LLC | CSE Memphis LLC |
| CSE Cambridge LLC | CSE Mobile LLC |
| CSE Cambridge Realty LLC | CSE Moore LLC |
| CSE Camden LLC | CSE North Carolina Holdings I LLC |
| CSE Canton LLC | CSE North Carolina Holdings II LLC |
| CSE Casablanca Holdings II LLC | CSE Omro LLC |
| CSE Casablanca Holdings LLC | CSE Orange Park LLC |
| CSE Cedar Rapids LLC | CSE Orlando-Pinar Terrace Manor LLC |
| CSE Centennial Village | CSE Orlando-Terra Vista Rehab LLC |
| CSE Chelmsford LLC | CSE Pennsylvania Holdings |
| CSE Chesterton LLC | CSE Piggott LLC |
| CSE Claremont LLC | CSE Pilot Point LLC |
| CSE Corpus North LLC | CSE Pine View LLC |
| CSE Denver IIff LLC | CSE Ponca City LLC |
| CSE Denver LLC | CSE Port St. Lucie LLC |
| CSE Douglas LLC | CSE Richmond LLC |
| CSE Elkton LLC | CSE Ripley LLC |
| CSE Elkton Realty LLC | CSE Ripon LLC |
| CSE Fairhaven LLC | CSE Safford LLC |
| CSE Fort Wayne LLC | CSE Salina LLC |
| CSE Frankston LLC | CSE Seminole LLC |
| CSE Georgetown LLC | CSE Shawnee LLC |
| CSE Green Bay LLC | CSE Spring Branch LLC |
| CSE Hilliard LLC | CSE Stillwater LLC |

CSE Taylorsville LLC
CSE Texarkana LLC
CSE Texas City LLC
CSE The Village LLC
CSE Upland LLC
CSE Walnut Cove L.P.
CSE West Point LLC
CSE Whitehouse LLC
CSE Williamsport LLC
CSE Winter Haven LLC
CSE Woodfin L.P.
CSE Yorktown LLC
Delta Investors I, LLC
Delta Investors II, LLC
Desert Lane LLC
Dixie White House Nursing Home, Inc.
Dixon Health Care Center, Inc.
Encanto Senior Care, LLC
Florida Lessor – Meadowview, Inc.
Florida Real Estate Company, LLC
Georgia Lessor - Bonterra/Parkview, Inc.
Greenbough, LLC
Hutton I Land, Inc.
Hutton II Land, Inc.
Hutton III Land, Inc.
Indiana Lessor – Wellington Manor, Inc.
LAD I Real Estate Company, LLC
Leatherman 90-1, Inc.
Leatherman Partnership 89-1, Inc.
Leatherman Partnership 89-2, Inc.
Meridian Arms Land, Inc.
North Las Vegas LLC
NRS Ventures, L.L.C.
Ocean Springs Nursing Home, Inc.
OHI (Connecticut), Inc.
OHI (Illinois), Inc.
OHI (Indiana), Inc.
OHI (Iowa), Inc.
OHI Asset (AR) Ash Flat, LLC
OHI Asset (AR) Camden, LLC
OHI Asset (AR) Conway, LLC
OHI Asset (AR) Des Arc, LLC
OHI Asset (AR) Hot Springs, LLC
OHI Asset (AR) Malvern, LLC
OHI Asset (AR) Mena, LLC
OHI Asset (AR) Pocahontas, LLC
OHI Asset (AR) Sheridan, LLC
OHI Asset (AR) Walnut Ridge, LLC
OHI Asset (AZ) Austin House, LLC
OHI Asset (CA), LLC
OHI Asset (CO), LLC
OHI Asset (CT) Lender, LLC
OHI Asset (FL) Lake Placid, LLC
OHI Asset (FL) Lender, LLC
OHI Asset (FL), LLC
OHI Asset (GA) Macon, LLC
OHI Asset (GA) Moultrie, LLC
OHI Asset (GA) Snellville, LLC
OHI Asset (ID) Holly, LLC
OHI Asset (ID) Midland, LLC
OHI Asset (ID), LLC
OHI Asset (IL), LLC
OHI Asset (IN) American Village, LLC
OHI Asset (IN) Anderson, LLC
OHI Asset (IN) Beech Grove, LLC
OHI Asset (IN) Clarksville, LLC
OHI Asset (IN) Clinton, LLC
OHI Asset (IN) Connersville, LLC
OHI Asset (IN) Crown Point, LLC
OHI Asset (IN) Eagle Valley, LLC
OHI Asset (IN) Elkhart, LLC
OHI Asset (IN) Forest Creek, LLC
OHI Asset (IN) Fort Wayne, LLC
OHI Asset (IN) Franklin, LLC
OHI Asset (IN) Greensburg, LLC
OHI Asset (IN) Indianapolis, LLC
OHI Asset (IN) Jasper, LLC
OHI Asset (IN) Kokomo, LLC
OHI Asset (IN) Lafayette, LLC
OHI Asset (IN) Madison, LLC
OHI Asset (IN) Monticello, LLC
OHI Asset (IN) Noblesville, LLC
OHI Asset (IN) Rosewalk, LLC
OHI Asset (IN) Salem, LLC
OHI Asset (IN) Seymour, LLC
OHI Asset (IN) Spring Mill, LLC
OHI Asset (IN) Terre Haute, LLC
OHI Asset (IN) Wabash, LLC
OHI Asset (IN) Westfield, LLC
OHI Asset (IN) Zionsville, LLC
OHI Asset (LA), LLC
OHI Asset (MD), LLC
OHI Asset (MI) Heather Hills, LLC
OHI Asset (MI), LLC
OHI Asset (MO), LLC
OHI Asset (MS) Byhalia, LLC
OHI Asset (MS) Cleveland, LLC
OHI Asset (MS) Clinton, LLC
OHI Asset (MS) Columbia, LLC
OHI Asset (MS) Corinth, LLC
OHI Asset (MS) Greenwood, LLC
OHI Asset (MS) Grenada, LLC
OHI Asset (MS) Holly Springs, LLC
OHI Asset (MS) Indianola, LLC
OHI Asset (MS) Natchez, LLC
OHI Asset (MS) Picayune, LLC
OHI Asset (MS) Vicksburg, LLC
OHI Asset (MS) Yazoo City, LLC

OHI Asset (NC) Wadesboro, LLC
OHI Asset (OH) Lender, LLC
OHI Asset (OH), LLC
OHI Asset (OR) Portland, LLC
OHI Asset (PA) Trust
OHI Asset (PA), LLC
OHI Asset (SC) Aiken, LLC
OHI Asset (SC) Anderson, LLC
OHI Asset (SC) Easley Anne, LLC
OHI Asset (SC) Easley Crestview, LLC
OHI Asset (SC) Edgefield, LLC
OHI Asset (SC) Greenville Griffith, LLC
OHI Asset (SC) Greenville Laurens, LLC
OHI Asset (SC) Greenville North, LLC
OHI Asset (SC) Greenville, LLC
OHI Asset (SC) Greer, LLC
OHI Asset (SC) Marietta, LLC
OHI Asset (SC) McCormick, LLC
OHI Asset (SC) Orangeburg, LLC
OHI Asset (SC) Pickens East Cedar, LLC
OHI Asset (SC) Pickens Rosemond, LLC
OHI Asset (SC) Piedmont, LLC
OHI Asset (SC) Simpsonville SE Main, LLC
OHI Asset (SC) Simpsonville West Broad, LLC
OHI Asset (SC) Simpsonville West Curtis, LLC
OHI Asset (TN) Bartlett, LLC
OHI Asset (TN) Collierville, LLC
OHI Asset (TN) Memphis, LLC
OHI Asset (TX) Anderson, LLC
OHI Asset (TX) Bryan, LLC
OHI Asset (TX) Burleson, LLC
OHI Asset (TX) College Station, LLC
OHI Asset (TX) Comfort, LLC
OHI Asset (TX) Diboll, LLC
OHI Asset (TX) Granbury, LLC
OHI Asset (TX) Hondo, LLC
OHI Asset (TX) Italy, LLC
OHI Asset (TX) Winnsboro, LLC
OHI Asset (TX), LLC
OHI Asset (UT) Ogden, LLC
OHI Asset (UT) Provo, LLC
OHI Asset (UT) Roy, LLC
OHI Asset (VA) Charlottesville, LLC
OHI Asset (VA) Farmville, LLC
OHI Asset (VA) Hillsville, LLC
OHI Asset (VA) Rocky Mount, LLC

OHI Asset (WA) Battle Ground, LLC
OHI Asset (WV) Danville, LLC
OHI Asset (WV) Ivydale, LLC
OHI Asset CSB LLC
OHI Asset CSE – E, LLC
OHI Asset CSE – U, LLC
OHI Asset HUD CFG, LLC
OHI Asset HUD Delta, LLC
OHI Asset HUD SF CA, LLC
OHI Asset HUD SF, LLC
OHI Asset HUD WO, LLC
OHI Asset II (CA), LLC
OHI Asset II (FL), LLC
OHI Asset II (PA) Trust
OHI Asset III (PA) Trust
OHI Asset IV (PA) Silver Lake Trust
OHI Asset RO PMM Services, LLC
OHI Asset RO, LLC
OHI Asset, LLC
OHI Mezz Lender, LLC
OHI Tennessee, Inc.
OHIMA, Inc.
Omega TRS I, Inc.
Orange Village Care Center, Inc.
Panama City Nursing Center LLC
Pavillion North Partners, Inc.
Pavillion North, LLP
Pavillion Nursing Center North, Inc.
Pensacola Real Estate Holdings I, Inc.
Pensacola Real Estate Holdings II, Inc.
Pensacola Real Estate Holdings III, Inc.
Pensacola Real Estate Holdings IV, Inc.
Pensacola Real Estate Holdings V, Inc.
Skyler Boyington, Inc.
Skyler Florida, Inc.
Skyler Maitland LLC
Skyler Pensacola, Inc.
St. Mary's Properties, Inc.
Sterling Acquisition Corp.
Suwanee, LLC
Texas Lessor – Stonegate GP, Inc.
Texas Lessor – Stonegate, Limited, Inc.
Texas Lessor – Stonegate, LP
The Suburban Pavilion, Inc.
Washington Lessor – Silverdale, Inc.
Wilcare, LLC

August 11, 2014

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, MD 21030

RE: Certain United States Federal Income Tax Matters

Ladies and Gentlemen:

You have requested our opinion concerning certain United States federal income tax considerations in connection with the offer (the “**Exchange Offer**”) by Omega Healthcare Investors, Inc., a Maryland corporation (the “**Company**”), to exchange up to \$400,000,000 in aggregate principal amount of the Company’s registered 4.950% Senior Notes due 2024 for an equal aggregate principal amount of its existing 4.950% Senior Notes due 2024 issued and outstanding in the aggregate principal amount of \$400,000,000, pursuant to a Registration Statement on Form S-4 to be filed with the Securities and Exchange Commission (the “**Registration Statement**”). We have acted as counsel to the Company in connection with, and have participated in the preparation of, the Registration Statement.

In rendering our opinion, we have examined and relied on originals or copies certified or otherwise identified to our satisfaction of (i) the Articles of Incorporation, the Articles of Amendment, Articles of Amendment and Restatement, and Articles Supplementary thereto, of the Company and its Subsidiaries, (ii) the Registration Statement, and (iii) such other documents, certificates, and records as we have deemed necessary or appropriate. We also have relied upon factual statements and representations made to us by representatives of the Company and others that are set forth in a certificate executed and provided to us by the Company (the “**Officer’s Certificate**”). With respect to the ownership of stock of the Company for certain periods prior to March 8, 2004, we also have relied on a letter from Explorer Holdings, L.P., regarding the ownership of stock of the Company by Explorer Holdings, L.P., Explorer Holdings Level II, L.P., and Hampstead Investment Partners III, L.P. For purposes of this opinion, we have assumed the validity and accuracy of the documents, certificates and records set forth above, and that the statements and representations made therein are and will remain true and complete. We also have assumed that the Registration Statement and such other documents, certificates and records and that the statements as to factual matters contained in the Registration Statement are true, correct and complete and will continue to be true, correct and complete through the completion of the transactions contemplated therein. For purposes of this Opinion, we have not, however, assumed the correctness of any statement to the effect that the Company qualifies as a real estate investment trust (“**REIT**”) under the Internal Revenue Code of 1986, as amended (the “**Code**”).

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photo copies, and the authenticity of the originals of such copies. In making our examination of documents executed, or to be executed, by the parties indicated therein, we have assumed that each party (other than the Company) has, or will have, the power, corporate or other, to enter into and perform all obligations thereunder and we have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties and the validity and binding effect thereof on such parties. All of the documents we have reviewed will be complied with without waiver. Finally, in connection with the opinions rendered below, we have assumed that during its taxable year ended December 31, 1992 and in each subsequent taxable year to present, the Company has operated and will continue to operate in such a manner that makes and will continue to make the representations contained in the Officer's Certificate true for each of such years, as of the date hereof, and any representation made as a belief, made "to the knowledge of," or made in a similarly qualified manner is true, correct, and complete, as of the date hereof, without such qualification.

In rendering our opinion, we have considered the applicable provisions of the Code, Treasury Department regulations promulgated thereunder, pertinent judicial authorities, interpretive rulings of the Internal Revenue Service and such other authorities as we have considered relevant, all in effect as of the date hereof. It should be noted that statutes, regulations, judicial decisions and administrative interpretations are subject to change at any time (possibly with retroactive effect). A change in the authorities or the accuracy or completeness of any of the information, documents, certificates, records, statements, representations, covenants, or assumptions on which our opinion is based could affect our conclusions.

Based on the foregoing, in reliance thereon and subject thereto and to the limitations stated below, it is our opinion that:

(a) From and including the Company's taxable year ended December 31, 1992, the Company was and is organized in conformity with the requirements for, its actual methods of operation through the date hereof have permitted, and its proposed methods of operations as described in the Officer's Certificate will permit the Company to meet the requirements for, qualification and taxation as a REIT, and the Company has qualified and will so qualify, and the Company will continue to meet such requirements and qualify as a REIT after consummation of the contemplated transactions and the application of the proceeds, if any, from the offering of the Notes by the Company as described in the Registration Statement.

(b) The discussion in the Registration Statement under the heading "CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS," in so far as such statements constitute a summary of U.S. federal tax matters, fairly and accurately summarizes such matters in all material respects.

Except as set forth above, we express no opinion to any party as to the tax consequences, whether federal, state, local or foreign, of the Exchange Offer or any transaction related thereto or contemplated thereby. We consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to Bryan Cave LLP under the heading "Legal Matters" in the Registration Statement. This opinion is expressed as of the date hereof, and we are under no obligation to advise you of, supplement, or revise our opinion to reflect, any changes (including changes that have retroactive effect) in applicable law or any information, document, certificate, record, statement, representation, covenant or assumption relied upon herein that becomes incorrect or untrue.

Very truly yours,

/s/ Bryan Cave LLP

Bryan Cave LLP

**LIST OF SUBSIDIARIES
OMEGA HEALTHCARE INVESTORS, INC.**

| | Subsidiary | Jurisdiction of Incorporation |
|-----|--|--------------------------------------|
| 1. | 1040 Wedding Ford Road, LLC | Arkansas |
| 2. | 1101 Waterwell Road, LLC | Arkansas |
| 3. | 1149 & 1151 West New Hope Road, LLC | Arkansas |
| 4. | 115 Orendorff Avenue, LLC | Arkansas |
| 5. | 11900 East Artesia Boulevard, LLC | California |
| 6. | 1194 North Chester Street, LLC | Arkansas |
| 7. | 1200 Ely Street Holdings Co. LLC | Michigan |
| 8. | 13922 Cerise Avenue, LLC | California |
| 9. | 1401 Park Avenue, LLC | Arkansas |
| 10. | 1628 B Street, LLC | California |
| 11. | 202 Tims Avenue, LLC | Arkansas |
| 12. | 228 Pointer Trail West, LLC | Arkansas |
| 13. | 2400 Parkside Drive, LLC | California |
| 14. | 2425 Teller Avenue, LLC | Colorado |
| 15. | 245 East Wilshire Avenue, LLC | California |
| 16. | 2701 Twin Rivers Drive, LLC | Arkansas |
| 17. | 3232 Artesia Real Estate, LLC | California |
| 18. | 3600 Richards Road, LLC | Arkansas |
| 19. | 3806 Clayton Road, LLC | California |
| 20. | 42235 County Road Holdings Co. LLC | Michigan |
| 21. | 48 High Point Road, LLC | Maryland |
| 22. | 523 Hayes Lane, LLC | California |
| 23. | 637 East Romie Lane, LLC | California |
| 24. | 700 Mark Drive, LLC | Arkansas |
| 25. | 900 Magnolia Road SW, LLC | Arkansas |
| 26. | Arizona Lessor - Infinia, Inc. | Maryland |
| 27. | Bayside Colorado Healthcare Associates, Inc. | Colorado |
| 28. | Bayside Street II, Inc. | Delaware |
| 29. | Bayside Street, Inc. | Maryland |
| 30. | Canton Health Care Land, Inc. | Ohio |
| 31. | Carnegie Gardens LLC | Delaware |
| 32. | CFG 2115 Woodstock Place LLC | Delaware |
| 33. | CHR Bartow LLC | Delaware |
| 34. | CHR Boca Raton LLC | Delaware |
| 35. | CHR Bradenton LLC | Delaware |
| 36. | CHR Cape Coral LLC | Delaware |
| 37. | CHR Clearwater Highland LLC | Delaware |
| 38. | CHR Clearwater LLC | Delaware |
| 39. | CHR Deland East LLC | Delaware |

| | Subsidiary | Jurisdiction of Incorporation |
|-----|---------------------------------|--------------------------------------|
| 40. | CHR Deland West LLC | Delaware |
| 41. | CHR Fort Myers LLC | Delaware |
| 42. | CHR Fort Walton Beach LLC | Delaware |
| 43. | CHR Gulfport LLC | Delaware |
| 44. | CHR Hudson LLC | Delaware |
| 45. | CHR Lake Wales LLC | Delaware |
| 46. | CHR Lakeland LLC | Delaware |
| 47. | CHR Panama City LLC | Delaware |
| 48. | CHR Pompano Beach Broward LLC | Delaware |
| 49. | CHR Pompano Beach LLC | Delaware |
| 50. | CHR Sanford LLC | Delaware |
| 51. | CHR Sarasota LLC | Delaware |
| 52. | CHR Spring Hill LLC | Delaware |
| 53. | CHR St. Pete Abbey LLC | Delaware |
| 54. | CHR St. Pete Bay LLC | Delaware |
| 55. | CHR St. Pete Egret LLC | Delaware |
| 56. | CHR Tampa Carrollwood LLC | Delaware |
| 57. | CHR Tampa LLC | Delaware |
| 58. | CHR Tarpon Springs LLC | Delaware |
| 59. | CHR Titusville LLC | Delaware |
| 60. | CHR West Palm Beach LLC | Delaware |
| 61. | Colonial Gardens, LLC | Ohio |
| 62. | Colorado Lessor - Conifer, Inc. | Maryland |
| 63. | CSE Albany LLC | Delaware |
| 64. | CSE Amarillo LLC | Delaware |
| 65. | CSE Arden L.P. | Delaware |
| 66. | CSE Augusta LLC | Delaware |
| 67. | CSE Bedford LLC | Delaware |
| 68. | CSE Blountville LLC | Delaware |
| 69. | CSE Bolivar LLC | Delaware |
| 70. | CSE Cambridge LLC | Delaware |
| 71. | CSE Cambridge Realty LLC | Delaware |
| 72. | CSE Camden LLC | Delaware |
| 73. | CSE Canton LLC | Delaware |
| 74. | CSE Casablanca Holdings II LLC | Delaware |
| 75. | CSE Casablanca Holdings LLC | Delaware |
| 76. | CSE Cedar Rapids LLC | Delaware |
| 77. | CSE Centennial Village | Delaware |
| 78. | CSE Chelmsford LLC | Delaware |
| 79. | CSE Chesterton LLC | Delaware |
| 80. | CSE Claremont LLC | Delaware |
| 81. | CSE Corpus North LLC | Delaware |
| 82. | CSE Denver Iliff LLC | Delaware |

| | Subsidiary | Jurisdiction of Incorporation |
|------|---|--------------------------------------|
| 83. | CSE Denver LLC | Delaware |
| 84. | CSE Douglas LLC | Delaware |
| 85. | CSE Elkton LLC | Delaware |
| 86. | CSE Elkton Realty LLC | Delaware |
| 87. | CSE Fairhaven LLC | Delaware |
| 88. | CSE Fort Wayne LLC | Delaware |
| 89. | CSE Frankston LLC | Delaware |
| 90. | CSE Georgetown LLC | Delaware |
| 91. | CSE Green Bay LLC | Delaware |
| 92. | CSE Hilliard LLC | Delaware |
| 93. | CSE Huntingdon LLC | Delaware |
| 94. | CSE Huntsville LLC | Delaware |
| 95. | CSE Indianapolis-Continental LLC | Delaware |
| 96. | CSE Indianapolis-Greenbriar LLC | Delaware |
| 97. | CSE Jacinto City LLC | Delaware |
| 98. | CSE Jefferson City LLC | Delaware |
| 99. | CSE Jeffersonville-Hillcrest Center LLC | Delaware |
| 100. | CSE Jeffersonville-Jennings House LLC | Delaware |
| 101. | CSE Kerrville LLC | Delaware |
| 102. | CSE King L.P. | Delaware |
| 103. | CSE Kingsport LLC | Delaware |
| 104. | CSE Knightdale L.P. | Delaware |
| 105. | CSE Lake City LLC | Delaware |
| 106. | CSE Lake Worth LLC | Delaware |
| 107. | CSE Lakewood LLC | Delaware |
| 108. | CSE Las Vegas LLC | Delaware |
| 109. | CSE Lawrenceburg LLC | Delaware |
| 110. | CSE Lenoir L.P. | Delaware |
| 111. | CSE Lexington Park LLC | Delaware |
| 112. | CSE Lexington Park Realty LLC | Delaware |
| 113. | CSE Ligonier LLC | Delaware |
| 114. | CSE Live Oak LLC | Delaware |
| 115. | CSE Lowell LLC | Delaware |
| 116. | CSE Marianna Holdings LLC | Delaware |
| 117. | CSE Memphis LLC | Delaware |
| 118. | CSE Mobile LLC | Delaware |
| 119. | CSE Moore LLC | Delaware |
| 120. | CSE North Carolina Holdings I LLC | Delaware |
| 121. | CSE North Carolina Holdings II LLC | Delaware |
| 122. | CSE Omro LLC | Delaware |
| 123. | CSE Orange Park LLC | Delaware |
| 124. | CSE Orlando-Pinar Terrace Manor LLC | Delaware |
| 125. | CSE Orlando-Terra Vista Rehab LLC | Delaware |

| | Subsidiary | Jurisdiction of Incorporation |
|------|--|--------------------------------------|
| 126. | CSE Pennsylvania Holdings | Delaware |
| 127. | CSE Piggott LLC | Delaware |
| 128. | CSE Pilot Point LLC | Delaware |
| 129. | CSE Pine View LLC | Delaware |
| 130. | CSE Ponca City LLC | Delaware |
| 131. | CSE Port St. Lucie LLC | Delaware |
| 132. | CSE Richmond LLC | Delaware |
| 133. | CSE Ripley LLC | Delaware |
| 134. | CSE Ripon LLC | Delaware |
| 135. | CSE Safford LLC | Delaware |
| 136. | CSE Salina LLC | Delaware |
| 137. | CSE Seminole LLC | Delaware |
| 138. | CSE Shawnee LLC | Delaware |
| 139. | CSE Spring Branch LLC | Delaware |
| 140. | CSE Stillwater LLC | Delaware |
| 141. | CSE Taylorsville LLC | Delaware |
| 142. | CSE Texarkana LLC | Delaware |
| 143. | CSE Texas City LLC | Delaware |
| 144. | CSE The Village LLC | Delaware |
| 145. | CSE Upland LLC | Delaware |
| 146. | CSE Walnut Cove L.P. | Delaware |
| 147. | CSE West Point LLC | Delaware |
| 148. | CSE Whitehouse LLC | Delaware |
| 149. | CSE Williamsport LLC | Delaware |
| 150. | CSE Winter Haven LLC | Delaware |
| 151. | CSE Woodfin L.P. | Delaware |
| 152. | CSE Yorktown LLC | Delaware |
| 153. | Delta Investors I, LLC | Maryland |
| 154. | Delta Investors II, LLC | Maryland |
| 155. | Desert Lane LLC | Delaware |
| 156. | Dixie White House Nursing Home, Inc. | Mississippi |
| 157. | Dixon Health Care Center, Inc. | Ohio |
| 158. | Encanto Senior Care, LLC | Arizona |
| 159. | Florida Lessor – Meadowview, Inc. | Maryland |
| 160. | Florida Real Estate Company, LLC | Florida |
| 161. | G&L Gardens, LLC | Arizona |
| 162. | Georgia Lessor - Bonterra/Parkview, Inc. | Maryland |
| 163. | Golden Hill Real Estate Company, LLC | California |
| 164. | Greenbough, LLC | Delaware |
| 165. | Hutton I Land, Inc. | Ohio |
| 166. | Hutton II Land, Inc. | Ohio |
| 167. | Hutton III Land, Inc. | Ohio |
| 168. | Indiana Lessor – Wellington Manor, Inc. | Maryland |

| | Subsidiary | Jurisdiction of Incorporation |
|------|--------------------------------------|--------------------------------------|
| 169. | LAD I Real Estate Company, LLC | Delaware |
| 170. | Leatherman 90-1, Inc. | Ohio |
| 171. | Leatherman Partnership 89-1, Inc. | Ohio |
| 172. | Leatherman Partnership 89-2, Inc. | Ohio |
| 173. | Meridian Arms Land, Inc. | Ohio |
| 174. | North Las Vegas LLC | Delaware |
| 175. | NRS Ventures, L.L.C. | Delaware |
| 176. | Ocean Springs Nursing Home, Inc. | Mississippi |
| 177. | OHI (Connecticut), Inc. | Connecticut |
| 178. | OHI (Illinois), Inc. | Illinois |
| 179. | OHI (Indiana), Inc. | Indiana |
| 180. | OHI (Iowa), Inc. | Iowa |
| 181. | OHI Asset (AR) Ash Flat, LLC | Delaware |
| 182. | OHI Asset (AR) Camden, LLC | Delaware |
| 183. | OHI Asset (AR) Conway, LLC | Delaware |
| 184. | OHI Asset (AR) Des Arc, LLC | Delaware |
| 185. | OHI Asset (AR) Hot Springs, LLC | Delaware |
| 186. | OHI Asset (AR) Malvern, LLC | Delaware |
| 187. | OHI Asset (AR) Mena, LLC | Delaware |
| 188. | OHI Asset (AR) Pocahontas, LLC | Delaware |
| 189. | OHI Asset (AR) Sheridan, LLC | Delaware |
| 190. | OHI Asset (AR) Walnut Ridge, LLC | Delaware |
| 191. | OHI Asset (AZ) Austin House, LLC | Delaware |
| 192. | OHI Asset (CA), LLC | Delaware |
| 193. | OHI Asset (CO), LLC | Delaware |
| 194. | OHI Asset (CT) Lender, LLC | Delaware |
| 195. | OHI Asset (FL) Lake Placid, LLC | Delaware |
| 196. | OHI Asset (FL) Lender, LLC | Delaware |
| 197. | OHI Asset (FL), LLC | Delaware |
| 198. | OHI Asset (GA) Macon, LLC | Delaware |
| 199. | OHI Asset (GA) Moultrie, LLC | Delaware |
| 200. | OHI Asset (GA) Snellville, LLC | Delaware |
| 201. | OHI Asset (ID) Holly, LLC | Delaware |
| 202. | OHI Asset (ID) Midland, LLC | Delaware |
| 203. | OHI Asset (ID), LLC | Delaware |
| 204. | OHI Asset (IL), LLC | Delaware |
| 205. | OHI Asset (IN) American Village, LLC | Delaware |
| 206. | OHI Asset (IN) Anderson, LLC | Delaware |
| 207. | OHI Asset (IN) Beech Grove, LLC | Delaware |
| 208. | OHI Asset (IN) Clarksville, LLC | Delaware |
| 209. | OHI Asset (IN) Clinton, LLC | Delaware |
| 210. | OHI Asset (IN) Connersville, LLC | Delaware |
| 211. | OHI Asset (IN) Crown Point, LLC | Delaware |

| | Subsidiary | Jurisdiction of Incorporation |
|------|-----------------------------------|--------------------------------------|
| 212. | OHI Asset (IN) Eagle Valley, LLC | Delaware |
| 213. | OHI Asset (IN) Elkhart, LLC | Delaware |
| 214. | OHI Asset (IN) Forest Creek, LLC | Delaware |
| 215. | OHI Asset (IN) Fort Wayne, LLC | Delaware |
| 216. | OHI Asset (IN) Franklin, LLC | Delaware |
| 217. | OHI Asset (IN) Greensburg, LLC | Delaware |
| 218. | OHI Asset (IN) Indianapolis, LLC | Delaware |
| 219. | OHI Asset (IN) Jasper, LLC | Delaware |
| 220. | OHI Asset (IN) Kokomo, LLC | Delaware |
| 221. | OHI Asset (IN) Lafayette, LLC | Delaware |
| 222. | OHI Asset (IN) Madison, LLC | Delaware |
| 223. | OHI Asset (IN) Monticello, LLC | Delaware |
| 224. | OHI Asset (IN) Noblesville, LLC | Delaware |
| 225. | OHI Asset (IN) Rosewalk, LLC | Delaware |
| 226. | OHI Asset (IN) Salem, LLC | Delaware |
| 227. | OHI Asset (IN) Seymour, LLC | Delaware |
| 228. | OHI Asset (IN) Spring Mill, LLC | Delaware |
| 229. | OHI Asset (IN) Terre Haute, LLC | Delaware |
| 230. | OHI Asset (IN) Wabash, LLC | Delaware |
| 231. | OHI Asset (IN) Westfield, LLC | Delaware |
| 232. | OHI Asset (IN) Zionsville, LLC | Delaware |
| 233. | OHI Asset (LA), LLC | Delaware |
| 234. | OHI Asset (MD), LLC | Delaware |
| 235. | OHI Asset (MI) Heather Hills, LLC | Delaware |
| 236. | OHI Asset (MI), LLC | Delaware |
| 237. | OHI Asset (MO), LLC | Delaware |
| 238. | OHI Asset (MS) Byhalia, LLC | Delaware |
| 239. | OHI Asset (MS) Cleveland, LLC | Delaware |
| 240. | OHI Asset (MS) Clinton, LLC | Delaware |
| 241. | OHI Asset (MS) Columbia, LLC | Delaware |
| 242. | OHI Asset (MS) Corinth, LLC | Delaware |
| 243. | OHI Asset (MS) Greenwood, LLC | Delaware |
| 244. | OHI Asset (MS) Grenada, LLC | Delaware |
| 245. | OHI Asset (MS) Holly Springs, LLC | Delaware |
| 246. | OHI Asset (MS) Indianola, LLC | Delaware |
| 247. | OHI Asset (MS) Natchez, LLC | Delaware |
| 248. | OHI Asset (MS) Picayune, LLC | Delaware |
| 249. | OHI Asset (MS) Vicksburg, LLC | Delaware |
| 250. | OHI Asset (MS) Yazoo City, LLC | Delaware |
| 251. | OHI Asset (NC) Wadesboro, LLC | Delaware |
| 252. | OHI Asset (OH) Lender, LLC | Delaware |
| 253. | OHI Asset (OH), LLC | Delaware |
| 254. | OHI Asset (OR) Portland, LLC | Delaware |

| | Subsidiary | Jurisdiction of Incorporation |
|------|--|--------------------------------------|
| 255. | OHI Asset (PA) Trust | Maryland |
| 256. | OHI Asset (PA), LLC | Delaware |
| 257. | OHI Asset (SC) Aiken, LLC | Delaware |
| 258. | OHI Asset (SC) Anderson, LLC | Delaware |
| 259. | OHI Asset (SC) Easley Anne, LLC | Delaware |
| 260. | OHI Asset (SC) Easley Crestview, LLC | Delaware |
| 261. | OHI Asset (SC) Edgefield, LLC | Delaware |
| 262. | OHI Asset (SC) Greenville Griffith, LLC | Delaware |
| 263. | OHI Asset (SC) Greenville Laurens, LLC | Delaware |
| 264. | OHI Asset (SC) Greenville North, LLC | Delaware |
| 265. | OHI Asset (SC) Greenville, LLC | Delaware |
| 266. | OHI Asset (SC) Greer, LLC | Delaware |
| 267. | OHI Asset (SC) Marietta, LLC | Delaware |
| 268. | OHI Asset (SC) McCormick, LLC | Delaware |
| 269. | OHI Asset (SC) Orangeburg, LLC | Delaware |
| 270. | OHI Asset (SC) Pickens East Cedar, LLC | Delaware |
| 271. | OHI Asset (SC) Pickens Rosemond, LLC | Delaware |
| 272. | OHI Asset (SC) Piedmont, LLC | Delaware |
| 273. | OHI Asset (SC) Simpsonville SE Main, LLC | Delaware |
| 274. | OHI Asset (SC) Simpsonville West Broad, LLC | Delaware |
| 275. | OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware |
| 276. | OHI Asset (TN) Bartlett, LLC | Delaware |
| 277. | OHI Asset (TN) Collierville, LLC | Delaware |
| 278. | OHI Asset (TN) Memphis, LLC | Delaware |
| 279. | OHI Asset (TX) Anderson, LLC | Delaware |
| 280. | OHI Asset (TX) Bryan, LLC | Delaware |
| 281. | OHI Asset (TX) Burleson, LLC | Delaware |
| 282. | OHI Asset (TX) College Station, LLC | Delaware |
| 283. | OHI Asset (TX) Comfort, LLC | Delaware |
| 284. | OHI Asset (TX) Diboll, LLC | Delaware |
| 285. | OHI Asset (TX) Granbury, LLC | Delaware |
| 286. | OHI Asset (TX) Hondo, LLC | Delaware |
| 287. | OHI Asset (TX) Italy, LLC | Delaware |
| 288. | OHI Asset (TX) Winnsboro, LLC | Delaware |
| 289. | OHI Asset (TX), LLC | Delaware |
| 290. | OHI Asset (UT) Ogden, LLC | Delaware |
| 291. | OHI Asset (UT) Provo, LLC | Delaware |
| 292. | OHI Asset (UT) Roy, LLC | Delaware |
| 293. | OHI Asset (VA) Charlottesville, LLC | Delaware |
| 294. | OHI Asset (VA) Farmville, LLC | Delaware |
| 295. | OHI Asset (VA) Hillsville, LLC | Delaware |
| 296. | OHI Asset (VA) Rocky Mount, LLC | Delaware |
| 297. | OHI Asset (WA) Battle Ground, LLC | Delaware |

| | Subsidiary | Jurisdiction of Incorporation |
|------|--|--------------------------------------|
| 298. | OHI Asset (WV) Danville, LLC | Delaware |
| 299. | OHI Asset (WV) Ivydale, LLC | Delaware |
| 300. | OHI Asset CSB LLC | Delaware |
| 301. | OHI Asset CSE – E, LLC | Delaware |
| 302. | OHI Asset CSE – U, LLC | Delaware |
| 303. | OHI Asset HUD CFG, LLC | Delaware |
| 304. | OHI Asset HUD Delta, LLC | Delaware |
| 305. | OHI Asset HUD H-F, LLC | Delaware |
| 306. | OHI Asset HUD SF CA, LLC | Delaware |
| 307. | OHI Asset HUD SF, LLC | Delaware |
| 308. | OHI Asset HUD WO, LLC | Delaware |
| 309. | OHI Asset II (CA), LLC | Delaware |
| 310. | OHI Asset II (FL), LLC | Delaware |
| 311. | OHI Asset II (PA) Trust | Maryland |
| 312. | OHI Asset III (PA) Trust | Maryland |
| 313. | OHI Asset IV (PA) Silver Lake Trust | Maryland |
| 314. | OHI Asset RO PMM Services, LLC | Delaware |
| 315. | OHI Asset RO, LLC | Delaware |
| 316. | OHI Asset, LLC | Delaware |
| 317. | OHI Mezz Lender, LLC | Delaware |
| 318. | OHI Tennessee, Inc. | Maryland |
| 319. | OHIMA, Inc. | Massachusetts |
| 320. | Omega TRS I, Inc. | Maryland |
| 321. | Orange Village Care Center, Inc. | Ohio |
| 322. | Palm Valley Senior Care, LLC | Arizona |
| 323. | Panama City Nursing Center LLC | Delaware |
| 324. | Pavillion North Partners, Inc. | Pennsylvania |
| 325. | Pavillion North, LLP | Pennsylvania |
| 326. | Pavillion Nursing Center North, Inc. | Pennsylvania |
| 327. | Pensacola Real Estate Holdings I, Inc. | Florida |
| 328. | Pensacola Real Estate Holdings II, Inc. | Florida |
| 329. | Pensacola Real Estate Holdings III, Inc. | Florida |
| 330. | Pensacola Real Estate Holdings IV, Inc. | Florida |
| 331. | Pensacola Real Estate Holdings V, Inc. | Florida |
| 332. | PV Realty-Clinton, LLC | Maryland |
| 333. | PV Realty-Holly Hill, LLC | Maryland |
| 334. | PV Realty-Kensington, LLC | Maryland |
| 335. | PV Realty-Willow Tree, LLC | Maryland |
| 336. | Ridgecrest Senior Care, LLC | Arizona |
| 337. | Skyler Boyington, Inc. | Mississippi |
| 338. | Skyler Florida, Inc. | Mississippi |
| 339. | Skyler Maitland LLC | Delaware |
| 340. | Skyler Pensacola, Inc. | Florida |

| | Subsidiary | Jurisdiction of Incorporation |
|------|---|--------------------------------------|
| 341. | SLC Property Investors, LLC | Delaware |
| 342. | St. Mary's Properties, Inc. | Ohio |
| 343. | Sterling Acquisition Corp. | Kentucky |
| 344. | Suwanee, LLC | Delaware |
| 345. | Texas Lessor – Stonegate GP, Inc. | Maryland |
| 346. | Texas Lessor – Stonegate, Limited, Inc. | Maryland |
| 347. | Texas Lessor – Stonegate, LP | Maryland |
| 348. | The Suburban Pavilion, Inc. | Ohio |
| 349. | Washington Lessor – Silverdale, Inc. | Maryland |
| 350. | Wilcare, LLC | Ohio |

* * *

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4 No. 333-) and related Prospectus of Omega Healthcare Investors, Inc. for the exchange of \$400,000,000 of 4.950% Senior Notes due 2024 offered under a private placement for \$400,000,000 of 4.950% Senior Notes due 2024 which have been registered under the Securities Act of 1933, as amended, and to the incorporation by reference therein of our reports dated February 11, 2014, 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 its Annual Report (Form 10-K) for the year ended December 31, 2013, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Baltimore, Maryland
August 11, 2014

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

FORM T-1

**STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

| | |
|---|------------|
| 800 Nicollet Mall Minneapolis, Minnesota | 55402 |
| (Address of principal executive offices) | (Zip Code) |

David Ferrell
U.S. Bank National Association
1349 West Peachtree Street, Suite 1050
Atlanta, GA 30309
(404) 898-8821
(Name, address and telephone number of agent for service)

Omega Healthcare Investors, Inc.
And the Subsidiary Guarantors Listed on Schedule A
(Issuer with respect to the Securities)

| | |
|--|--------------------------------------|
| Maryland | 38-3041398 |
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification No.) |

| | |
|---|------------|
| 200 International Circle, Suite 3500 Hunt Valley, Maryland | 21030 |
| (Address of Principal Executive Offices) | (Zip Code) |

4.950% Senior Secured Notes Due 2024
(Title of the Indenture Securities)

Schedule A
Subsidiary Guarantors

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|--|--|---|------------------------------------|
| 1200 Ely Street Holdings Co. LLC | Michigan | 6798 | 26-3524594 |
| 13922 Cerise Avenue, LLC | California | 6798 | 71-0976970 |
| 2425 Teller Avenue, LLC | Colorado | 6798 | 20-5672217 |
| 245 East Wilshire Avenue, LLC | California | 6798 | 90-0266386 |
| 3806 Clayton Road, LLC | California | 6798 | 90-0266403 |
| 42235 County Road Holdings Co. LLC | Michigan | 6798 | 83-0500167 |
| 48 High Point Road, LLC | Maryland | 6798 | 27-2498824 |
| 523 Hayes Lane, LLC | California | 6798 | 45-1777721 |
| 637 East Romie Lane, LLC | California | 6798 | 90-0266404 |
| Arizona Lessor - Infinia, Inc. | Maryland | 6798 | 32-0008074 |
| Bayside Colorado Healthcare Associates, Inc. | Colorado | 6798 | 38-3517837 |
| Bayside Street II, Inc. | Delaware | 6798 | 38-3519969 |
| Bayside Street, Inc. | Maryland | 6798 | 38-3160026 |
| Canton Health Care Land, Inc. | Ohio | 6798 | 20-1914579 |
| Carnegie Gardens LLC | Delaware | 6798 | 20-2442381 |
| CFG 2115 Woodstock Place LLC | Delaware | 6798 | 26-1123970 |
| Colonial Gardens, LLC | Ohio | 6798 | 26-0110549 |
| Colorado Lessor - Conifer, Inc. | Maryland | 6798 | 32-0008069 |
| CSE Albany LLC | Delaware | 6798 | 20-5885886 |
| CSE Amarillo LLC | Delaware | 6798 | 20-5862752 |
| CSE Arden L.P. | Delaware | 6798 | 20-5888680 |
| CSE Augusta LLC | Delaware | 6798 | 20-5885921 |
| CSE Bedford LLC | Delaware | 6798 | 20-5886082 |
| CSE Blountville LLC | Delaware | 6798 | 20-8295288 |
| CSE Bolivar LLC | Delaware | 6798 | 20-8295024 |
| CSE Cambridge LLC | Delaware | 6798 | 20-5886976 |
| CSE Cambridge Realty LLC | Delaware | 6798 | 20-5959318 |
| CSE Camden LLC | Delaware | 6798 | 20-8295066 |
| CSE Canton LLC | Delaware | 6798 | 20-5887312 |
| CSE Casablanca Holdings II LLC | Delaware | 6798 | 26-0595183 |
| CSE Casablanca Holdings LLC | Delaware | 6798 | 20-8724466 |
| CSE Cedar Rapids LLC | Delaware | 6798 | 20-5884941 |
| CSE Centennial Village | Delaware | 6798 | 20-6974959 |
| CSE Chelmsford LLC | Delaware | 6798 | 20-5920451 |
| CSE Chesterton LLC | Delaware | 6798 | 20-5885195 |
| CSE Claremont LLC | Delaware | 6798 | 20-5883891 |
| CSE Corpus North LLC | Delaware | 6798 | 20-5186415 |
| CSE Denver II LLC | Delaware | 6798 | 20-8037772 |
| CSE Denver LLC | Delaware | 6798 | 20-5884311 |
| CSE Douglas LLC | Delaware | 6798 | 20-5883761 |
| CSE Elkton LLC | Delaware | 6798 | 20-5887006 |
| CSE Elkton Realty LLC | Delaware | 6798 | 20-5959253 |
| CSE Fairhaven LLC | Delaware | 6798 | 20-8281491 |
| CSE Fort Wayne LLC | Delaware | 6798 | 20-5885125 |
| CSE Frankston LLC | Delaware | 6798 | 20-5862947 |
| CSE Georgetown LLC | Delaware | 6798 | 20-5886126 |
| CSE Green Bay LLC | Delaware | 6798 | 20-5888029 |
| CSE Hilliard LLC | Delaware | 6798 | 20-5887347 |
| CSE Huntingdon LLC | Delaware | 6798 | 20-8295191 |
| CSE Huntsville LLC | Delaware | 6798 | 20-5887764 |

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|--|--|---|------------------------------------|
| CSE Indianapolis-Continental LLC | Delaware | 6798 | 20-5885046 |
| CSE Indianapolis-Greenbriar LLC | Delaware | 6798 | 20-5885096 |
| CSE Jacinto City LLC | Delaware | 6798 | 20-5186519 |
| CSE Jefferson City LLC | Delaware | 6798 | 20-8295101 |
| CSE Jeffersonville-Hillcrest Center LLC | Delaware | 6798 | 20-5885261 |
| CSE Jeffersonville-Jennings House LLC | Delaware | 6798 | 20-5885346 |
| CSE Kerrville LLC | Delaware | 6798 | 20-8684872 |
| CSE King L.P. | Delaware | 6798 | 20-5888725 |
| CSE Kingsport LLC | Delaware | 6798 | 20-5887736 |
| CSE Knightdale L.P. | Delaware | 6798 | 20-5888653 |
| CSE Lake City LLC | Delaware | 6798 | 20-5863259 |
| CSE Lake Worth LLC | Delaware | 6798 | 20-5863173 |
| CSE Lakewood LLC | Delaware | 6798 | 20-5884352 |
| CSE Las Vegas LLC | Delaware | 6798 | 20-5887216 |
| CSE Lawrenceburg LLC | Delaware | 6798 | 20-5887802 |
| CSE Lenoir L.P. | Delaware | 6798 | 20-5888528 |
| CSE Lexington Park LLC | Delaware | 6798 | 20-5886951 |
| CSE Lexington Park Realty LLC | Delaware | 6798 | 20-5959280 |
| CSE Ligonier LLC | Delaware | 6798 | 20-5885484 |
| CSE Live Oak LLC | Delaware | 6798 | 20-5863086 |
| CSE Lowell LLC | Delaware | 6798 | 20-5885381 |
| CSE Marianna Holdings LLC | Delaware | 6798 | 20-1411422 |
| CSE Memphis LLC | Delaware | 6798 | 20-8295130 |
| CSE Mobile LLC | Delaware | 6798 | 20-5883572 |
| CSE Moore LLC | Delaware | 6798 | 20-5887574 |
| CSE North Carolina Holdings I LLC | Delaware | 6798 | 20-5888397 |
| CSE North Carolina Holdings II LLC | Delaware | 6798 | 20-5888430 |
| CSE Omro LLC | Delaware | 6798 | 20-5887998 |
| CSE Orange Park LLC | Delaware | 6798 | 20-5863371 |
| CSE Orlando-Pinar Terrace Manor LLC | Delaware | 6798 | 20-5863043 |
| CSE Orlando-Terra Vista Rehab LLC | Delaware | 6798 | 20-5863223 |
| CSE Pennsylvania Holdings | Delaware | 6798 | 20-6974946 |
| CSE Piggott LLC | Delaware | 6798 | 20-5883659 |
| CSE Pilot Point LLC | Delaware | 6798 | 20-5862827 |
| CSE Pine View LLC | Delaware | 6798 | 20-5398686 |
| CSE Ponca City LLC | Delaware | 6798 | 20-5887495 |
| CSE Port St. Lucie LLC | Delaware | 6798 | 20-5863294 |
| CSE Richmond LLC | Delaware | 6798 | 20-5885427 |
| CSE Ripley LLC | Delaware | 6798 | 20-8295238 |
| CSE Ripon LLC | Delaware | 6798 | 26-0480886 |
| CSE Safford LLC | Delaware | 6798 | 20-5883807 |
| CSE Salina LLC | Delaware | 6798 | 20-5885669 |
| CSE Seminole LLC | Delaware | 6798 | 20-5887615 |
| CSE Shawnee LLC | Delaware | 6798 | 20-5887524 |
| CSE Spring Branch LLC | Delaware | 6798 | 20-5186484 |
| CSE Stillwater LLC | Delaware | 6798 | 20-5887548 |
| CSE Taylorsville LLC | Delaware | 6798 | 20-5886196 |
| CSE Texarkana LLC | Delaware | 6798 | 20-5862880 |
| CSE Texas City LLC | Delaware | 6798 | 20-5862791 |
| CSE The Village LLC | Delaware | 6798 | 20-5186550 |
| CSE Upland LLC | Delaware | 6798 | 20-5891148 |
| CSE Walnut Cove L.P. | Delaware | 6798 | 20-5888502 |
| CSE West Point LLC | Delaware | 6798 | 20-5887119 |

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|--|--|---|------------------------------------|
| CSE Whitehouse LLC | Delaware | 6798 | 20-8294979 |
| CSE Williamsport LLC | Delaware | 6798 | 26-0480953 |
| CSE Winter Haven LLC | Delaware | 6798 | 20-5863327 |
| CSE Woodfin L.P. | Delaware | 6798 | 20-5888619 |
| CSE Yorktown LLC | Delaware | 6798 | 20-5885163 |
| Delta Investors I, LLC | Maryland | 6798 | 54-2112455 |
| Delta Investors II, LLC | Maryland | 6798 | 54-2112456 |
| Desert Lane LLC | Delaware | 6798 | 20-3098022 |
| Dixie White House Nursing Home, Inc. | Mississippi | 6798 | 59-3738671 |
| Dixon Health Care Center, Inc. | Ohio | 6798 | 34-1509772 |
| Encanto Senior Care, LLC | Arizona | 6798 | 20-1669755 |
| Florida Lessor – Meadowview, Inc. | Maryland | 6798 | 56-2398721 |
| Florida Real Estate Company, LLC | Florida | 6798 | 20-1458431 |
| Georgia Lessor - Bonterra/Parkview, Inc. | Maryland | 6798 | 16-1650494 |
| Greenbough, LLC | Delaware | 6798 | 27-0258266 |
| Hutton I Land, Inc. | Ohio | 6798 | 20-1914403 |
| Hutton II Land, Inc. | Ohio | 6798 | 20-1914470 |
| Hutton III Land, Inc. | Ohio | 6798 | 20-1914529 |
| Indiana Lessor – Wellington Manor, Inc. | Maryland | 6798 | 32-0008064 |
| LAD I Real Estate Company, LLC | Delaware | 6798 | 20-1454154 |
| Leatherman 90-1, Inc. | Ohio | 6798 | 20-1914625 |
| Leatherman Partnership 89-1, Inc. | Ohio | 6798 | 34-1656489 |
| Leatherman Partnership 89-2, Inc. | Ohio | 6798 | 34-1656491 |
| Meridian Arms Land, Inc. | Ohio | 6798 | 20-1914864 |
| North Las Vegas LLC | Delaware | 6798 | 20-3098036 |
| NRS Ventures, L.L.C. | Delaware | 6798 | 38-4236118 |
| Ocean Springs Nursing Home, Inc. | Mississippi | 6798 | 58-2635823 |
| OHI (Connecticut), Inc. | Connecticut | 6798 | 06-1552120 |
| OHI (Illinois), Inc. | Illinois | 6798 | 37-1332375 |
| OHI (Indiana), Inc. | Indiana | 6798 | 38-3568359 |
| OHI (Iowa), Inc. | Iowa | 6798 | 38-3377918 |
| OHI Asset (AR) Ash Flat, LLC | Delaware | 6798 | 46-3670959 |
| OHI Asset (AR) Camden, LLC | Delaware | 6798 | 46-3672608 |
| OHI Asset (AR) Conway, LLC | Delaware | 6798 | 61-1721332 |
| OHI Asset (AR) Des Arc, LLC | Delaware | 6798 | 46-3691025 |
| OHI Asset (AR) Hot Springs, LLC | Delaware | 6798 | 80-0951655 |
| OHI Asset (AR) Malvern, LLC | Delaware | 6798 | 46-3719491 |
| OHI Asset (AR) Mena, LLC | Delaware | 6798 | 38-3915930 |
| OHI Asset (AR) Pocahontas, LLC | Delaware | 6798 | 46-3728913 |
| OHI Asset (AR) Sheridan, LLC | Delaware | 6798 | 46-3739623 |
| OHI Asset (AR) Walnut Ridge, LLC | Delaware | 6798 | 46-3751920 |
| OHI Asset (AZ) Austin House, LLC | Delaware | 6798 | 46-4385050 |
| OHI Asset (CA), LLC | Delaware | 6798 | 04-3759925 |
| OHI Asset (CO), LLC | Delaware | 6798 | 84-1706510 |
| OHI Asset (CT) Lender, LLC | Delaware | 6798 | 75-3205111 |
| OHI Asset (FL) Lake Placid, LLC | Delaware | 6798 | 46-3827043 |
| OHI Asset (FL) Lender, LLC | Delaware | 6798 | 27-4450390 |
| OHI Asset (FL), LLC | Delaware | 6798 | 13-4225158 |
| OHI Asset (GA) Macon, LLC | Delaware | 6798 | 47-1027224 |
| OHI Asset (GA) Moultrie, LLC | Delaware | 6798 | 46-4254981 |
| OHI Asset (GA) Snellville, LLC | Delaware | 6798 | 46-4259685 |
| OHI Asset (ID) Holly, LLC | Delaware | 6798 | 46-4268973 |
| OHI Asset (ID) Midland, LLC | Delaware | 6798 | 46-4279515 |

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|--|--|---|------------------------------------|
| OHI Asset (ID), LLC | Delaware | 6798 | 04-3759931 |
| OHI Asset (IL), LLC | Delaware | 6798 | 14-1951802 |
| OHI Asset (IN) American Village, LLC | Delaware | 6798 | 46-0985915 |
| OHI Asset (IN) Anderson, LLC | Delaware | 6798 | 46-0989235 |
| OHI Asset (IN) Beech Grove, LLC | Delaware | 6798 | 46-1000956 |
| OHI Asset (IN) Clarksville, LLC | Delaware | 6798 | 46-1011127 |
| OHI Asset (IN) Clinton, LLC | Delaware | 6798 | 46-4095764 |
| OHI Asset (IN) Connersville, LLC | Delaware | 6798 | 46-4289202 |
| OHI Asset (IN) Crown Point, LLC | Delaware | 6798 | 46-1738072 |
| OHI Asset (IN) Eagle Valley, LLC | Delaware | 6798 | 46-1021612 |
| OHI Asset (IN) Elkhart, LLC | Delaware | 6798 | 46-1035197 |
| OHI Asset (IN) Forest Creek, LLC | Delaware | 6798 | 46-1040435 |
| OHI Asset (IN) Fort Wayne, LLC | Delaware | 6798 | 46-1050897 |
| OHI Asset (IN) Franklin, LLC | Delaware | 6798 | 46-1062818 |
| OHI Asset (IN) Greensburg, LLC | Delaware | 6798 | 38-3879137 |
| OHI Asset (IN) Indianapolis, LLC | Delaware | 6798 | 36-4736441 |
| OHI Asset (IN) Jasper, LLC | Delaware | 6798 | 46-4100999 |
| OHI Asset (IN) Kokomo, LLC | Delaware | 6798 | 46-1071289 |
| OHI Asset (IN) Lafayette, LLC | Delaware | 6798 | 46-1085161 |
| OHI Asset (IN) Madison, LLC | Delaware | 6798 | 46-1745924 |
| OHI Asset (IN) Monticello, LLC | Delaware | 6798 | 46-1090601 |
| OHI Asset (IN) Noblesville, LLC | Delaware | 6798 | 46-1103366 |
| OHI Asset (IN) Rosewalk, LLC | Delaware | 6798 | 46-1116285 |
| OHI Asset (IN) Salem, LLC | Delaware | 6798 | 46-4111473 |
| OHI Asset (IN) Seymour, LLC | Delaware | 6798 | 46-4133715 |
| OHI Asset (IN) Spring Mill, LLC | Delaware | 6798 | 46-1120573 |
| OHI Asset (IN) Terre Haute, LLC | Delaware | 6798 | 46-1140102 |
| OHI Asset (IN) Wabash, LLC | Delaware | 6798 | 38-3879151 |
| OHI Asset (IN) Westfield, LLC | Delaware | 6798 | 32-0381277 |
| OHI Asset (IN) Zionsville, LLC | Delaware | 6798 | 46-1152307 |
| OHI Asset (LA), LLC | Delaware | 6798 | 04-3759935 |
| OHI Asset (MD), LLC | Delaware | 6798 | 45-2611748 |
| OHI Asset (MI) Heather Hills, LLC | Delaware | 6798 | 46-1515395 |
| OHI Asset (MI), LLC | Delaware | 6798 | 27-3378345 |
| OHI Asset (MO), LLC | Delaware | 6798 | 04-3759939 |
| OHI Asset (MS) Byhalia, LLC | Delaware | 6798 | 46-4298734 |
| OHI Asset (MS) Cleveland, LLC | Delaware | 6798 | 36-4774986 |
| OHI Asset (MS) Clinton, LLC | Delaware | 6798 | 80-0965657 |
| OHI Asset (MS) Columbia, LLC | Delaware | 6798 | 46-4340609 |
| OHI Asset (MS) Corinth, LLC | Delaware | 6798 | 46-4351222 |
| OHI Asset (MS) Greenwood, LLC | Delaware | 6798 | 46-4361245 |
| OHI Asset (MS) Grenada, LLC | Delaware | 6798 | 46-4376223 |
| OHI Asset (MS) Holly Springs, LLC | Delaware | 6798 | 38-3921178 |
| OHI Asset (MS) Indianola, LLC | Delaware | 6798 | 90-1036275 |
| OHI Asset (MS) Natchez, LLC | Delaware | 6798 | 46-4384987 |
| OHI Asset (MS) Picayune, LLC | Delaware | 6798 | 90-1036523 |
| OHI Asset (MS) Vicksburg, LLC | Delaware | 6798 | 90-1036559 |
| OHI Asset (MS) Yazoo City, LLC | Delaware | 6798 | 38-3921461 |
| OHI Asset (NC) Wadesboro, LLC | Delaware | 6798 | 35-2492230 |
| OHI Asset (OH) Lender, LLC | Delaware | 6798 | 51-0529744 |
| OHI Asset (OH), LLC | Delaware | 6798 | 04-3759938 |
| OHI Asset (OR) Portland, LLC | Delaware | 6798 | 30-0805633 |
| OHI Asset (PA) Trust | Maryland | 6798 | 54-6643405 |

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|--|--|---|------------------------------------|
| OHI Asset (PA), LLC | Delaware | 6798 | 90-0137715 |
| OHI Asset (SC) Aiken, LLC | Delaware | 6798 | 46-4426281 |
| OHI Asset (SC) Anderson, LLC | Delaware | 6798 | 46-4455254 |
| OHI Asset (SC) Easley Anne, LLC | Delaware | 6798 | 46-4475177 |
| OHI Asset (SC) Easley Crestview, LLC | Delaware | 6798 | 46-4489507 |
| OHI Asset (SC) Edgefield, LLC | Delaware | 6798 | 46-4494366 |
| OHI Asset (SC) Greenville Griffith, LLC | Delaware | 6798 | 46-4510885 |
| OHI Asset (SC) Greenville Laurens, LLC | Delaware | 6798 | 46-4524387 |
| OHI Asset (SC) Greenville North, LLC | Delaware | 6798 | 46-4538349 |
| OHI Asset (SC) Greenville, LLC | Delaware | 6798 | 47-1053139 |
| OHI Asset (SC) Greer, LLC | Delaware | 6798 | 46-4551649 |
| OHI Asset (SC) Marietta, LLC | Delaware | 6798 | 46-4569172 |
| OHI Asset (SC) McCormick, LLC | Delaware | 6798 | 46-4597938 |
| OHI Asset (SC) Orangeburg, LLC | Delaware | 6798 | 47-1034331 |
| OHI Asset (SC) Pickens East Cedar, LLC | Delaware | 6798 | 46-4613823 |
| OHI Asset (SC) Pickens Rosemond, LLC | Delaware | 6798 | 46-4629569 |
| OHI Asset (SC) Piedmont, LLC | Delaware | 6798 | 46-4640288 |
| OHI Asset (SC) Simpsonville SE Main, LLC | Delaware | 6798 | 46-4682098 |
| OHI Asset (SC) Simpsonville West Broad, LLC | Delaware | 6798 | 46-4695995 |
| OHI Asset (SC) Simpsonville West Curtis, LLC | Delaware | 6798 | 46-4712666 |
| OHI Asset (TN) Bartlett, LLC | Delaware | 6798 | 46-4727889 |
| OHI Asset (TN) Collierville, LLC | Delaware | 6798 | 46-4738239 |
| OHI Asset (TN) Memphis, LLC | Delaware | 6798 | 46-4750926 |
| OHI Asset (TX) Anderson, LLC | Delaware | 6798 | 46-4764905 |
| OHI Asset (TX) Bryan, LLC | Delaware | 6798 | 46-4781488 |
| OHI Asset (TX) Burleson, LLC | Delaware | 6798 | 46-4795498 |
| OHI Asset (TX) College Station, LLC | Delaware | 6798 | 46-4805289 |
| OHI Asset (TX) Comfort, LLC | Delaware | 6798 | 46-4815908 |
| OHI Asset (TX) Diboll, LLC | Delaware | 6798 | 46-4843528 |
| OHI Asset (TX) Granbury, LLC | Delaware | 6798 | 46-4852513 |
| OHI Asset (TX) Hondo, LLC | Delaware | 6798 | 46-1346058 |
| OHI Asset (TX) Italy, LLC | Delaware | 6798 | 46-4873054 |
| OHI Asset (TX) Winnsboro, LLC | Delaware | 6798 | 46-4881288 |
| OHI Asset (TX), LLC | Delaware | 6798 | 04-3759927 |
| OHI Asset (UT) Ogden, LLC | Delaware | 6798 | 46-4903181 |
| OHI Asset (UT) Provo, LLC | Delaware | 6798 | 46-4915063 |
| OHI Asset (UT) Roy, LLC | Delaware | 6798 | 46-4931511 |
| OHI Asset (VA) Charlottesville, LLC | Delaware | 6798 | 46-4945417 |
| OHI Asset (VA) Farmville, LLC | Delaware | 6798 | 46-4955482 |
| OHI Asset (VA) Hillsville, LLC | Delaware | 6798 | 46-4987367 |
| OHI Asset (VA) Rocky Mount, LLC | Delaware | 6798 | 46-5002710 |
| OHI Asset (WA) Battle Ground, LLC | Delaware | 6798 | 46-5006928 |
| OHI Asset (WV) Danville, LLC | Delaware | 6798 | 47-1084194 |
| OHI Asset (WV) Ivydale, LLC | Delaware | 6798 | 47-1112048 |
| OHI Asset CSB LLC | Delaware | 6798 | 27-2820083 |
| OHI Asset CSE – E, LLC | Delaware | 6798 | 27-1675861 |
| OHI Asset CSE – U, LLC | Delaware | 6798 | 27-1675768 |
| OHI Asset HUD CFG, LLC | Delaware | 6798 | 45-3662151 |
| OHI Asset HUD Delta, LLC | Delaware | 6798 | 27-1895030 |
| OHI Asset HUD SF CA, LLC | Delaware | 6798 | 46-1251365 |
| OHI Asset HUD SF, LLC | Delaware | 6798 | 80-0830116 |
| OHI Asset HUD WO, LLC | Delaware | 6798 | 45-2379675 |
| OHI Asset II (CA), LLC | Delaware | 6798 | 20-1000879 |

| Exact name of registrant as specified in its charter (1) | State or other jurisdiction of formation | Primary Standard Industrial Classification Code No. | I.R.S. Employer Identification No. |
|--|--|---|------------------------------------|
| OHI Asset II (FL), LLC | Delaware | 6798 | 27-1813906 |
| OHI Asset II (PA) Trust | Maryland | 6798 | 84-6390330 |
| OHI Asset III (PA) Trust | Maryland | 6798 | 84-6390331 |
| OHI Asset IV (PA) Silver Lake Trust | Maryland | 6798 | 80-6146794 |
| OHI Asset RO PMM Services, LLC | Delaware | 6798 | 46-4309941 |
| OHI Asset RO, LLC | Delaware | 6798 | 90-1018980 |
| OHI Asset, LLC | Delaware | 6798 | 32-0079270 |
| OHI Mezz Lender, LLC | Delaware | 6798 | 46-3201249 |
| OHI Tennessee, Inc. | Maryland | 6798 | 38-3509157 |
| OHIMA, Inc. | Massachusetts | 6798 | 06-1552118 |
| Omega TRS I, Inc. | Maryland | 6798 | 38-3587540 |
| Orange Village Care Center, Inc. | Ohio | 6798 | 34-1321728 |
| Panama City Nursing Center LLC | Delaware | 6798 | 20-2568041 |
| Pavillion North Partners, Inc. | Pennsylvania | 6798 | 20-2597892 |
| Pavillion North, LLP | Pennsylvania | 6798 | 75-3202956 |
| Pavillion Nursing Center North, Inc. | Pennsylvania | 6798 | 25-1222652 |
| Pensacola Real Estate Holdings I, Inc. | Florida | 6798 | 59-3667935 |
| Pensacola Real Estate Holdings II, Inc. | Florida | 6798 | 59-3667937 |
| Pensacola Real Estate Holdings III, Inc. | Florida | 6798 | 59-3667939 |
| Pensacola Real Estate Holdings IV, Inc. | Florida | 6798 | 59-3667940 |
| Pensacola Real Estate Holdings V, Inc. | Florida | 6798 | 59-3667941 |
| Skyler Boyington, Inc. | Mississippi | 6798 | 42-1572543 |
| Skyler Florida, Inc. | Mississippi | 6798 | 64-0821299 |
| Skyler Maitland LLC | Delaware | 6798 | 20-3888672 |
| Skyler Pensacola, Inc. | Florida | 6798 | 59-3561064 |
| St. Mary's Properties, Inc. | Ohio | 6798 | 20-1914905 |
| Sterling Acquisition Corp. | Kentucky | 6798 | 38-3207992 |
| Suwanee, LLC | Delaware | 6798 | 20-5223977 |
| Texas Lessor – Stonegate GP, Inc. | Maryland | 6798 | 32-0008071 |
| Texas Lessor – Stonegate, Limited, Inc. | Maryland | 6798 | 32-0008072 |
| Texas Lessor – Stonegate, LP | Maryland | 6798 | 32-0008073 |
| The Suburban Pavilion, Inc. | Ohio | 6798 | 34-1035431 |
| Washington Lessor – Silverdale, Inc. | Maryland | 6798 | 56-2386887 |
| Wilcare, LLC | Ohio | 6798 | 26-0110550 |

(1) Address, including zip code, and telephone number, including area code, of the principal executive offices of each subsidiary guarantor listed in Schedule A is c/o Omega Healthcare Investors, Inc., 200 International Circle, Suite 3500, Hunt Valley, Maryland, 21030 and the telephone number is (410) 427-1700.

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

- a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.
- b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. AFFILIATIONS WITH OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

- 1. A copy of the Articles of Association of the Trustee.*
- 2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
- 3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- 4. A copy of the existing bylaws of the Trustee.**
- 5. A copy of each Indenture referred to in Item 4. Not applicable.
- 6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
- 7. Report of Condition of the Trustee as of June 30, 2014 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-166527 filed on May 5, 2010.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Atlanta, State of Georgia on the ___th of August, 2014.

By: /s/ David Ferrell

David Ferrell
Vice President

Exhibit 2



CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.



IN TESTIMONY WHEREOF, today, May 1, 2014, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

/s/ Thomas J. Curry
Comptroller of the Currency

Exhibit 3



CERTIFICATION OF FIDUCIARY POWERS

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.



IN TESTIMONY WHEREOF, today, May 1, 2014, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

/s/ Thomas J. Curry
Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: August 11, 2014

By: /s/ David Ferrell

David Ferrell

Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 6/30/2014

(\$000's)

| | 6/30/2014 |
|---|-----------------------|
| Assets | |
| Cash and Balances Due From Depository Institutions | \$ 12,591,901 |
| Securities | 89,882,232 |
| Federal Funds | 109,925 |
| Loans & Lease Financing Receivables | 241,450,255 |
| Fixed Assets | 4,561,715 |
| Intangible Assets | 13,335,806 |
| Other Assets | 22,261,774 |
| Total Assets | \$ 384,193,608 |
| Liabilities | |
| Deposits | \$ 286,193,358 |
| Fed Funds | 1,264,138 |
| Treasury Demand Notes | 0 |
| Trading Liabilities | 382,290 |
| Other Borrowed Money | 37,760,161 |
| Acceptances | 0 |
| Subordinated Notes and Debentures | 5,023,000 |
| Other Liabilities | 12,274,098 |
| Total Liabilities | \$ 342,897,045 |
| Equity | |
| Common and Preferred Stock | 18,200 |
| Surplus | 14,266,407 |
| Undivided Profits | 26,159,120 |
| Minority Interest in Subsidiaries | \$ 852,836 |
| Total Equity Capital | \$ 41,296,563 |
| Total Liabilities and Equity Capital | \$ 384,193,608 |

Omega Healthcare Investors, Inc.

LETTER OF TRANSMITTAL

Offer For All Outstanding

4.950% Senior Notes due 2024

in exchange for

**4.950% Senior Notes due 2024
that have been registered under the
Securities Act of 1933**

Pursuant to the Prospectus dated , 2014

The Exchange Agent for this Exchange Offer is:

U.S. Bank National Association

By Mail, Hand or Courier:
Corporate Trust Services
111 Fillmore Ave E.
Mail Station EP-MN-WS2N
St. Paul, MN 55107
Attention: Specialty Finance Group
Reference: Omega Healthcare Investors, Inc.

By Facsimile:
(651) 466-7402
Attention: Specialty Finance Group
Reference: Omega Healthcare Investors, Inc.

For Information or Confirmation by Telephone:
(800) 934-6802

The exchange offer will expire at 5:00 p.m., New York City time, on , 2014, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.

Delivery of this letter of transmittal to an address other than as set forth above, or transmission of instructions via facsimile to a number other than as listed above, will not constitute a valid delivery.

The instructions contained herein should be read carefully before this letter of transmittal is completed.

The undersigned acknowledges that he or she has received the prospectus dated _____, 2014, referred to as the prospectus, of Omega Healthcare Investors, Inc., a Maryland corporation, or Omega, and this letter of transmittal, which together constitute Omega's offer, referred to as the exchange offer, to exchange an aggregate principal amount of up to \$400,000,000 of its 4.950% Senior Notes due 2024, which have been registered under the Securities Act of 1933, as amended, referred to as the exchange notes, for a like principal amount of its issued and outstanding 4.950% Senior Notes due 2024, referred to as the initial notes. Capitalized terms used but not defined herein shall have the same meaning given to them in the prospectus, as it may be amended or supplemented.

This letter of transmittal is to be completed by a holder of exchange notes either if (a) certificates for such exchange notes are to be forwarded herewith or (b) a tender of exchange notes is to be made by book-entry transfer to the account of U.S. Bank National Association, the exchange agent for the exchange offer, at The Depository Trust Company, or DTC, pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offer—Procedures for Tendering Initial Notes" in the prospectus. Certificates or book-entry confirmation of the transfer of exchange notes into the exchange agent's account at DTC, as well as this letter of transmittal or a facsimile hereof, properly completed and duly executed, with any required signature guarantees, and any other documents required by this letter of transmittal, must be received by the exchange agent at its address set forth herein on or prior to the expiration date. Tenders by book-entry transfer may also be made by delivering an agent's message in lieu of this letter of transmittal. The term "book-entry confirmation" means a confirmation of a book-entry transfer of exchange notes into the exchange agent's account at DTC. The term "agent's message" means a message to the exchange agent by DTC which states that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the letter of transmittal and that Omega may enforce the letter of transmittal against such holder. The agent's message forms a part of a book-entry transfer.

If exchange notes are tendered pursuant to book-entry procedures, the exchange agent must receive, no later than 5:00 p.m., New York City time, on the expiration date, book-entry confirmation of the tender of the exchange notes into the exchange agent's account at DTC, along with a completed letter of transmittal or an agent's message.

By crediting the exchange notes to the exchange agent's account at DTC and by complying with the applicable procedures of DTC's Automated Tender Offer Program, or ATOP, with respect to the tender of the exchange notes, including by the transmission of an agent's message, the holder of exchange notes acknowledges and agrees to be bound by the terms of this letter of transmittal, and the participant in DTC confirms on behalf of itself and the beneficial owners of such exchange notes all provisions of this letter of transmittal as being applicable to it and such beneficial owners as fully as if such participant and each such beneficial owner had provided the information required herein and executed and transmitted this letter of transmittal to the exchange agent.

Holders of initial notes whose certificates for such initial notes are not immediately available or who cannot deliver their certificates and all other required documents to the exchange agent on or prior to the expiration date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their initial notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery" in the prospectus.

Delivery of documents to DTC does not constitute delivery to the exchange agent.

The undersigned has completed the appropriate boxes below and signed this letter of transmittal to indicate the action the undersigned desires to take with respect to the exchange offer.

List below the exchange notes to which this letter of transmittal relates. If the space provided below is inadequate, the certificate numbers and principal amount of exchange notes should be listed on a separate, signed schedule affixed hereto.

Ladies and Gentlemen:

The undersigned hereby tenders to Omega the principal amount of initial notes indicated above, upon the terms and subject to the conditions of the exchange offer. Subject to and effective upon the acceptance for exchange of all or any portion of the initial notes tendered herewith in accordance with the terms and conditions of the exchange offer, including, if the exchange offer is extended or amended, the terms and conditions of any such extension or amendment, the undersigned hereby irrevocably sells, assigns and transfers to or upon the order of Omega all right, title and interest in and to such initial notes.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as its agent and attorney-in-fact, with full knowledge that the exchange agent is also acting as agent of Omega in connection with the exchange offer and as trustee under the indenture governing the initial notes and the exchange notes, with respect to the tendered initial notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) subject only to the right of withdrawal described in the prospectus, to (1) deliver certificates representing such initial notes, together with all accompanying evidences of transfer and authenticity, to or upon the order of Omega upon receipt by the exchange agent, as the undersigned's agent, of the exchange notes to be issued in exchange for such initial notes, (2) present certificates for such initial notes for transfer and to transfer the initial notes on the books of Omega and (3) receive for the account of Omega all benefits and otherwise exercise all rights of beneficial ownership of such initial notes, all in accordance with the terms and conditions of the exchange offer.

The undersigned hereby represents and warrants that (1) the undersigned has full power and authority to tender, exchange, sell, assign and transfer the initial notes tendered hereby, (2) Omega will acquire good, marketable and unencumbered title to the tendered initial notes, free and clear of all liens, restrictions, charges and other encumbrances and (3) the initial notes tendered hereby are not subject to any adverse claims or proxies. The undersigned warrants and agrees that the undersigned will, upon request, execute and deliver any additional documents requested by Omega or the exchange agent to complete the exchange, sale, assignment and transfer of the initial notes tendered hereby. The undersigned has read and agrees to all of the terms and conditions of the exchange offer.

The name(s) and address(es) of the registered holder(s) of the initial notes tendered hereby should be printed above, if they are not already set forth above, as they appear on the certificates representing such initial notes. The certificate number(s) and the initial notes that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered initial notes are not exchanged pursuant to the exchange offer for any reason, or if certificates are submitted for more initial notes than are tendered or accepted for exchange, certificates for such non-exchanged or non-tendered initial notes will be returned, or, in the case of initial notes tendered by book-entry transfer, such initial notes will be credited to an account maintained at DTC, without expense to the tendering holder, promptly following the expiration or termination of the exchange offer.

The undersigned understands that tenders of initial notes pursuant to any one of the procedures described in "The Exchange Offer—Procedures for Tendering Initial Notes" in the prospectus and in the instructions attached hereto will, upon Omega's acceptance for exchange of such tendered initial notes, constitute a binding agreement between the undersigned and Omega upon the terms and subject to the conditions of the exchange offer. The exchange notes will bear interest from the most recent date to which interest has been paid on the initial notes, or, if no interest has been paid, from the date of original issuance of the initial notes. If your initial notes are accepted for exchange, then you will receive interest on the exchange notes and not on the initial notes. The undersigned recognizes that, under certain circumstances set forth in the prospectus, Omega may not be required to accept for exchange any of the initial notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the exchange notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of initial notes, that such exchange notes be credited to the account indicated above maintained at DTC. If applicable, substitute certificates representing initial notes not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of initial notes, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions," the undersigned hereby directs that the exchange notes be delivered to the undersigned at the address shown below the undersigned's signature. The undersigned recognizes that Omega has no obligation pursuant to "Special Delivery Instructions" to transfer any initial notes from a registered holder thereof if Omega does not accept for exchange any of the principal amount of such initial notes so tendered.

By tendering initial notes and executing this letter of transmittal, the undersigned hereby represents that: (1) the exchange notes acquired in the exchange offer are being obtained in the ordinary course of business of the person receiving the exchange notes, whether or not that person is the holder; (2) neither the holder nor any other person receiving the exchange notes is participating, intends to participate or has an arrangement or understanding with any person to participate in a "distribution" (within the meaning of the Securities Act) of the exchange notes; and (3) neither the holder nor any other person receiving the exchange notes is an "affiliate" (within the meaning of the Securities Act) of Omega.

The undersigned acknowledges that this exchange offer is being made in reliance on interpretations by the staff of the Securities and Exchange Commission, or the SEC, as set forth in no-action letters issued to third parties, which provide that the exchange notes issued pursuant to the exchange offer in exchange for the initial notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of Omega within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such exchange notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such exchange notes.

However, the SEC has not considered the exchange offer in the context of a no-action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange offer as in other circumstances. If any holder is an affiliate of Omega, is participating, intends to participate or has any arrangement or understanding to participate in a distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder (i) could not rely on the applicable interpretation of the staff of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

If the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for initial notes, it hereby represents that the initial notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act and comply with any other applicable provisions of the Securities Act in connection with any offer to resell, resale or other retransfer of such exchange notes pursuant to the exchange offer. However, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" (within the meaning of the Securities Act). Any such broker-dealer is referred to as a participating broker-dealer.

Omega has agreed that, to the extent that any participating broker-dealer participates in the exchange offer, Omega shall use all commercially reasonable efforts to maintain the effectiveness of the registration statement of which the prospectus forms a part, referred to as the exchange offer registration statement, for a period of 90 days following the consummation of the exchange offer as the same may be extended as provided in the registration rights agreement relating to the initial notes, which is referred to herein as the applicable period. Omega has also agreed that, subject to the provisions of the registration rights agreement, the prospectus, as amended or supplemented, will be made available to participating broker-dealers for use in connection with offers to resell, resales or retransfers of exchange notes received in exchange for initial notes pursuant to the exchange offer during the applicable period. Omega will advise each participating broker-dealer (i) when a prospectus supplement or post-effective amendment has been filed or has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the exchange offer registration statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a prospectus is required by the Securities Act to be delivered in connection with resales of exchange notes by participating broker dealers, the representations and warranties of Omega contained in any underwriting agreement cease to be true and correct, (iv) of the receipt by Omega of any notification of the suspension of qualification or exemption from qualification of the exchange offer registration statement or the exchange notes to be sold by any participating broker-dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition or any information becoming known that makes any statement made in the exchange offer registration statement or the prospectus, or any document incorporated or deemed to be incorporated therein by reference, untrue in any material respect or that requires the making of any changes in or amendments or supplements to the exchange offer registration statement or the prospectus, or any such document, so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (vi) of Omega's determination that a post-effective amendment to the exchange offer registration statement would be appropriate.

Any participating broker-dealer, by tendering initial notes and executing this letter of transmittal or effecting delivery of an agent's message in lieu thereof, agrees that, upon receipt of notice from Omega of the existence of any fact of the kind described in (ii), (iv), (v) and (vi) above, such participating broker-dealer will discontinue disposition of the exchange notes pursuant to the exchange offer registration statement until receipt of the amended or supplemented prospectus or until Omega has given notice that the use of the prospectus may be resumed, as the case may be. If Omega gives such notice to suspend the sale of the exchange notes, it shall extend the 90-day period referred to above during which participating broker-dealers are entitled to use the prospectus in connection with the resale of exchange notes by the number of days during the period from and including the date of the giving of such notice to and including the date when participating broker-dealers shall have received copies of the supplemented or amended prospectus necessary to permit resales of the exchange notes or to and including the date on which Omega has given notice that the sale of exchange notes may be resumed, as the case may be.

As a result, a participating broker-dealer that intends to use the prospectus in connection with offers to resell, resales or retransfers of exchange notes received in exchange for initial notes pursuant to the exchange offer must notify Omega, or cause Omega to be notified, on or prior to the expiration date, that it is a participating broker-dealer. Such notice may be given in the space provided above or may be delivered to the exchange agent at the address set forth in the prospectus under "The Exchange Offer—Exchange Agent."

The undersigned will, upon request, execute and deliver any additional documents deemed by Omega to be necessary or desirable to complete the sale, assignment and transfer of the initial notes tendered hereby.

All authority conferred or agreed to be conferred herein and every obligation of the undersigned under this letter of transmittal shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the prospectus under "The Exchange Offer—Withdrawal Rights," this tender is irrevocable.

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF INITIAL NOTES" ABOVE AND SIGNING THIS LETTER OF TRANSMITTAL, WILL BE DEEMED TO HAVE TENDERED THE INITIAL NOTES AS SET FORTH IN SUCH BOX.

TO BE COMPLETED BY ALL TENDERING HOLDERS
(See Instructions 2 and 6)

PLEASE SIGN HERE

(Please Complete Substitute Form W-9 on Page 14 or a Form W-8; See Instruction 10)

Signature(s) of Holder(s) _____

Date: _____

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on certificate(s) for the initial notes tendered or on a security position listing or by person(s) authorized to become the registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 6.)

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

Area Code and Telephone No.: _____

Taxpayer Identification Number: _____

GUARANTEE OF SIGNATURE(S)

(Only If Required - See Instruction 2)

Authorized Signature: _____

Name: _____

(Please Print)

Title: _____

Name of Firm: _____

Address: _____

Area Code and Telephone No.: _____

Date: _____

SPECIAL ISSUANCE INSTRUCTIONS

(Signature Guarantee Required—See Instructions 2, 7 and 14)

TO BE COMPLETED ONLY if exchange notes or initial notes not tendered or not accepted are to be issued in the name of someone other than the registered holder(s) of the initial notes whose signature(s) appear(s) above, or if initial notes delivered by book-entry transfer and not accepted for exchange are to be returned for credit to an account maintained at DTC other than the account indicated above.

Issue (check appropriate box(es))

Initial notes to:

Exchange notes to:

Name _____

(Please Print)

Address _____

(Zip Code)

Taxpayer Identification No. _____

SPECIAL DELIVERY INSTRUCTIONS

(Signature Guarantee Required—See Instructions 2, 7 and 14)

TO BE COMPLETED ONLY if exchange notes or initial notes not tendered or not accepted are to be sent to someone other than the registered holder(s) of the initial notes whose signature(s) appear(s) above, or to such registered holder at an address other than that shown above.

Deliver (check appropriate box(es))

Initial notes to:

Exchange notes to:

Name _____

(Please Print)

Address _____

(Zip Code)

INSTRUCTIONS

Forming Part Of The Terms And Conditions Of The Exchange Offer

1. Delivery of letter of transmittal and certificates; guaranteed delivery procedures. This letter of transmittal is to be completed by a holder of initial notes to tender such holder's initial notes either if (a) certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer—Procedures for Tendering Initial Notes—Book-Entry Transfers" in the prospectus and an agent's message, as defined on page 2 hereof, is not delivered. Certificates or book-entry confirmation of transfer of initial notes into the exchange agent's account at DTC, as well as this letter of transmittal or a facsimile hereof, properly completed and duly executed, with any required signature guarantees, and any other documents required by this letter of transmittal, must be received by the exchange agent at its address set forth herein on or prior to the expiration date. If the tender of initial notes is effected in accordance with applicable ATOP procedures for book-entry transfer, an agent's message may be transmitted to the exchange agent in lieu of an executed letter of transmittal. Initial notes may be tendered in whole or in part in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

For purposes of the exchange offer, the term "holder" includes any participant in DTC named in a securities position listing as a holder of initial notes. Only a holder of record may tender initial notes in the exchange offer. Any beneficial owner of initial notes who wishes to tender some or all of such initial notes should arrange with DTC, a DTC participant or the record owner of such initial notes to execute and deliver this letter of transmittal or to send an electronic instruction effecting a book-entry transfer on his or her behalf. See Instruction 6.

Holders who wish to tender their initial notes and (i) whose certificates for the initial notes are not immediately available or for whom all required documents are unlikely to reach the exchange agent on or prior to the expiration date or (ii) who cannot complete the procedures for delivery by book-entry transfer on a timely basis, may tender their initial notes by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery" in the prospectus. Pursuant to such procedures: (i) such tender must be made by or through an eligible institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Omega, must be received by the exchange agent on or prior to the expiration date; and (iii) the certificates for the initial notes, or a book-entry confirmation, together with a properly completed and duly executed letter of transmittal or a facsimile hereof, or an agent's message in lieu thereof, with any required signature guarantees and any other documents required by this letter of transmittal, must be received by the exchange agent within three (3) New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery for all such tendered initial notes, all as provided in "The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery" in the prospectus.

The Notice of Guaranteed Delivery may be delivered by hand, facsimile, mail or overnight delivery to the exchange agent, and must include a guarantee by an eligible institution in the form set forth in such Notice of Guaranteed Delivery. For initial notes to be properly tendered pursuant to the guaranteed delivery procedure, the exchange agent must receive a Notice of Guaranteed Delivery on or prior to the expiration date. As used herein, "eligible institution" means a firm or other entity which is identified as an "Eligible Guarantor Institution" in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, including a bank; a broker, dealer, municipal securities broker or dealer or government securities broker or dealer; a credit union; a national securities exchange, registered securities association or clearing agency; or a savings association.

The method of delivery of certificates for the initial notes, this letter of transmittal and all other required documents is at the election and sole risk of the tendering holder. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery. No letters of transmittal or initial notes should be sent to Omega. Delivery is complete when the exchange agent actually receives the items to be delivered. Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the exchange agent.

Omega will not accept any alternative, conditional or contingent tenders. Each tendering holder, by execution of a letter of transmittal or a facsimile hereof or by causing the transmission of an agent's message, waives any right to receive any notice of the acceptance of such tender.

2. Guarantee of Signatures. No signature guarantee on this letter of transmittal is required if:

- a. this letter of transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of the initial notes) of initial notes tendered herewith, unless such holder has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above; or
- b. such initial notes are tendered for the account of a firm that is an eligible institution.

In all other cases, an eligible institution must guarantee the signature(s) on this letter of transmittal. See Instruction 6.

3. Inadequate Space. If the space provided in the box captioned "Description of Initial Notes" is inadequate, the certificate number(s) and/or the principal amount of initial notes and any other required information should be listed on a separate, signed schedule which is attached to this letter of transmittal.

4. Partial Tenders (Not Applicable To Holders Who Tender By Book-Entry Transfer). If less than all the initial notes evidenced by any certificate submitted are to be tendered, fill in the principal amount of initial notes which are to be tendered in the "Principal Amount Tendered" column of the box entitled "Description of Initial Notes" on page 3 of this letter of transmittal. In such case, new certificate(s) for the remainder of the initial notes that were evidenced by your old certificate(s) will be sent only to the holder of the initial notes as promptly as practicable after the expiration date. All initial notes represented by certificates delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated. Tender of initial notes will be accepted only in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

5. Withdrawal Rights. Except as otherwise provided herein, tenders of initial notes may be withdrawn at any time on or prior to the expiration date. In order for a withdrawal to be effective on or prior to that time, a written notice of withdrawal must be timely received by the exchange agent at its address set forth above and in the prospectus on or prior to the expiration date. Any such notice of withdrawal must specify the name of the person who tendered the initial notes to be withdrawn, identify the initial notes to be withdrawn, including the total principal amount of initial notes to be withdrawn, and where certificates for initial notes are transmitted, the name of the registered holder of the initial notes, if different from that of the person withdrawing such initial notes. If certificates for the initial notes have been delivered or otherwise identified to the exchange agent, then the tendering holder must submit the serial numbers of the initial notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an eligible institution, except in the case of initial notes tendered for the account of an eligible institution. If initial notes have been tendered pursuant to the procedures for book-entry transfer set forth in the prospectus under "The Exchange Offer—Procedures for Tendering Initial Notes—Book-Entry Transfers," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn initial notes and the notice of withdrawal must be delivered to the exchange agent. Withdrawals of tenders of initial notes may not be rescinded; however, initial notes properly withdrawn may again be tendered at any time on or prior to the expiration date by following any of the procedures described in the prospectus under "The Exchange Offer—Procedures for Tendering Initial Notes."

All questions regarding the form of withdrawal, validity, eligibility, including time of receipt, and acceptance of withdrawal notices will be determined by Omega, in its sole discretion, which determination of such questions and terms and conditions of the exchange offer will be final and binding on all parties. Neither Omega, any of its affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any irregularities in any notice of withdrawal, nor will they be liable for failing to give any such notice.

Initial notes tendered by book-entry transfer through DTC that are withdrawn or not exchanged for any reason will be credited to an account maintained with DTC. Withdrawn initial notes will be returned to the holder after withdrawal. The initial notes will be returned or credited to the account maintained at DTC as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Any initial notes which have been tendered for exchange but which are withdrawn or not exchanged for any reason will be returned to the holder thereof without cost to such holder.

6. Signatures On Letter Of Transmittal, Assignments And Endorsements. If this letter of transmittal is signed by the registered holder(s) of the initial notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any initial notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal.

If any tendered initial notes are registered in different name(s) on several certificates, it will be necessary to complete, sign and submit as many separate letters of transmittal or facsimiles hereof as there are different registrations of certificates.

If this letter of transmittal, any certificates or bond powers or any other document required by the letter of transmittal are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by Omega, must submit proper evidence satisfactory to Omega, in its sole discretion, of each such person's authority so to act.

When this letter of transmittal is signed by the registered owner(s) of the initial notes listed and transmitted hereby, no endorsement(s) of certificate(s) or separate bond power(s) are required unless exchange notes are to be issued in the name of a person other than the registered holder(s).

Signature(s) on such certificate(s) or bond power(s) must be guaranteed by an eligible institution.

If this letter of transmittal is signed by a person other than the registered owner(s) of the initial notes listed, the certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the certificates, and also must be accompanied by such opinions of counsel, certifications and other information as Omega or the trustee for the initial notes may require in accordance with the restrictions on transfer applicable to the initial notes. Signatures on such certificates or bond powers must be guaranteed by an eligible institution.

7. Special Issuance And Delivery Instructions. If exchange notes are to be issued in the name of a person other than the signer of this letter of transmittal, or if exchange notes are to be sent to someone other than the signer of this letter of transmittal or to an address other than that shown above, the appropriate boxes on this letter of transmittal should be completed. In the case of issuance in a different name, the U.S. taxpayer identification number of the person named must also be indicated. A holder of initial notes tendering initial notes by book-entry transfer may instruct that initial notes not exchanged be credited to such account maintained at DTC as such holder may designate. If no such instructions are given, certificates for initial notes not exchanged will be returned by mail to the address of the signer of this letter of transmittal or, if the initial notes not exchanged were tendered by book-entry transfer, such initial notes will be returned by crediting the account indicated on page 3 above maintained at DTC. See Instruction 6.

8. Irregularities. Omega will determine, in its sole discretion, all questions regarding the form of documents, validity, eligibility, including time of receipt, and acceptance for exchange of any tendered initial notes, which determination and interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. Omega reserves the absolute right, in its sole and absolute discretion, to reject any tenders determined to be in improper form or the acceptance of which, or exchange for which, may, in the view of counsel to Omega, be unlawful. Omega also reserves the absolute right, subject to applicable law, to waive any of the conditions of the exchange offer set forth in the prospectus under "The Exchange Offer—Conditions of the Exchange Offer" or any condition or irregularity in any tender of initial notes by any holder, whether or not we waived similar conditions or irregularities in the case of other holders. Omega's interpretation of the terms and conditions of the exchange offer, including this letter of transmittal and the instructions hereto, will be final and binding on all parties. A tender of initial notes is invalid until all defects and irregularities have been cured or waived. Neither Omega, any of its affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any defects or irregularities in tenders nor will they be liable for failure to give any such notice.

9. Questions, Requests For Assistance And Additional Copies. Questions and requests for assistance may be directed to the exchange agent at its address and telephone number set forth on the front of this letter of transmittal. Additional copies of the prospectus, the letter of transmittal, the Notice of Guaranteed Delivery and Forms W-8 may be obtained from the exchange agent at the address and telephone/facsimile numbers indicated above, or from your broker, dealer, commercial bank, trust company or other nominee.

10. Backup Withholding; Substitute Form W-9; Form W-8. Under the United States federal income tax laws, interest paid to holders of exchange notes received pursuant to the exchange offer may be subject to backup withholding. Generally, such payments will be subject to backup withholding unless the holder (i) is exempt from backup withholding or (ii) furnishes the payer with its correct taxpayer identification number, or TIN, and provides certain certifications. If backup withholding applies, Omega may be required to withhold at the applicable rate on interest payments made to a holder of exchange notes. Backup withholding is not an additional tax. Rather, the amount of backup withholding is treated as an advance payment of a tax liability, and a holder's U.S. federal income tax liability will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by the holder from the Internal Revenue Service, or the IRS.

To avoid backup withholding, a holder should notify the exchange agent of its correct TIN by completing the Substitute Form W-9 below and certifying on Substitute Form W-9 that the TIN provided is correct (or that the holder is awaiting a TIN). In addition, a holder is required to certify on Substitute Form W-9 that (i) the holder is exempt from backup withholding, or (ii) the holder has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the holder that the holder is no longer subject to backup withholding. Consult the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for guidelines on completing the Substitute Form W-9. If the exchange agent is provided with an incorrect TIN or the holder makes false statements resulting in no backup withholding, the holder may be subject to penalties imposed by the IRS.

Certain holders (including, among others, corporations and certain foreign individuals) may be exempt from these backup withholding requirements. See the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for further information regarding exempt holders. Exempt holders should furnish their TIN, check the box in Part 4 of the Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the exchange agent. If the holder is a nonresident alien or foreign entity not subject to backup withholding, such holder should submit an appropriate completed IRS Form W-8, signed under penalties of perjury, attesting to the holder's foreign status, instead of the Substitute Form W-9. The appropriate Form W-8 can be obtained from the exchange agent upon request.

11. Waiver Of Conditions. Omega reserves the absolute right to waive satisfaction of any or all conditions, completely or partially, enumerated in the prospectus.

12. No Conditional Tenders. No alternative, conditional or contingent tenders will be accepted. All tendering holders of initial notes, by execution of this letter of transmittal, shall waive any right to receive notice of the acceptance of initial notes for exchange.

None of Omega, the exchange agent or any other person is obligated to give notice of any defect or irregularity with respect to any tender of initial notes nor shall any of them incur any liability for failure to give any such notice.

13. Mutilated, Lost, Destroyed Or Stolen Certificates. If any certificate(s) representing initial notes have been mutilated, lost, destroyed or stolen, the holder should promptly notify the exchange agent. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This letter of transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been followed.

14. Security Transfer Taxes. Except as provided below, holders who tender their initial notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, (i) exchange notes are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the initial notes tendered, (ii) tendered initial notes are registered in the name of any person other than the person signing this letter of transmittal, or (iii) a transfer tax is imposed for any reason other than the exchange of initial notes in connection with the exchange offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. The exchange agent must receive satisfactory evidence of the payment of such taxes or exemption there from or the amount of such transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 14, it is not necessary for transfer tax stamps to be affixed to the initial notes specified in this letter of transmittal.

15. Incorporation Of Letter Of Transmittal. This letter of transmittal shall be deemed to be incorporated in any tender of initial notes by any DTC participant effected through procedures established by DTC and, by virtue of such tender, such participant shall be deemed to have acknowledged and accepted this letter of transmittal on behalf of itself and the beneficial owners of any initial notes so tendered.

Substitute Form W-9 Payer's Request for Taxpayer Identification Number (TIN)

Part 1 — PLEASE PROVIDE YOUR TIN IN THE APPROPRIATE SPACE TO THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW

Payee's Name and Address: _____

Social security number or

_____/_____/_____
/ /

Employer identification number

--

Part 2 — Certification — Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service, or the IRS, that I am subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

Certificate Instructions — You must cross out item (2) in Part 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding you received a notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).

Signature

Date _____
(include year)

Name (Please Print)

Part 3 -- Awaiting TIN

Part 4 – Exempt from backup withholding

NOTE: FAILURE TO COMPLETE THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF TAX ON ANY PAYMENTS MADE TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECK THE BOX IN
PART 3 OF SUBSTITUTE FORM W-9**

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, all reportable payments made to me thereafter will be subject to backup withholding tax until I provide a number.

Signature

Date _____
(include year)

Name (Please Print)

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Guidelines For Determining the Proper Identification Number to Give the Payer – Social Security Numbers (“SSNs”) have nine digits separated by two hyphens: *i.e.*, 000-00-000. Employer Identification Numbers, or EINs, have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer.

| For this type of account: | Give the NAME and SOCIAL SECURITY NUMBER or EMPLOYER IDENTIFICATION NUMBER of--- | For this type of account: | Give the NAME And EMPLOYER IDENTIFICATION NUMBER of--- |
|---|--|---|---|
| 1. Individual | The individual | 6. A valid trust, estate, or pension trust | Legal entity (4) |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account (1) | 7. Corporation or LLC electing corporate status on Form 8832 | The corporation |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor (2) | 8. Association, club, religious, charitable, educational or other tax-exempt organization | The organization |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee (1) | 9. Partnership or multi-member LLC | The partnership or LLC |
| b. The so-called trust account that is not a legal or valid trust under State law | The actual owner (1) | | |
| 5. Sole proprietorship or single-owner LLC | The owner (3) | 10. A broker or registered nominee | The broker or nominee |

- (1) List first and circle the name of the person whose SSN you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's SSN.
- (3) You must show your individual name and you may also enter your business or “doing business as” name. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the Internal Revenue Service encourages you to use your SSN.
- (4) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

NOTE: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER
ON SUBSTITUTE FORM W-9
Page 2**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct Taxpayer Identification Number, or TIN, to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. The TIN provided must match the name given on the Substitute Form W-9.

How to Get a TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, obtain Form SS-5, Application for a Social Security Card, at the local office of the Social Security Administration or get this form on-line at www.ssa.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS web site at www.irs.gov.

If you do not have a TIN, check the "Applied For" box in Part 3, sign and date the form, and give it to the payer. Also sign and date the "Certificate of Awaiting Taxpayer Identification Number." For interest and dividend payments and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the payer. If the payer does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Checking the "Applied For" box on the form means that you have already applied for a TIN OR that you intend to apply for one soon. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the payer.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Individuals (including sole proprietors) are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete Substitute Form W-9 to avoid possible erroneous backup withholding. If you are exempt, enter your name and correct TIN in Part 1, check the "Exempt" box in Part 4, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8, Certificate of Foreign Status.

The following is a list of payees that may be exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (13) and any person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7). However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: (i) medical and health care payments, (ii) attorneys' fees, and (iii) payments for services paid by a federal executive agency. Only payees described in items (1) through (5) are exempt from backup withholding for barter exchange transactions and patronage dividends.

- (1) An organization exempt from tax under section 501(a), or an individual retirement plan, or IRA, or a custodial account under section 403(b)(7), if the account satisfies the requirements of section 401(f)(2).
- (2) The United States or any of its agencies or instrumentalities.
- (3) A state, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities.
- (4) A foreign government, a political subdivision of a foreign government, or any of their agencies or instrumentalities.
- (5) An international organization or any of its agencies or instrumentalities.
- (6) A corporation.
- (7) A foreign central bank of issue.
- (8) A dealer in securities or commodities registered in the United States, the District of Columbia, or a possession of the United States.
- (9) A futures commission merchant registered with the Commodity Futures Trading Commission.
- (10) A real estate investment trust.
- (11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
- (12) A common trust fund operated by a bank under section 584(a).
- (13) A financial institution.
- (14) A middleman known in the investment community as a nominee or custodian.
- (15) An exempt charitable remainder trust, or a non-exempt trust described in section 4947.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE "EXEMPT" BOX IN PART 4 ON THE FACE OF THE FORM IN THE SPACE PROVIDED, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.**

Certain payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N, and their regulations.

Privacy Act Notice. Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. The penalties described below may also apply.

Penalties

Failure to Furnish TIN. If you fail to furnish your correct TIN to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding. If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the payer discloses or uses TINs in violation of federal law, the payer may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.

Omega Healthcare Investors, Inc.

NOTICE OF GUARANTEED DELIVERY

Offer For All Outstanding

4.950% Senior Notes due 2024

in exchange for

**4.950% Senior Notes due 2024
that have been registered under the
Securities Act of 1933**

Pursuant to the Prospectus dated , 2014

This notice of guaranteed delivery, or one substantially equivalent to this form, must be used to accept the exchange offer, as defined below, if (i) certificates for the 4.950% Senior Notes due 2024 of Omega Healthcare Investors, Inc., or Omega, referred to as the initial notes, are not immediately available or if all required documents are unlikely to reach U.S. Bank National Association, the exchange agent, on or prior to the expiration date of the exchange offer or (ii) a book-entry transfer cannot be completed on a timely basis. This notice of guaranteed delivery may be delivered by hand, facsimile, mail or overnight carrier to the exchange agent. See "The Exchange Offer—Procedures for Tendering Initial Notes" in the prospectus. In addition, to utilize the guaranteed delivery procedure to tender initial notes pursuant to the exchange offer, (a) a properly completed and duly executed notice of guaranteed delivery must be delivered on or prior to the expiration date and (b) a properly completed and duly executed letter of transmittal relating to the initial notes or a facsimile thereof, or an agent's message in lieu thereof, together with the initial notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such initial notes to the exchange agent's account at The Depository Trust Company, or DTC, must be received by the exchange agent within three (3) New York Stock Exchange trading days after the date of execution of this notice of guaranteed delivery. Unless indicated otherwise, capitalized terms used but not defined herein shall have the same meaning given them in the prospectus or the letter of transmittal, as the case may be.

The Exchange Agent for this Exchange Offer is:

U.S. Bank National Association

By Mail, Hand or Courier:

Corporate Trust Services

111 Fillmore Ave E

Mail Station EP-MN-WS2N

St. Paul, MN 55107

Attention: Specialty Finance Group

Reference: Omega Healthcare Investors, Inc.

By Facsimile:

(651) 466-7402

Attention: Specialty Finance Group

Reference: Omega Healthcare Investors, Inc.

For Information or Confirmation by

Telephone:

(800) 934-6802

The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.

Delivery of this notice of guaranteed delivery to an address other than as set forth above or transmission of this notice of guaranteed delivery via facsimile to a number other than as set forth above will not constitute a valid delivery.

This notice of guaranteed delivery is not to be used to guarantee signatures. If a signature on a letter of transmittal is required to be guaranteed by an "eligible institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the letter of transmittal.

Aggregate Principal Amount Tendered* _____

Name of Registered Holder(s) _____

Certificate No(s). (if available) _____

Total Principal Amount Represented by Initial Note Certificate(s) _____

If initial notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number: _____

Date: _____

*Must be in denominations of U.S. \$2,000 and any integral multiple of \$1,000.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

PLEASE SIGN AND COMPLETE

Signature of Registered Holder(s) or Authorized Signatory:

Name(s) of Registered Holder(s):

Date:

Address:

Area Code and Telephone No.:

The notice of guaranteed delivery must be signed by the holder(s) of the initial notes exactly as their name(s) appear on certificates for the initial notes or on a security position listing as the owner of the initial notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, that person must provide the following information, and unless waived by Omega, provide proper evidence satisfactory to Omega of such person's authority to act.

Please print name(s) and address(es)

Name(s):

Capacity:

Address(es):

GUARANTEE OF DELIVERY
(not to be used for signature guarantees)

The undersigned, a firm that is a member of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., a bank, trust company or other nominee having an office or correspondent in the United States or another eligible guarantor institution (as defined in the prospectus), hereby guarantees to deliver to the exchange agent, at one of its addresses set forth above, the letter of transmittal, together with the initial notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such initial notes to the exchange agent's account at DTC, pursuant to the procedures for book-entry transfer set forth in the prospectus, together with any other documents required by the letter of transmittal, within three trading days for the New York Stock Exchange after the date of execution of this notice of guaranteed delivery.

The undersigned acknowledges that (1) it must deliver to the exchange agent the letter of transmittal or a facsimile thereof, or an agent's message in lieu thereof, and the initial notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such initial notes to the exchange agent's account at DTC within the time period set forth above and (2) that failure to do so could result in a financial loss to the undersigned.

Name of Firm: _____

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Authorized Signature: _____

Name: _____

Title: _____

(Please Print)

Dated: _____

Do not send certificates for initial notes with this form. Actual surrender of certificates for initial notes must be made pursuant to, and be accompanied by, an executed letter of transmittal.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery. A properly completed and duly executed copy of this notice of guaranteed delivery must be received by the exchange agent at one of its addresses set forth in this notice of guaranteed delivery before the expiration date. The method of delivery of this notice of guaranteed delivery and any other required documents to the exchange agent is at the election and sole risk of the holder of initial notes, and the delivery will be deemed made only when actually received by the exchange agent. If delivery is by mail, we recommend registered mail with return receipt required, properly insured. As an alternative to delivery by mail, holders may wish to use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedures, see the prospectus and Instruction 1 of the letter of transmittal.

2. Signatures on this Notice of Guaranteed Delivery. If this notice of guaranteed delivery is signed by the registered holder(s) of the initial notes referred to in this notice of guaranteed delivery, the signatures must correspond exactly with the name(s) written on the face of the initial notes without alteration, enlargement, or any change whatsoever.

If this notice of guaranteed delivery is signed by a participant of DTC whose name appears on a security position listing as the owner of the initial notes, the signature must correspond with the name shown on the security position listing as the owner of the initial notes.

If this notice of guaranteed delivery is signed by a person other than the registered holder(s) of any initial notes listed or a participant of DTC whose name appears on a security position listing as the owner of the initial notes, this notice of guaranteed delivery must be accompanied by appropriate bond powers, signed exactly as the name(s) of the registered holder(s) appear(s) on the initial notes or signed as the name of the participant is shown on DTC's security position listing, and also must be accompanied by such opinions of counsel, certifications and other information as the Company or the trustee for the initial notes may require in accordance with the restrictions on transfer applicable to the initial notes.

If this notice of guaranteed delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and submit the notice of guaranteed delivery evidence satisfactory to Omega of the person's authority to so act.

3. Questions, Requests For Assistance And Additional Copies. Questions and requests for assistance may be directed to the exchange agent at its address and telephone number set forth on the front of this notice of guaranteed delivery. Additional copies of the prospectus, the letter of transmittal, the notice of guaranteed delivery and Form W-8 may be obtained from the exchange agent at the address and telephone/facsimile numbers indicated above, or from your broker, dealer, commercial bank, trust company or other nominee.

Omega Healthcare Investors, Inc.**Offer For All Outstanding****4.950% Senior Notes due 2024
in exchange for****4.950% Senior Notes due 2024
that have been registered under the
Securities Act of 1933**

| |
|---|
| The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer. |
|---|

To Securities Dealers, Brokers, Commercial Banks, Trust Companies and Other Nominees:

Omega Healthcare Investors, Inc., a Maryland corporation, or Omega, is offering to exchange an aggregate principal amount of up to \$400,000,000 of its 4.950% Senior Notes due 2024, referred to as the exchange notes, for a like principal amount of its 4.950% Senior Notes due 2024, referred to as the initial notes, upon the terms and subject to the conditions set forth in the prospectus dated _____, 2014, and in the related letter of transmittal and the instructions thereto.

Enclosed herewith are copies of the following documents:

1. The prospectus.
2. The letter of transmittal for your use and for the information of your clients, including a substitute Internal Revenue Service Form W-9 for collection of information relating to backup federal income tax withholding.
3. A notice of guaranteed delivery to be used to accept the exchange offer with respect to initial notes in certificated form or initial notes accepted for clearance through the facilities of The Depository Trust Company, or DTC, if (i) certificates for initial notes are not immediately available or all required documents are unlikely to reach the exchange agent on or prior to the expiration date or (ii) a book-entry transfer cannot be completed on a timely basis.
4. A form of letter which may be sent to your clients for whose account you hold the initial notes in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the exchange offer.
5. Return envelopes addressed to U.S. Bank National Association, the exchange agent for the exchange offer.

Please note that the exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless extended. We urge you to contact your clients as promptly as possible.

Omega has not retained any dealer-manager in connection with the exchange offer and will not pay any fee or commission to any broker, dealer, nominee or other person, other than the exchange agent, for soliciting tenders of the initial notes pursuant to the exchange offer. You will be reimbursed by Omega for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your clients and for handling or tendering for your clients.

Additional copies of the enclosed materials may be obtained by contacting the exchange agent as provided in the enclosed letter of transmittal.

Very truly yours,

OMEGA HEALTHCARE INVESTORS, INC.

Enclosures

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF OMEGA OR THE EXCHANGE AGENT OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER OTHER THAN THOSE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH.

The exchange offer is not being made to, and the tender of initial notes will not be accepted from or on behalf of, holders in any jurisdiction in which the making or acceptance of the exchange offer would not be in compliance with the laws of such jurisdiction.

Omega Healthcare Investors, Inc.

Offer For All Outstanding

4.950% Senior Notes due 2024

in exchange for

4.950% Senior Notes due 2024
that have been registered under the
Securities Act of 1933

The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.

To Our Clients:

Enclosed for your consideration is a prospectus dated _____, 2014 and the related letter of transmittal and instructions thereto in connection with the offer, referred to as the exchange offer, of Omega Healthcare Investors, Inc., a Maryland corporation, or Omega, to exchange an aggregate principal amount of up to \$400,000,000 of its 4.950% Senior Notes due 2024, referred to as the exchange notes, for a like principal amount of its issued and outstanding 4.950% Senior Notes due 2024, referred to as the initial notes, upon the terms and subject to the conditions set forth in the prospectus and the letter of transmittal. Consummation of the exchange offer is subject to certain conditions described in the prospectus.

We are the registered holder of initial notes held by us for your account. A tender of any such initial notes can be made only by us as the registered holder and pursuant to your instructions. The letter of transmittal is furnished to you for your information only and cannot be used by you to tender initial notes held by us for your account.

Accordingly, we request instructions as to whether you wish us to tender any or all such initial notes held by us for your account pursuant to the terms and conditions set forth in the prospectus and the letter of transmittal. **We urge you to read the prospectus and the letter of transmittal carefully before instructing us to tender your initial notes.**

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender initial notes on your behalf in accordance with the provisions of the exchange offer. **The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2014, unless extended.** Initial notes tendered pursuant to the exchange offer may be withdrawn only under the circumstances described in the prospectus and the letter of transmittal.

Your attention is directed to the following:

1. The exchange offer is for the entire aggregate principal amount of outstanding initial notes.
2. Consummation of the exchange offer is conditioned upon the terms and conditions set forth in the prospectus under the captions "The Exchange Offer—Terms of the Exchange Offer" and "The Exchange Offer—Conditions of the Exchange Offer."
3. Tendering holders may withdraw their tender at any time until 5:00 p.m., New York City time, on the expiration date.
4. Any transfer taxes incident to the transfer of initial notes from the tendering holder to Omega will be paid by Omega, except as provided in the prospectus and the instructions to the letter of transmittal.
5. The exchange offer is not being made to, nor will the surrender of initial notes for exchange be accepted from or on behalf of, holders of initial notes in any jurisdiction in which the exchange offer or acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction.
6. The acceptance for exchange of initial notes validly tendered and not withdrawn and the issuance of exchange notes will be made as soon as practicable after the expiration date.
7. Omega expressly reserves the right, in its reasonable discretion and in accordance with applicable law, (i) to delay accepting any initial notes, (ii) to terminate the exchange offer and not accept any initial notes for exchange if it determines that any of the conditions to the exchange offer, as set forth in the prospectus, have not occurred or been satisfied, (iii) to extend the expiration date of the exchange offer and retain all initial notes tendered in the exchange offer other than those notes properly withdrawn, or (iv) to waive any condition or to amend the terms of the exchange offer in any manner. In the event of any extension, delay, non-acceptance, termination, waiver or amendment, Omega will as promptly as practicable give oral or written notice of the action to the exchange agent and make a public announcement of such action. In the case of an extension, such announcement will be made no later than 5:00 p.m., New York City time, on the next business day after the previously scheduled expiration date.
8. Consummation of the exchange offer may have adverse consequences to non-tendering initial note holders, including that the reduced amount of outstanding initial notes as a result of the exchange offer may adversely affect the trading market, liquidity and market price of the initial notes.
9. If you wish to have us tender any or all of the initial notes held by us for your account, please so instruct us by completing, executing and returning to us the instruction form that follows.

OMEGA HEALTHCARE INVESTORS, INC.

**INSTRUCTIONS REGARDING THE EXCHANGE OFFER
WITH RESPECT TO THE
4.950% SENIOR NOTES DUE 2024
(INITIAL NOTES)**

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF YOUR LETTER AND THE ENCLOSED DOCUMENTS REFERRED TO THEREIN RELATING TO THE EXCHANGE OFFER OF OMEGA HEALTHCARE INVESTORS, INC. WITH RESPECT TO THE INITIAL NOTES.

THIS WILL INSTRUCT YOU WHETHER TO TENDER THE PRINCIPAL AMOUNT OF INITIAL NOTES INDICATED BELOW HELD BY YOU FOR THE ACCOUNT OF THE UNDERSIGNED PURSUANT TO THE TERMS OF AND CONDITIONS SET FORTH IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

- Please tender the initial notes held by you for my account, as indicated below.
 Please do not tender any initial notes held by you for my account.

| Type | Aggregate Principal Amount Held for Account of Holder(s) | Principal Amount to be Tendered* |
|-------------------------------------|---|---|
| 4.950% Senior Notes due 2024 | | |

* UNLESS OTHERWISE INDICATED, SIGNATURE(S) HEREON BY BENEFICIAL OWNER(S) SHALL CONSTITUTE AN INSTRUCTION TO THE NOMINEE TO TENDER ALL INITIAL NOTES OF SUCH BENEFICIAL OWNER(S).

SIGN HERE

Signature(s)

Please print name(s)

Address

Area Code and Telephone Number

Tax Identification or Social Security Number

My Account Number with You

Date