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

FORM 8-K

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

Date of report (Date of earliest event reported): March 31, 2015

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

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

200 International Circle
Suite 3500
Hunt Valley, Maryland 21030
(Address of principal executive offices / Zip Code)

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

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

UPREIT Structure; Second Amended and Restated Agreement of Limited Partnership

On April 1, 2015, Aviv REIT Inc., a Maryland corporation (" **Aviv**"), merged (the "**Merger**") with and into a wholly owned subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "**Company**" or "**Omega**"), pursuant to the terms of that certain Agreement and Plan of Merger, dated as of October 30, 2014 (the "**Merger Agreement**"), by and among the Company, Aviv, OHI Healthcare Properties Holdco, Inc., a Delaware Corporation and a direct wholly-owned subsidiary of Omega ("**Merger Sub**"), OHI Healthcare Properties Limited Partnership, a Delaware limited partnership (" **Omega OP**"), and Aviv Healthcare Properties Limited Partnership, a Delaware limited partnership (the "**Aviv OP**").

Shortly prior to April 1, 2015 and in accordance with the Merger Agreement, Omega restructured the manner in which it holds its assets by converting to an umbrella partnership real estate investment trust ("**UPREIT**") structure (the "**UPREIT Conversion**"), which was accomplished through a series of subsidiary mergers and by causing substantially all of the other assets of the Company (other than Omega's direct and indirect equity interests in Merger Sub and the Omega OP) to be contributed to Omega OP.

Prior to the Merger, on April 1, 2015 and in accordance with the Merger Agreement, substantially all of the assets of Aviv OP were contributed to and acquired by Omega OP, whereby all such assets are now owned or held directly or indirectly through Omega OP, an entity taxable as a partnership for U.S. federal income tax purposes (the "**Partnership Combination**").

In order to more fully reflect the UPREIT Conversion and to effect the Partnership Combination, Omega, Merger Sub and Aviv OP entered into that certain Second Amended and Restated Agreement of Limited Partnership of OHI Healthcare Properties Limited Partnership, dated as of April 1, 2015 (the "**Partnership Agreement**"). Pursuant to the Partnership Agreement, the Company and Merger Sub are the general partners of Omega OP. As a result of the Merger, Merger Sub also is the successor general partner of Aviv OP under the terms of its partnership agreement. Currently, the Company is the owner of approximately 138.9 million limited partnership interests in Omega OP ("**Omega OP Units**") and Aviv OP is the owner of approximately 52.9 million Omega OP Units. Each of the Omega OP Units is redeemable at the election of the Omega OP Unit holder for cash equal to the then fair market value of one share of Omega common stock, par value $0.10 per share ("**Omega Common Stock**"), subject to the Company's election to exchange the Omega OP Units tendered for redemption for unregistered shares of Omega Common Stock on a one-for-one basis, and further subject to adjustment as set forth in the Partnership Agreement. The Company (through Merger Sub, in its capacity as the general partner of Aviv OP) plans to cause Aviv OP to make a distribution of all the Omega OP Units held by Aviv OP (or equivalent value) to all the holders of partnership interests of Aviv OP (the "**Aviv OP Distribution**"). On a pro forma basis as if the Aviv OP Distribution had been completed and the Omega OP Units held by the Aviv OP distributed to the holders of Aviv OP partnership interests, Omega would directly and indirectly own approximately 182.6 million or approximately 95% of the outstanding Omega OP Units and the other holders of Aviv OP partnership units would own approximately 9.2 million or approximately 5% of the outstanding Omega OP Units as of April 1, 2015. Until the completion of the Aviv OP Distribution, distributions by Omega OP in respect of the outstanding Omega OP Units will be passed through to the limited partners of Aviv OP in respect of their limited partner interests in Aviv OP adjusted for the Exchange Ratio (as defined below).

The Partnership Agreement also provides for limited partnership units structured as profits interests (" **LTIP Units**"), which are to be used for incentive compensation awards. See Item 5.02 below. When earned and vested, LTIP Units are intended to be convertible into Omega OP Units, at the election of the holder, on a one-to-one basis, subject to conditions on minimum allocation to the capital accounts of the holders of LTIP Units for federal income tax purposes.

The description of the Partnership Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to the Partnership Agreement, a copy of which is filed herewith as Exhibit 10.11, and is incorporated in this Item 1.01 by reference.

Amendment to Omega Credit Facilities

On April 1, 2015, Omega entered into a First Amendment to Credit Agreement (the " **First Amendment to Omega Credit Agreement**") among Omega, as borrower, certain of Omega's subsidiaries identified in the Omega Credit Agreement (as defined below), as guarantors, a syndicate of financial institutions, as lenders (together with other lenders from time to time becoming signatory to the Omega Credit Agreement, as lenders, the "**Omega Lenders**"), and Bank of America, N.A., as administrative agent, which amended and restated its existing Credit Agreement, dated as of June 27, 2014 (as amended and restated pursuant to the First Amendment to Omega Credit Agreement, the "**Omega Credit Agreement**"). Among other things, the First Amendment to Omega Credit Agreement (i) increases the aggregate revolving commitment amount under the Revolving Credit Facility (as defined below) from $1 billion to $1.25 billion and (ii) provides for the Acquisition Term Loan Facility (as defined below).

As a result of the First Amendment to Omega Credit Agreement, the Omega Credit Agreement now provides for a $1.25 billion senior unsecured revolving credit facility (the "**Revolving Credit Facility**"), a $200 million senior unsecured term loan facility (the " **Closing Date Term Loan Facility**") and a $200 million senior unsecured incremental term loan facility (the "**Acquisition Term Loan Facility**" and, together with the Revolving Credit Facility and the Closing Date Term Loan Facility, collectively, the "**Omega Credit Facilities**"). The Revolving Credit Facility matures on June 27, 2018, subject to a one-time option for Omega to extend such maturity date for one year. Exercise of such extension option is subject to compliance with a notice requirement and other customary conditions. The Closing Date Term Loan Facility matures on June 27, 2019. The Acquisition Term Loan Facility matures on June 27, 2017, subject to Omega's option to extend the maturity date of the Acquisition Term Loan Facility twice, the first extension until June 27, 2018 and the second extension until June 27, 2019 (such option, the "**Omega Acquisition Facility Extension Option**"). The Closing Date Term Loan Facility and the Acquisition Term Loan Facility may be referred to collectively herein as the "**Omega Term Loan Facilities**".

Omega's obligations in connection with the Omega Credit Facilities are jointly and severally guaranteed by Omega's subsidiaries as of March 31, 2015 (other than those designated

as “unrestricted subsidiaries”) for the benefit of the administrative agent and the Omega Lenders. Additional subsidiaries created or acquired by Omega after that date (unless designated as unrestricted subsidiaries) will also be required to guarantee Omega’s obligations in connection with the Omega Credit Facilities, if such future subsidiaries own unencumbered real property or guarantee other unsecured funded debt (including but not limited to Omega’s unsecured senior notes).

From time to time, certain of the Omega Lenders, their affiliates and/or their predecessors have provided commercial banking, investment banking and other financial advisory services to Omega or served as underwriters or sales agents for offerings of Omega’s equity or debt, for which they have received customary fees. Among other services, affiliates of certain of the Omega Lenders have served as sales agents under Omega’s at-the-market Equity Shelf Program. The Omega Lenders and their affiliates may, from time to time in the future, engage in transactions with and perform services for Omega in the ordinary course of business.

The material terms of the Omega Credit Agreement are as follows:

Advance and Repayment of the Omega Term Loan Facilities. The entire amount of the Closing Date Term Loan Facility was advanced on June 27, 2014. The Closing Date Term Loan Facility does not amortize and is due and payable in full on June 27, 2019. The entire amount of the Acquisition Term Loan Facility was advanced on April 1, 2015. The Acquisition Term Loan Facility does not amortize and is due and payable in full on June 27, 2017, subject to the Omega Acquisition Facility Extension Option.

Use of Proceeds of Omega Credit Facilities. Among other things, proceeds from borrowings under the Omega Credit Facilities may be used to finance acquisitions and to fund working capital, capital expenditures and other general corporate purposes, including, without limitation, the enhancement and financing of healthcare related property.

Interest Rates and Fees. The interest rates per annum applicable to the Omega Credit Facilities are the LIBOR Rate (the “ **Eurodollar Rate**” or “**Eurodollar**”), plus the applicable margin (as described below) or, at our option, the base rate, which will be the highest of (i) the rate of interest publicly announced by the administrative agent as its prime rate in effect, (ii) the federal funds effective rate from time to time plus 0.50% and (iii) the Eurodollar Rate determined on such day for a Eurodollar Loan with an interest period of one month plus 1.0%, plus, in each case, the applicable margin (as described below); if the base rate is less than zero, such rate shall be deemed zero. The applicable margins with respect to the Omega Credit Facilities are determined in accordance with a performance grid based on our investment grade ratings from Standard & Poor’s, Moody’s and/or Fitch Ratings with respect to Omega’s non-credit-enhanced senior unsecured long-term debt.

The applicable margin for the Revolving Credit Facility may range from 1.70% to 0.925% in the case of Eurodollar advances (2.00% to 1.05%, including facility fees), and from 0.70% to 0% in the case of base rate advances (1.00% to 0.125%, including facility fees). Letter of credit fees may range from 1.70% to 0.925% per annum, based on the same performance grid. The applicable margin for the Omega Term Loan Facilities may range from 1.95% to 1.00% in

the case of Eurodollar advances, and from 0.95% to 0.00% in the case of base rate advances. The default rate on the Omega Credit Facilities is 2.0% above the interest rate otherwise applicable to base rate loans.

Prepayments; Reduction or Termination of Commitments. Omega may elect to prepay the Omega Credit Facilities at any time in whole or in part, or reduce or terminate the revolving and term loan commitments under the Omega Credit Facilities, in each case without fees or penalty. Principal amounts prepaid or repaid under the Omega Term Loan Facilities may not be reborrowed.

Covenants. The Omega Credit Agreement contains customary affirmative and negative covenants, including, without limitation, limitations on indebtedness; limitations on investments; limitations on liens; limitations on mergers and consolidations; limitations on sales of assets; limitations on transactions with affiliates; limitations on negative pledges; limitations on prepayment of debt; limitations on use of proceeds; limitations on changes in lines of business; limitations on repurchases of Omega capital stock if a default or event of default exists; and maintenance of real estate investment trust ("**REIT**") status. In addition, the Omega Credit Agreement contains financial covenants, including, without limitation, those relating to maximum total leverage, maximum secured leverage, maximum unsecured leverage, minimum fixed charge coverage, minimum consolidated tangible net worth, minimum unsecured debt yield, minimum unsecured interest coverage and maximum distributions.

Events of Default. The Omega Credit Agreement includes customary events of default including, without limitation, nonpayment of principal, interest, fees or other amounts when due, material breach of representations and warranties, covenant defaults, cross-defaults, a change of control, bankruptcy events, material unsatisfied or unstayed judgments and loss of REIT status.

Right to Increase Maximum Borrowings. Pursuant to the terms of the Omega Credit Agreement, the Omega Lenders have agreed that Omega may increase the commitments under the Omega Credit Facilities by up to an additional $250 million, for maximum aggregate commitments of up to $1.9 billion.

As of April 1, 2015, Omega had approximately $320 million in borrowings outstanding under the Revolving Credit Facility, $200 million in borrowings outstanding under the Closing Date Term Loan Facility and $200 million in borrowings outstanding under the Acquisition Term Loan Facility.

The First Amendment to Omega Credit Agreement is attached to this Current Report on Form 8-K as Exhibit 10.12 and is incorporated herein by reference. The description of the First Amendment to Omega Credit Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference thereto.

Omega OP Term Loan Facility

On April 1, 2015, Omega OP entered into a $100 million senior unsecured term loan facility (the " **Omega OP Term Loan Facility** "). The Omega OP Term Loan Facility matures on June 27, 2017, subject to Omega OP's option to extend such maturity date twice, the first extension until June 27, 2018 and the second extension until June 27, 2019 (such option, the "**Omega OP Extension Option**"), corresponding to the maturity date for the Acquisition Term Loan Facility and the Omega Acquisition Facility Extension Option, respectively.

The Omega OP Term Loan Facility is being provided pursuant to a Credit Agreement, dated as of April 1, 2015 (the " **Omega OP Credit Agreement** "), among Omega OP, as borrower, certain of Omega OP's subsidiaries identified in the Omega OP Credit Agreement, as guarantors, a syndicate of financial institutions, as lenders (together with other lenders from time to time becoming signatory to the Omega OP Credit Agreement, as lenders, the "**Omega OP Lenders**"), and Bank of America, N.A., as administrative agent. Omega OP's obligations in connection with the Omega OP Term Loan Facility are jointly and severally guaranteed by Omega OP's subsidiaries as of March 31, 2015 (other than those designated as "unrestricted subsidiaries") for the benefit of the administrative agent and the Omega OP Lenders. Additional subsidiaries created or acquired by Omega OP after that date (unless designated as unrestricted subsidiaries) will also be required to guarantee Omega OP's obligations in connection with the Omega OP Term Loan Facility, if such future subsidiaries own unencumbered real property or guarantee other unsecured funded debt.

The material terms of the Omega OP Credit Agreement are as follows:

Term Loan Advance and Repayment. The entire amount of the Omega OP Term Loan Facility was advanced on April 1, 2015. The Omega OP Term Loan Facility does not amortize and is due and payable in full on June 27, 2017, subject to the Omega OP Extension Option.

Use of Proceeds of Omega OP Term Loan Facility. Among other things, proceeds from borrowing under the Omega OP Term Loan Facility may be used to finance acquisitions and to fund working capital, capital expenditures and other general corporate purposes, including, without limitations, the enhancement and financing of healthcare related property.

Interest Rates and Fees. The interest rates per annum applicable to the Omega OP Term Loan Facility are the Eurodollar Rate plus the applicable margin (as described below) or, at our option, the base rate, which will be the highest of (i) the rate of interest publicly announced by the administrative agent as its prime rate in effect, (ii) the federal funds effective rate from time to time plus 0.50% and (iii) the Eurodollar Rate determined on such day for a Eurodollar Loan with an interest period of one month plus 1.0%, plus, in each case, the applicable margin (as described below); if the base rate is less than zero, such rate shall be deemed zero.

The applicable margins with respect to the Omega OP Term Loan Facility are determined in accordance with a performance grid based on the investment grade ratings from Standard & Poor's, Moody's and/or Fitch Ratings with respect to any non-credit-enhanced senior unsecured long-term debt of Omega or Omega OP, as the case may be. The applicable margin for the

Omega OP Term Loan Facility may range from 1.95% to 1.00% in the case of Eurodollar advances, and from 0.95% to 0.00% in the case of base rate advances. The default rate on the Omega OP Term Loan Facility is 2.0% above the interest rate otherwise applicable to base rate loans.

Prepayments; Reduction or Termination of Commitments. The Omega OP Term Loan Facility may be prepaid at any time in whole or in part without fees or penalty. Principal amounts prepaid or repaid under the Omega OP Term Loan Facility may not be reborrowed.

Covenants. The Omega OP Credit Agreement contains customary affirmative and negative covenants, including, without limitation, limitations on indebtedness; limitations on investments; limitations on liens; limitations on mergers and consolidations; limitations on sales of assets; limitations on transactions with affiliates; limitations on negative pledges; limitations on prepayment of debt; limitations on use of proceeds; limitations on changes in lines of business; limitations on repurchases of Omega OP capital stock if a default or event of default exists; maintenance of Omega's REIT status; and limitations on business activities and ownership of assets of Omega. In addition, the Omega OP Credit Agreement contains financial covenants, including, without limitation, those relating to maximum total leverage, maximum secured leverage, maximum unsecured leverage, minimum fixed charge coverage, minimum consolidated tangible net worth, minimum unsecured debt yield, minimum unsecured interest coverage and maximum distributions.

Events of Default. The Omega OP Credit Agreement includes customary events of default including, without limitation, nonpayment of principal, interest, fees or other amounts when due, material breach of representations and warranties, covenant defaults, cross-defaults, a change of control, bankruptcy events, material unsatisfied or unstayed judgments and loss of Omega's REIT status.

The Omega OP Credit Agreement is attached to this Current Report on Form 8-K as Exhibit 10.13 and is incorporated herein by reference. The description of the Omega OP Credit Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference thereto.

Item 2.01. Completion of Acquisition or Disposition of Assets

See Item 1.01 above, which is incorporated herein by reference, for an additional discussion of the Merger.

At the effective time of the Merger (the "**Effective Time**"), each share of Aviv common stock, par value $0.01 per share (" **Aviv Common Stock**"), issued and outstanding immediately prior thereto (other than shares held by Aviv or its wholly-owned subsidiaries, which shares will be canceled) was converted into the right to receive nine-tenths (0.90) of a share of Omega Common Stock (such ratio, the "**Exchange Ratio**," and all such shares of Omega Common Stock, the "**Merger Consideration**").

All outstanding performance-based restricted stock units relating to Aviv Common Stock were vested and earned as of the Effective Time to the extent the applicable performance goals were achieved. All outstanding time-based restricted stock units relating to Aviv Common Stock held by a participant who ceased to be employed by Aviv as of April 1, 2015, were vested and earned as of the Effective Time. Such vested restricted stock units are payable in shares of Omega Common Stock, based on the Exchange Ratio.

Omega issued approximately 43.9 million shares of Omega Common Stock in the Merger to former Aviv stockholders and holders of certain vested equity incentive awards of Aviv.

The description of the Merger Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to the Merger Agreement, a copy of which was attached as Exhibit 2.1 to the Current Report on Form 8-K filed by Omega on November 5, 2014, which is incorporated in this Item 2.01 by reference.

A copy of the press release issued by Omega and Aviv on April 1, 2015 announcing the completion of the Merger is filed herewith as Exhibit 99.1 and is incorporated in this Item 2.01 by reference.

Item 2.03 Creation of a Direct Financial Obligation

See Item 1.01 above, which is incorporated herein by reference, for a discussion of the creation of a direct financial obligation under the Omega Credit Facilities and the Omega OP Term Loan Facility.

On April 1, 2015 Omega borrowed approximately $320 million under the Revolving Credit Facility and $200 million under the Acquisition Term Loan Facility to repay or otherwise satisfy and discharge outstanding unsecured debt of Aviv OP and to pay merger-related expenses. Omega's outstanding borrowings as of April 1, 2015 under the Omega Credit Facilities was approximately $720 million. On April 1, 2015 Omega OP borrowed $100 million under the Omega OP Term Loan Facility.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

(d) As of the Effective Time, the size of the Board of Directors of the Company was increased to 11 directors and the Board of Directors appointed Norman R. Bobins to the class of Directors whose terms expire at the 2015 annual meeting, Ben W. Perks to the class of Directors whose terms expire at the 2016 annual meeting and Craig M. Bernfield to the class of Directors whose terms expire at the 2017 annual meeting. Messrs. Bernfield, Bobins and Perks were designated by Aviv in accordance with the Merger Agreement. Messrs. Bernfield, Bobins and Perks will participate in the Company's standard non-employee director compensation plan as described in the proxy statement for the Company's 2014 annual meeting of stockholders filed with the Securities and Exchange Commission on April 29, 2014. Other than the Merger and the terms of the Merger Agreement, there are no arrangements or understandings between any of Messrs. Bernfield, Bobins and Perks and any other person pursuant to which any of these

individuals were selected as directors and there are no material transactions between any of these individuals and the Company.

(e) **Employment Agreements**

On March 30, 2015, effective March 31, 2015 (April 1, 2015 for Steven Insoft) and contingent on the closing of the Merger (the **"Closing"**), the Compensation Committee of the Board of Directors of Omega (the **"Compensation Committee"**) approved the terms of new employment agreements (collectively, the **"Employment Agreements"**) with each of Taylor Pickett, Daniel Booth, Steven Insoft, Robert Stephenson, Lee Crabill and Michael Ritz (collectively, the **"Executive Officers"**). Steven Insoft, previously Aviv's President and Chief Operating Officer, was appointed as Omega's Chief Corporate Development Officer at the Effective Time and, as such, became an Executive Officer of Omega on April 1, 2015. On March 30, 2015, the Compensation Committee also approved grants to the Executive Officers of long-term incentive compensation awards described below, effective March 31, 2015 (April 1, 2015 for Steven Insoft), subject to forfeiture if the Closing did not occur. The Compensation Committee engaged FPL Associates (**"FPL"**), an independent compensation consultant, to advise the committee in structuring and benchmarking the compensation arrangements for the Executive Officers against information derived from a peer group complied by FPL and approved by the Compensation Committee.

The Employment Agreements, except the Employment Agreement for Steven Insoft, were effective March 31, 2015, with certain provisions effective as of January 1, 2015. The Employment Agreement for Steven Insoft was effective April 1, 2015. The significant features of the Employment Agreements are summarized below.

- Term. The term of each Employment Agreement commences March 31, 2015 (except Steven Insoft, whose Employment Agreement term begins April 1, 2015) and expires December 31, 2017.

- Annual Base Salary. Each Employment Agreement specifies the current annual base salary for the Executive Officer, effective January 1, 2015 (except Steven Insoft, whose annual base salary is effective April 1, 2015), which is as follows:

Name	Annual Base Salary
Pickett	$ 750,000
Booth	$ 470,000
Insoft	$ 460,000
Stephenson	$ 450,000
Crabill	$ 350,000
Ritz	$ 300,000

The annual base salary for each of the Executive Officers will be subject to review as of January 1, 2016, and at least annually thereafter.

- Annual Bonus. Each Executive Officer will be eligible to receive a cash bonus in an amount equal to a specified percentage of his annual base salary as indicated below based on the level of performance achieved.

	Threshold	Target	High
Pickett	100%	125%	150%
Booth	50%	75%	100%
Insoft	50%	75%	100%
Stephenson	50%	75%	100%
Crabill	40%	60%	80%
Ritz	40%	60%	80%

Steven Insoft's 2015 bonus will not be prorated and will be based on his full annual rate of base salary for 2015.

The 2015 annual cash bonus performance metrics and the relative weightings remain the same as for 2014. All required levels for threshold, target and high performance that are based on objective criteria of the type contained in Omega's budget will be based on Omega's 2015 budget as approved by the Board of Directors.

Each of the Executive Officers will be eligible for a prorated bonus if the Executive Officer's employment is terminated during the year due to death. Otherwise, each of the Executive Officers will be eligible for a bonus only if the Executive Officer is employed by Omega on the date the bonus is paid, except that if the term of employment is not extended beyond December 31, 2017, the Executive Officer will be eligible for a bonus for 2017 if he is employed by Omega on December 31, 2017.

- Severance. If the Executive Officer's employment is terminated by Omega without cause (as defined in the Employment Agreement) or the Executive Officer terminates his employment for good reason (as defined in the Employment Agreement), Omega will pay the Executive Officer severance equal to a multiple of the sum of annual base salary plus average annual bonus payable for the three completed fiscal years prior to his termination. The multiple and the number of years over which such severance pay will be paid are next to each Executive Officer's name below:

Pickett	3
Booth	2
Insoft	1.75
Stephenson	1.5
Crabill	1.5
Ritz	1

Payment of severance is contingent upon the Executive Officer providing a comprehensive release to Omega. Severance will not be paid if the term of the Employment Agreement expires, if an Executive Officer terminates employment upon or following expiration of the

term of the Employment Agreement, if the Executive Officer resigns without good reason or if his employment is terminated by Omega for cause.

If any payments would be subject to the excise tax associated with parachute payments in connection with a change in control, the severance payments (and any other payments or benefits under any other agreements) will be reduced to the maximum amount that can be paid without incurring an excise tax, but only if that would result in the Executive Officer retaining a larger after-tax amount.

- Non-compete/Non-solicitation. During the period of employment and for the potential severance period thereafter, each Executive Officer will be obligated not to provide managerial services or management consulting services to a competing business (as defined in the Employment Agreement) within the states in which Omega or any of its affiliates does business. In addition, each Executive Officer will be prohibited during the term of the Employment Agreement and for the potential severance period thereafter from soliciting for the benefit of other employers (i) clients or customers with whom he had material contact during his employment with the Company or (ii) management level or key employees of Omega. If the Executive Officer remains employed by Omega through December 31, 2017, and as a result no severance is paid, then the non-compete and non-solicitation provisions will expire at December 31, 2017.

The description of the Employment Agreements contained in this Current Report on Form 8-K is qualified in its entirety by reference to the Employment Agreements, copies of which are filed herewith as Exhibits 10.1 to 10.6, and is incorporated in this Item 5.02 by reference.

Long-Term Incentive Compensation

Overview

On March 30, 2015, the Compensation Committee approved the forms of agreements that will evidence the grant to the Executive Officers of long-term incentive compensation awards, effective March 31, 2015 (April 1, 2015 with respect to Steven Insoft) and subject to forfeiture if the Merger did not occur. The material terms (other than amounts) of the 2015 long-term incentive awards are similar to the long-term incentive awards previously granted effective January 1, 2014. However, the 2015 long-term incentive compensation awards approved by the Compensation Committee include, as part of the awards, LTIP Units of the Omega OP, which are earned based on Omega's total shareholder return ("**TSR**") performance. LTIP Units that become earned and vested are convertible on one-for-one basis into OP Units, which in turn can generally be redeemed for cash or Omega Common Stock as described in Item 1.01 above.

The significant features of the long-term incentive compensation grants are summarized below. The descriptions of the timing of payment below assume that the Executive Officer has not elected to defer receipt of the Omega Common Stock or dividend equivalents under Omega's Deferred Stock Plan.

Description of Grants

Each Executive Officer's grant, effective March 31, 2015 (or April 1, 2015 for Steven Insoft), included time-based restricted stock units (" **RSUs**"), performance-based restricted stock units with respect to Omega's common stock (**"PRSUs"**) and performance-based LTIP Units. The RSUs and PRSUs provide an opportunity to earn a number of shares of common stock of Omega over a three year period commencing January 1, 2015. The LTIP Units provide an opportunity to earn a number of LTIP Units in Omega's OP over the same three year period. The aggregate opportunity provides each Executive Officer with the ability to earn a number of shares of Omega Common Stock and a number of LTIP Units that together would produce the projected estimated accrued economic value (including dividends and distributions) as of December 31, 2017 shown in the table below. The threshold, target and high levels of long-term incentive compensation are based in part on absolute TSR performance and relative TSR performance for the performance period as compared to the MSCI U.S. REIT Index. The methodology for determining these amounts was as follows. FPL estimated median total annual compensation, using grant date fair value data, for the top five executive officers at the companies in Omega's peer group used for benchmarking. Target median total annual compensation for the top five Executive Officers of Omega on an aggregate basis was designed to be generally in line with the median for the peer group. The aggregate compensation at the threshold, target and high performance levels, based on grant date fair values, was then converted into projected estimated accrued economic value using a conversion factor intended to replicate Omega's estimated ratio of grant date fair value of 2014 compensation for the top five Executive Officers at each performance level to the projected estimated economic value of 2014 compensation for the top five Executive Officers at each performance level. The aggregate amount was then allocated by the Compensation Committee in a manner that generally preserved internal pay equity while making adjustments that the Compensation Committee determined to be appropriate and taking into account that Steven Insoft would be one of the top five Executive Officers for 2015 subsequent to the completion of the Merger.

Table 1
Projected Aggregate Accrued Taxable
Long-term Incentive Compensation Opportunity
Annual Grant for 2015 Performance Period*

	Threshold	Target	High
Pickett	$ 2,029,342	$ 4,189,297	$ 7,701,840
Booth	$ 1,191,394	$ 2,298,272	$ 4,134,338
Insoft	$ 1,114,602	$ 2,162,884	$ 3,903,904
Stephenson	$ 1,037,770	$ 2,027,628	$ 3,673,701
Crabill	$ 597,225	$ 1,224,772	$ 2,273,384
Ritz	$ 224,070	$ 434,100	$ 973,560

* Represents projected estimated accrued economic value realizable by the Executive Officer as of December 31, 2017. The amounts of the 2015 long-term incentive compensation grants are based on projected estimated accrued economic value potentially realizable by each Executive Officer, rather than the estimated compensation expense to be recognized by Omega under generally accepted accounting principles ("**GAAP**"). Omega expects that the compensation expense associated with the annual grants under GAAP will be substantially less than the projected estimated accrued economic value realizable by

the Executive Officers. Projected estimated accrued economic value reflects the amount at various levels of performance and includes projected dividends and distributions.

- Time-based Restricted Stock Unit Awards. Each Executive Officer's 2015 annual long-term incentive compensation award consists in part of a time-based RSU award. The number of shares of Omega Common Stock subject to the RSU award is projected to produce as of December 31, 2017, one-half of the projected estimated accrued economic value at target in Table 1.

The number of shares subject to the time-based RSUs granted as of March 31, 2015 (April 1, 2015 as to Steven Insoft) are shown in the chart below:

Name	Number of Time-Based RSUs
Pickett	48,256
Booth	26,473
Insoft	24,914
Stephenson	23,356
Crabill	14,108
Ritz	5,000

Each RSU award is subject to three-year cliff vesting on December 31, 2017 and is subject to the Executive Officer's continued employment on the vesting date, except in the case of death, disability, termination by Omega without cause (as defined in the RSU award), or resignation for good reason (as defined in the RSU award) (each, a "**Qualifying Termination**"). If the Qualifying Termination is not in connection with a " **Change in Control**" (as defined in the RSU award agreement), the Executive Officer will vest in the percentage of the RSUs set forth below.

Year of Qualifying Termination	Percentage Vested
2015	33 1/3%
2016	66 2/3%
2017	100%

If the Qualifying Termination is in connection with a Change in Control, vesting will be accelerated and the award will vest at 100%. Dividend equivalents accrue on the RSU awards and will be paid currently on unvested and vested units. The number of vested RSUs will be paid in Omega Common Stock upon vesting.

- Performance Restricted Stock Unit Awards. Additionally, each Executive Officer's 2015 annual long-term incentive compensation consists in part of an award of PRSUs. The number of shares of Omega Common Stock subject to PRSUs at each performance level (threshold, target and high) is projected to produce as of December 31, 2017, the projected estimated accrued economic value shown in Table 1 above, less the projected estimated accrued economic value attributable to the RSUs and LTIP Units. Therefore,

the total number of shares issued under the PRSUs, if target performance is achieved, will be equal to one-half the number of shares subject to the time-based RSUs. Similarly, the total number of shares issued under the PRSUs if threshold performance is achieved will be less, and if high performance is achieved will be more, than one-half the number of shares subject to the RSUs.

The level of PRSUs that will be earned will be based on the level of TSR performance relative to the MSCI U.S. REIT Index (" **Relative TSR**") achieved over the three year performance period ending December 31, 2017, as set forth in the table below:

Relative TSR-Based PRSUs	Threshold	Target	High
Basis Points	-300	0	+300

The baseline stock price from which Relative TSR will be measured for the PRSUs over the three year performance period ending December 31, 2017 is $38.32, the average closing price per share of Omega Common Stock for November and December 2014.

The PRSU awards granted by the Compensation Committee effective as of March 31, 2015 (April 1, 2015 as to Steven Insoft) allow the Executive Officers to earn a number of shares shown in the applicable column (threshold, target or high) of the chart below depending on the level of Relative TSR achieved over the three year performance period ending December 31, 2017:

	Threshold	Target	High
Pickett	779	24,128	58,945
Booth	1,386	13,237	31,357
Insoft	1,223	12,457	29,651
Stephenson	1,059	11,678	27,947
Crabill	276	7,054	17,467
Ritz	250	2,500	8,000

The number of shares earned under the PRSUs will be determined as of the last day of the performance period. The performance period normally ends at December 31, 2017. 25% of the earned PRSUs will vest on the last day of each quarter in 2018, subject to the Executive Officer's continued employment on the vesting date, except in the case of a Qualifying Termination. If the Qualifying Termination is not in connection with a Change in Control, vesting will be prorated based on days elapsed in the performance period through the date of the Qualifying Termination or will be accelerated 100% if the Qualifying Termination occurs on or after December 31, 2017. If a Change in Control occurs during the three year performance period, the performance period will end on the date of the Change in Control. If the Executive Officer is employed on the date of a Change in Control or has a Qualifying Termination in connection with a Change in Control, depending on the level of Relative TSR as of the date of the Change in Control, all, a portion, or none of the PRSUs will be earned and vested on the date of the Change in Control.

The earned and vested PRSUs will be paid in Omega common stock within ten days following vesting or on the date of a Change in Control, if earlier.

Dividend equivalents payable to shareholders of record after January 1, 2015 accrue on PRSUs that are subsequently earned at the end of the performance period. Accrued dividend equivalents will be paid to the Executive Officer within ten days following the last day of the performance period and dividend equivalents earned thereafter on the earned and unvested PRSUs are paid currently.

- LTIP Units. The remainder of each Executive Officer's 2015 annual long-term incentive compensation consists of an award of performance-based LTIP Units. As of March 31, 2015 (or April 1, 2015 for Steven Insoft), each Executive Officer received a number of LTIP Units projected to produce as of December 31, 2017, the projected estimated accrued economic value shown in Table 1 above for the high level, less the projected estimated accrued economic value attributable to the RSUs and the PRSUs at the high level.

a. *Earning and Vesting of LTIP Units*

The number of LTIP Units earned ("**Earned LTIP Units**") by each Executive Officer is determined based on the level of absolute TSR achieved over the three year performance period ending December 31, 2017, based on the following table:

TSR-Based PRSUs	Threshold	Target	High
TSR (annualized and compounded annually)	8%	10%	12%

The baseline stock price from which TSR will be measured for the PRSUs over the three year performance period ending December 31, 2017 is $38.32, the average closing price per share of Omega Common Stock for November and December 2014.

The total number of LTIP Units earned at each performance level (threshold, target and high) corresponds to that number of shares of Omega Common Stock that is projected to produce as of December 31, 2017, the projected accrued economic value shown in Table 1 above, less the projected accrued economic value attributable to the RSUs and PRSUs. Therefore, the total number of Earned LTIP Units if target performance is achieved will be equal to one-half the number of shares subject to the time-based RSUs. Similarly, the total number of Earned LTIP Units if threshold performance is achieved will be less, and if high performance is achieved will be more, than one-half the number of shares subject to the RSUs. All LTIP Units that have not become Earned LTIP Units as of the last day of the performance period are forfeited as of the last day of the performance period.

The LTIP Unit awards granted by the Compensation Committee effective as of March 31, 2015 (April 1, 2015 as to Steven Insoft) allow the Executive Officers to earn a number of LTIP Units shown in the applicable column (threshold, target or high) of the chart below

depending on the level of TSR over the three year performance period ending December 31, 2017:

	Threshold	Target	High
Pickett	779	24,128	58,945
Booth	1,386	13,237	31,357
Insoft	1,223	12,457	29,651
Stephenson	1,059	11,678	27,947
Crabill	276	7,054	17,467
Ritz	250	2,500	8,000

Earned LTIP Units are subject to time-based vesting. 25% of the Earned LTIP Units will vest on the last day of each quarter in 2018, subject to the Executive Officer's continued employment on the vesting date, except in the case of a Qualifying Termination. If the Qualifying Termination is not in connection with a Change in Control, vesting will be prorated based on days elapsed in the performance period through the date of the Qualifying Termination or will be accelerated 100% if the Qualifying Termination occurs on or after December 31, 2017. If a Change in Control occurs during the three year performance period, the performance period will end on the date of the Change in Control. If the Executive Officer is employed on the date of a Change in Control or has a Qualifying Termination in connection with a Change in Control, depending on the level of TSR as of the date of the Change in Control, all, a portion, or none of the LTIP Units will be earned and vested on the date of the Change in Control.

b. *Distributions to Holders of LTIP Units*

While the Executive Officers hold LTIP Units that are both unvested and unearned, they will receive distributions from OHI LP when a distribution is paid to holders of LP Units of an amount per LTIP Unit (the "**Interim Distribution**"), and a corresponding allocation of "**Net Income and Net Loss**" (as defined in the Partnership Agreement) per LTIP Unit, equal to (i) 10% of the regular periodic distributions per LP Unit paid by OHI LP to LP Unit holders and a corresponding percentage allocation of Net Income and Net Loss attributable to the regular periodic distributions per LP Unit and (ii) 0% of the special distributions and other distributions not made in the ordinary course per LP Unit paid by OHI LP to LP Unit holders and a corresponding 0% allocation of Net Income and Net Loss attributable to the special distributions and other distributions per LP Unit not made in the ordinary course.

Additionally, within ten business days after the date any LTIP Units are earned, the Executive Officer holding such LTIP Units will receive a distribution from OHI LP per Earned LTIP Unit (and a corresponding allocation of Net Income and Net Loss per Earned LTIP Unit) equal to the excess of: (i) the amount of distributions from OHI LP that would have been paid per LTIP Unit if the LTIP Unit had been an LP Unit on January 1, 2015 over (ii) the Interim Distribution per LTIP Unit.

In addition, with respect to distributions and allocations of Net Income and Net Loss that accrue following the date that any LTIP Units become a Earned LTIP Unit, whether vested or unvested, the Executive Officer will receive with respect to each such LTIP Unit, distributions and allocations of Net Income and Net Loss pursuant to the Partnership Agreement determined without regard to the adjustments described above.

The description of the long term incentive grants contained in this Current Report on Form 8-K is qualified in its entirety by reference to the form of agreements and amendment to the stock incentive plan, copies of which are filed herewith as Exhibits 10.7 to 10.10, and is incorporated in this Item 5.02 by reference.

Item 8.01 Other Events

On April 1, 2015 the Company announced the appointment of Steven J. Insoft to the position of Chief Corporate Development Officer, effective as of the Effective Time. Mr. Insoft, age 51, most recently served as President and Chief Operating Officer of Aviv, a position he held with Aviv since 2012.

This announcement includes forward-looking statements. Actual results may differ materially from those reflected in such forward-looking statements as a result of a variety of factors, including, among other things: (i) uncertainties relating to the business operations of the operators of Omega's properties, including those relating to reimbursement by third-party payors, regulatory matters and occupancy levels; (ii) regulatory and other changes in the healthcare sector; (iii) changes in the financial position of Omega's operators; (iv) the ability of operators in bankruptcy to reject unexpired lease obligations, modify the terms of Omega's mortgages, and impede the ability of Omega to collect unpaid rent or interest during the pendency of a bankruptcy proceeding and retain security deposits for the debtor's obligations; (v) the availability and cost of capital; (vi) changes in Omega's credit ratings and the ratings of its debt securities; (vii) competition in the financing of healthcare facilities; (viii) Omega's ability to maintain its status as a real estate investment trust; (ix) risks relating to the integration of Aviv's operations and employees into Omega and the possibility that the anticipated synergies and other benefits of the Merger will not be realized or will not be realized within the expected timeframe and (x) other factors identified in Omega's filings with the Securities and Exchange Commission. Statements regarding future events and developments and Omega's future performance, as well as management's expectations, beliefs, plans, estimates or projections relating to the future, are forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired

The audited consolidated financial statements of Aviv and Aviv OP at December 31, 2014 and December 31, 2013 and for each of the years in the three-year period ended December 31, 2014 and the notes related thereto are filed as Exhibit 99.2 hereto.

(b) Pro Forma Financial Information

Unaudited pro forma condensed consolidated financial statements as of and for the year ended December 31, 2014 are included in Exhibit 99.2 to Omega's Current Report on Form 8-K filed on March 11, 2015 and are incorporated by reference herein.

(d) Exhibits

Exhibit No.	Description of Exhibit
2.1	Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare

	Properties Limited Partnership, L.P., Aviv REIT, Inc., and Aviv Healthcare Properties Limited Partnership (the Exhibits and Disclosure Letters have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be provided to the SEC upon request) (previously filed on November 5, 2014, as Exhibit 2.1 to the Company's Current Report on Form 8-K and incorporated herein by reference).
3.1	Articles of Amendment of Omega Healthcare Investors, Inc., dated March 27, 2015.
10.1	Employment Agreement, dated March 31, 2015, between Omega Healthcare Investors, Inc. and C. Taylor Pickett.
10.2	Employment Agreement, dated March 31, 2015, between Omega Healthcare Investors, Inc. and Daniel Booth.
10.3	Employment Agreement, dated April 1, 2015, between Omega Healthcare Investors, Inc. and Steven J. Insoft.
10.4	Employment Agreement, dated March 31, 2015, between Omega Healthcare Investors, Inc. and Robert O. Stephenson.
10.5	Employment Agreement, dated March 31, 2015, between Omega Healthcare Investors, Inc. and R. Lee Crabill.
10.6	Employment Agreement, dated March 31, 2015, between Omega Healthcare Investors, Inc. and Michael Ritz.
10.7	Form of Time-Based Restricted Stock Unit Agreement for 2015 Grants.
10.8	Form of Performance-Based Restricted Stock Unit Agreement for 2015 Grants.
10.9	Form of Performance-Based LTIP Unit Agreement for 2015 Grants.
10.10	Amendment to 2013 Stock Incentive Plan.
10.11	Second Amended and Restated Agreement of Limited Partnership by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., and Aviv Healthcare Properties Limited Partnership.
10.12	First Amendment to Omega Credit Agreement.
10.13	Omega OP Credit Agreement.
23.1	Consent of Ernst & Young LLP related to Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership.
99.1	Press Release issued by Omega and Aviv on April 1, 2015.
99.2	Excerpt from Form 10-K of Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership for the year ended December 31, 2014 setting forth their audited financial statements as of December 31, 2014 and 2013 and for each of the years in the three-year period ended December 31, 2014.
99.3	Unaudited Pro Forma Financial Information (incorporated by reference to Exhibit 99.1 to Omega's Current Report on Form 8-K filed March 11, 2015).

SIGNATURES

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

OMEGA HEALTHCARE INVESTORS, INC.
(Registrant)

Dated: April 2, 2015

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

Exhibit Index

Exhibit No.	Description of Exhibit
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	the three-year period ended December 31, 2014.
99.3	Unaudited Pro Forma Financial Information (incorporated by reference to Omega's Current Report on Form 8-K filed March 11, 2015).

ARTICLES OF AMENDMENT

OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation having its principal place of business at 200 International Circle, Suite 3500, Hunt Valley, Maryland 21030 (hereinafter called the "**Corporation**"), hereby certifies to the State Department of Assessments and Taxation of Maryland, that:

FIRST: The Corporation desires to amend its Charter as currently in effect.

SECOND: The Charter of the Corporation is hereby amended as follows:

A. Section 4.01 of the Charter of the Corporation is hereby deleted in its entirety and replaced with the following:

Section 4.01 Authorized Shares. The total number of shares of capital stock that the Corporation shall have authority to issue is Three Hundred Seventy Million (370,000,000), of which Three Hundred Fifty Million (350,000,000) shall be shares of Common Stock having a par value of $.10 per share and Twenty Million (20,000,000) shall be shares of Preferred Stock having a par value of $1.00 per share. The aggregate par value of all said shares shall be Fifty-Five Million Dollars ($55,000,000). The Board of Directors shall have the authority to authorize the issuance of Common Stock or Preferred Stock from time to time in such amounts and for such consideration as the Board of Directors shall deem appropriate.

B: Section 7.02(b) of the Charter of the Corporation is hereby deleted in its entirety and replaced with the following:

(b) Notwithstanding any of the provisions of these Articles or the Bylaws of the Corporation (and notwithstanding the fact that a lesser percentage may be specified by law, these Articles or the Bylaws of the Corporation), the repeal or amendment of any provision of Section 5.02, Section 5.03(a), Section 5.04, Section 5.05 or this Section 7.02(b) shall be valid only if declared advisable by the Board of Directors and approved by the affirmative vote of holders of not less than 80% of the total number of votes entitled to be cast thereon.

THIRD: Immediately before the amendments herein, the Corporation had the authority to issue 220,000,000 total shares of capital stock, of which 200,000,000 shares of common stock having a par value of $0.10 per share and 20,000,000 shares of preferred stock having a par value of $1.00 per share were authorized. The aggregate par value of all shares of capital stock authorized immediately before the amendments was $40,000,000. As amended, the total number of authorized shares of stock of all classes, the number of shares of each class, the par value of each class of shares, and the aggregate par value of all shares of all classes is set forth above in Article SECOND, Part A.

FOURTH: The description of each class of shares, including preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption, was not changed by these Articles of Amendment.

FIFTH: The foregoing amendments to the Charter of the Corporation have been advised by the Board of Directors at a board meeting held on October 30, 2014 and adopted by the stockholders of the Corporation in accordance with Section 2-604 of the Maryland General Corporation Law at a special meeting of stockholders held on March 27, 2015.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed in its name and on its behalf by its President and Chief Executive Officer and attested to by its Secretary on this 1st day of April, 2015.

ATTEST:

/s/ Daniel J. Booth

Secretary

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ C. Taylor Pickett

Name: C. Taylor Pickett

Title: President and Chief Executive Officer

THE UNDERSIGNED, President and Chief Executive Officer of OMEGA HEALTHCARE INVESTORS, INC., who executed on behalf of the Corporation the foregoing Articles of Amendment of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Amendment to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information, and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

/s/ C. Taylor Pickett

Name: C. Taylor Pickett

Title: President and Chief Executive Officer

Exhibit 10.1

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") to be effective as of March 31, 2015 (the "**Effective Date**"), contingent upon the closing of the "**Merger**" (as defined in the Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**")), with certain provisions to effective January 1, 2015 where specified below, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and C. Taylor Pickett (the "**Executive**"). This Agreement shall immediately and automatically be null and void and be of no force or effect if the Merger Agreement is terminated such that the Merger does not occur.

INTRODUCTION

The Company and the Executive are parties to an employment agreement effective November 15, 2013. The Company is an indirect of subsidiary of the Parent. The Parent formed the Company to employ, beginning as of January 1, 2015, individuals who immediately before then were employees of the Company. Accordingly, the Executive has been employed by the Company since January 1, 2015 and has continued to serve as the Chief Executive Officer of the Parent. The Company, the Parent and the Executive now desire to enter into this Agreement to replace and supersede the existing employment agreement.

NOW, THEREFORE, the parties agree as follows:

1. Terms and Conditions of Employment.

(a) Employment. From January 1, 2015 through the Effective Date and during the Term, the Company will employ the Executive, and the Executive will serve on a full-time basis as the Chief Executive Officer of the Parent and the Chief Executive Officer of the Company and will have such responsibilities and authority as may from time to time be assigned to the Executive by the Board of Directors of the Parent. In this capacity, Executive will provide unique services to the Parent and the Company and be privy to the Parent's and the Company's Confidential Information and Trade Secrets. The Executive will report to the Board of Directors of the Parent. Except to the extent prohibited by law or applicable listing requirements, the Executive will also be permitted to attend all meetings of the Board of Directors and executive sessions thereof (except for portions of meetings or executive sessions involving discussions relating to the Executive's employment, including without limitation, his compensation and performance ("**Executive's Employment Issues**")) and shall be provided copies of all materials provided to the Board of Directors (except those relating to Executive's Employment Issues). If the Executive is or is hereafter elected to serve as a member of the Board of Directors of the Parent, he shall so serve without additional compensation beyond that set forth in this Agreement, and shall continue to so serve for so long as he is thereafter elected to such position by the Parent's stockholders. The Executive's primary office will be at the Parent's headquarters in such geographic location within the United States as may be determined by the Parent.

(b) Exclusivity. Throughout the Executive's employment hereunder, the Executive shall devote substantially all of the Executive's time, energy and skill during regular business hours to the

performance of the duties of the Executive's employment, shall faithfully and industriously perform such duties, and shall diligently follow and implement all management policies and decisions of the Parent; provided, however, that this provision is not intended to prevent the Executive from managing his investments, so long as he gives his duties to the Parent and the Company first priority and such investment activities do not interfere with his performance of duties for the Parent and the Company. Notwithstanding the foregoing, other than with regard to the Executive's duties to the Parent and the Company, the Executive will not accept any other employment during the Term, perform any consulting services during the Term, or serve on the board of directors or governing body of any other business, except with the prior written consent of the Board of Directors. Further, the Executive has disclosed on Exhibit A hereto, all of his nonpublic company healthcare related investments, and agrees not to make any investments during the Term hereof except as a passive investor. The Executive agrees during the Term not to own directly or indirectly equity securities of any public healthcare related company (excluding the Parent) that represents five percent (5%) or more of the value or voting power of the equity securities of such company.

2. Compensation.

(a) Base Salary. The Company shall pay the Executive base salary of $750,000 per annum effective January 1, 2015, which base salary will be subject to review effective as of January 1, 2016, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases. The base salary shall be payable in equal installments, no less frequently than twice per month, in accordance with the Company's regular payroll practices.

(b) Bonus.

(i) The Executive shall be eligible to earn from the Company an annual bonus of 150%, 125% and 100%, respectively, of the Executive's annual base salary for high, target and threshold performance, respectively, (the "**Bonus**"), which Bonus, if any, shall be payable (A) promptly following the availability to the Company of the required data to calculate the Bonus for the year for which the Bonus is earned (which data may in the Compensation Committee's discretion include audited financial statements), and (B) by no later than March 15 of the year following the year for which the Bonus is earned.

(ii) The Bonus metrics, the relative weighting of the bonus metrics and the specific threshold, target and high levels of each metric for 2015 have been previously established by the Compensation Committee. The same performance metrics and the weighting, but not the specific required levels at threshold, target and high, will continue to apply for each subsequent year of the Term unless the Compensation Committee changes the metrics or the weighting by no later than the first ninety (90) days of the year in which such change is to occur. If the Compensation Committee changes the metrics or the weighting with respect to a year, it will communicate the new metrics and the weighting, and the required levels for threshold, target and high performance to the Executive promptly after it approves such changes (which approval must occur no later than the first ninety (90) days of the year in which the change is made or the same metrics, weightings and required levels for threshold, target and high performance utilized in the prior year will continue to be effective). After any such change is made, the changed metrics and the weighting, but not the required levels for threshold, target and high performance, will continue to apply to each subsequent year of the Term, unless the Compensation Committee takes further action to

change the metrics or weighting in the same manner described above. Regardless of whether or not the Compensation Committee changes the metrics or the weighting for a year, it will establish the required levels for threshold, target and high performance for the year by no later than the first ninety (90) days of the year; provided, however that if the required levels for threshold, target and high performance for any year are based on objective criteria including, without limitation but by way of example, objective criteria contained in the Parent's or the Company's annual budget for the then current year, then such required levels for threshold, target and high performance will be established no later than the later of the first ninety (90) days of the year or the date the Board of Directors of the Parent approves the budget or such other objective criteria upon which such required levels are based. Promptly thereafter, the Compensation Committee will communicate the required levels for threshold, target and high performance for the year to the Executive. All required levels for threshold, target and high performance for any year that are based on objective criteria of the type contained in the Parent's or the Company's budget will be based on the Parent's or the Company's budget for the subject year that has been approved by the Board of Directors of the Parent.

(iii) The Executive will be eligible for a prorated Bonus, prorated in accordance with procedures established in the Compensation Committee's discretion, if the Executive terminates employment during a calendar year due to death. In addition, if the Term is not extended beyond December 31, 2017, the Executive will be eligible for a Bonus for 2017 if he remains employed through December 31, 2017. Otherwise, the Executive will be eligible for a Bonus for any calendar year only if the Executive remains employed by the Company on the date the Bonus is paid, unless otherwise provided by the terms of the applicable bonus plan or the Compensation Committee.

(c) Long-Term Incentive Compensation. The Executive shall be entitled to participate in any other long-term incentive compensation program for executive officers generally that is approved by the Compensation Committee.

(d) Expenses. The Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by the Executive in connection with the performance of the Executive's duties of employment hereunder; provided, however, the Executive shall, as a condition of such reimbursement, submit verification of the nature and amount of such expenses in accordance with the reasonable reimbursement policies from time to time adopted by the Company. In the case of taxable reimbursements or in-kind benefits that are subject to Section 409A of the Internal Revenue Code, the policy must provide an objectively determinable nondiscretionary definition of expenses eligible for reimbursement or in-kind benefits to be provided, the expense must be incurred or in-kind benefit must be provided during the period that the Executive is employed by or performing services for the Company, unless a different objectively and specifically prescribed period is specified under the applicable policy, the amount of expenses that are eligible for reimbursement or in-kind benefits provided during the Executive's taxable year may not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, the reimbursement must be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(e) Paid Time Off. The Executive shall be entitled to paid time off in accordance with the terms of Company policy.

(f) Benefits. In addition to the benefits payable to the Executive specifically described herein, the Executive shall be entitled to such benefits as generally may be made available to all other executive officers of the Company from time to time; provided, however, that nothing contained herein shall require the establishment or continuation of any particular plan or program.

(g) Withholding. All payments pursuant to this Agreement shall be reduced for any applicable state, local, or federal tax withholding obligations.

(h) Insurance and Indemnification. The Executive shall be entitled to indemnification, including advancement of expenses (if applicable), in accordance with and to the extent provided by the Parent's bylaws and articles of incorporation and the Company's operating agreement, and any separate indemnification agreement, if any. In addition, the Executive shall be covered under the Company's director and officer liability insurance policy.

3. Term, Termination and Termination Payments.

(a) Term. The term of this Agreement (the "Term") shall begin as of the Effective Date and shall continue through December 31, 2017, unless sooner terminated pursuant to Section 3(b) hereof.

(b) Termination. This Agreement and the employment of the Executive by the Company hereunder shall only be terminated: (i) by expiration of the Term; (ii) by the Company without Cause; (iii) by the Executive for Good Reason; (iv) by the Company or the Executive due to the Disability of the Executive; (v) by the Company for Cause; (vi) by the Executive for other than Good Reason or Disability, upon at least sixty (60) days prior written notice to the Company; or (vii) upon the death of the Executive. Any termination of employment from the Company shall also be deemed to constitute a cessation of services from the Parent. Notice of termination by any party shall be given in writing prior to termination and shall specify the basis for termination and the effective date of termination. Further, notice of termination for Cause by the Company or Good Reason by the Executive shall specify the facts alleged to constitute termination for Cause or Good Reason, as applicable. Except as provided in Section 3(c), the Executive shall not be entitled to any payments or benefits after the effective date of the termination of this Agreement, except for base salary pursuant to Section 2(a) accrued up to the effective date of termination, any unpaid earned and accrued Bonus, if any, pursuant to Section 2(b), pay for accrued but unused vacation that the Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, as provided under the terms of any other employee benefit and compensation agreements or plans applicable to the Executive, expenses required to be reimbursed pursuant to Section 2(d), and any rights to payment the Executive has under Section 2(h).

(c) Termination by the Company without Cause or by the Executive for Good Reason.

(i) If the employment of the Executive is terminated by the Company without Cause or by the Executive for Good Reason, the Company will pay the Executive three times the sum of (A) his base salary pursuant to Section 2(a) hereof, plus (B) an amount equal to the average annual Bonus paid to the Executive by the Company or the Parent for the three most recently completed calendar years prior to termination of employment;

provided, however, that if the Executive's termination of employment occurs before the Bonus, if any, for the most recently completed calendar year is payable, then the averaging will be determined by reference to the three most recently completed calendar years before that calendar year. Such amount shall be paid in substantially equal installments not less frequently than twice per month over the thirty-six (36) month period commencing as of the date of termination of employment, provided that the first payment shall be made sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment; provided, however, if the Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code, as amended (the "Code"), at the date of his termination of employment then, to the extent required to avoid a tax under Code Section 409A, payments which would otherwise have been made during the first six (6) months after termination of employment shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. Notwithstanding the foregoing, if the total payments to be paid to the Executive hereunder, along with any other payments to the Executive, would result in the Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to the Executive without triggering the excise tax, but only if and to the extent that such reduction would result in the Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by the Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the parties agree that the payments provided for in this Section 3(c) (i) are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e, the Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to the Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A.

(ii) If the Term is not extended beyond December 31, 2017 or the Term is not extended beyond December 31, 2017 and the Company or the Executive terminates the Executive's employment upon or following expiration of the Term, such termination shall not be deemed to be a termination of the Executive's employment by the Company without Cause or a resignation by Executive for Good Reason.

(iii) Notwithstanding any other provision hereof, as a condition to the payment of the amounts in this Section, the Executive shall be required to execute and not revoke within the revocation period provided therein, the Release. The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i).

(d) Survival. The covenants in Section 3 hereof shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Ownership and Protection of Proprietary Information.

(a) Confidentiality. All Confidential Information and Trade Secrets of the Company and its Affiliates and all physical embodiments thereof received or developed by the Executive while employed by the Company or the Parent are confidential to and are and will remain the sole and exclusive property of the Company and its Affiliates. Except to the extent necessary to perform the duties assigned by the Parent or the Company hereunder, and except to the extent required by law, the Executive will hold such Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information and Trade Secrets or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Confidential Information and Trade Secrets disclosed to or developed by the Executive to lose its character or cease to qualify as Confidential Information or Trade Secrets.

(b) Return of Company Property. Upon request by the Company, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final compensation hereunder (including any payments pursuant to Section 3 hereof), the Executive will promptly deliver to the Company all property belonging to the Company and its Affiliates, including, without limitation, all Confidential Information and Trade Secrets of the Company and its Affiliates (and all embodiments thereof) then in the Executive's custody, control or possession.

(c) Survival. The covenants of confidentiality set forth herein will apply on and after the date hereof to any Confidential Information and Trade Secrets disclosed by the Company or an Affiliate or developed by the Executive while employed or engaged by the Company or the Parent prior to or after the date hereof. The covenants restricting the use of Confidential Information will continue to apply for a period of two years following the termination of this Agreement. The covenants restricting the use of Trade Secrets will continue to apply following termination of this Agreement for so long as permitted by the governing law.

5. Non-Competition and Non-Solicitation Provisions.

(a) The Executive agrees that during the Applicable Period, the Executive will not (except on behalf of or with the prior written consent of the Company, which consent may be withheld in Company's sole discretion), within the Area either directly or indirectly, on his own behalf, or in the service of or on behalf of others, provide managerial services or management consulting services substantially similar to those Executive provides for the Company or an Affiliate to any Competing Business. As of the Effective Date, the Executive acknowledges and agrees that the Business of the Company is conducted in the Area.

(b) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others solicit any individual or entity which is an actual or, to his knowledge, actively sought prospective client of the Company or any of its Affiliates (determined as of date of termination of employment) with whom he had material contact while he was an executive officer of the Parent or the Company, for the purpose of offering services substantially similar to those offered by the Company or an Affiliate.

(c) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit for employment with a Competing Business any person who is a management level employee of the Company or an Affiliate with whom Executive had contact during the last year of Executive's employment with the Company or the Parent. The Executive shall not be deemed to be in breach of this covenant solely because an employer for whom he may perform services may solicit, divert, or hire a management level employee of the Company or an Affiliate provided that Executive does not engage in the activity proscribed by the preceding sentence.

(d) The Executive agrees that during the Applicable Period, except to the extent required by law, he will not make any statement (written or oral) that could reasonably be perceived as disparaging to the Company or any person or entity that he reasonably should know is an Affiliate.

(e) In the event that this Section 5 is determined by a court which has jurisdiction to be unenforceable in part or in whole, the court shall be deemed to have the authority to strike any unenforceable provision, or any part thereof or to revise any provision to the minimum extent necessary to be enforceable to the maximum extent permitted by law.

(f) The provisions of this Section 5 shall survive termination of this Agreement, except that if the Executive remains employed by the Company through December 31, 2017 and the Term expires at December 31, 2017, and as a result no severance is payable pursuant to Section 3 of this Agreement, then the provisions of this Section 5 shall also expire at December 31, 2017.

6. Remedies and Enforceability.

The Executive agrees that the covenants, agreements, and representations contained in Sections 4 and 5 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should the Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that, in addition to other remedies available to it, including, without limitation, termination of the Executive's employment for Cause, the Company and the Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by the Executive of any of such covenants or agreements.

7. Notice.

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

If to the Company: Omega Healthcare Investors, Inc.
Suite 3500
200 International Circle

Hunt Valley MD 21030
Attn: Chairman

If to the Executive: to the last address the Company has on file for the Executive

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

8. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and the Parent under this Agreement shall inure to the benefit of the Company's and the Parent's successors and assigns. This Agreement may be assigned by the Company or the Parent to any legal successor to the Company's or the Parent's business or to an entity that purchases all or substantially all of the assets of the Company or the Parent, but not otherwise without the prior written consent of the Executive. In the event the Company or the Parent assigns this Agreement as permitted by this Agreement and the Executive remains employed by the assignee, the "Company" as defined herein will refer to the assignee and the Executive will not be deemed to have terminated his employment hereunder until the Executive terminates his employment with the assignee. The Executive may not assign this Agreement.

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

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

(d) Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

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

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

(g) Captions and Section Headings. Except as set forth in Section 9 hereof, captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. Definitions.

(a) "**Affiliate**" means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company.

(b) "**Applicable Period**" means the period commencing as of the date of this Agreement and ending thirty-six (36) months after the termination of the Executive's employment with the Company or any of its Affiliates.

(c) "**Area**" means the states, areas and countries listed on Exhibit B hereto and all other states in which the Company or any of its Affiliates owns, acquires, develops, invests in, leases, finances the ownership of, or finances the operation of any skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(d) "**Business of the Company**" means any business with the primary purpose of leasing assets to healthcare operators, or financing the ownership of or financing the operation of skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(e) "**Cause**" the occurrence of any of the following events:

(i) willful refusal by the Executive to follow a lawful direction of the Board of Directors of the Parent, provided the direction is not materially inconsistent with the duties or responsibilities of the Executive's position as Chief Executive Officer of the Parent, which refusal continues after the Board of Directors has again given the direction in writing;

(ii) willful misconduct or reckless disregard by the Executive of his duties or with respect to the interest or material property of the Company or an Affiliate;

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

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

(v) commission by the Executive of a felony as reasonably determined by at least two-thirds of the members of the Board of Directors of the Parent (excluding the Executive); or

(vi) a material breach of this Agreement by the Executive, provided that the nature of such breach shall be set forth with reasonable particularity in a written notice to the Executive who shall have ten (10) days following delivery of such notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Parent, susceptible to a cure.

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

(i) Ventas, Inc.,
(ii) Health Care Property Investors Inc.,
(iii) Healthcare Realty Trust,
(iv) National Health Investors Inc.,
(v) National Health Realty, Inc.,
(vi) Senior Housing Properties Trust,
(vii) Health Care REIT Inc.,
(viii) LTC Properties Inc.,
(ix) Medical Properties Trust, Inc.,
(x) Sabra Health Care REIT, Inc., and
(xi) Formation Capital, LLC.

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

(h) "**Disability**" means the inability of the Executive to perform the material duties of his position hereunder due to a physical, mental, or emotional impairment, for a ninety (90) consecutive day period or for aggregate of one hundred eighty (180) days during any three hundred sixty-five (365) day period.

(i) "**Good Reason**" means the occurrence of all of the events listed in either (i) or (ii) below:

(i) (A) the Company or the Parent materially breaches this Agreement, including without limitation, a material diminution of the Executive's responsibilities as Chief Executive Officer of the Parent, as reasonably modified by the Board of Directors of the Parent from time to time hereafter, such that the Executive would no longer have responsibilities substantially equivalent to those of other chief executive officers at companies with similar revenues and market capitalization;

(B) the Executive gives written notice to the Company of the facts and circumstances constituting the breach of the Agreement within ten (10) days following the occurrence of the breach;

(C) the Company fails to remedy the breach within ten (10) days following the Executive's written notice of the breach; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to remedy the breach; or

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

(B) the Executive gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(C) the Company fails to rescind the notice of relocation within ten (10) days following the Executive's written notice; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

(j) "**Release**" means a comprehensive release, covenant not to sue, and non-disparagement agreement from the Executive in favor of the Company, its executives, officers, directors, Affiliates, and all related parties, in the form attached hereto as Exhibit C; provided, however, the Company may make any changes to the Release as it determines to be necessary only to ensure that the Release is enforceable under applicable law.

(k) "**Term**" has the meaning as set forth in Section 3(a) hereof.

(l) "**Termination of employment**" and similar terms shall refer solely to a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

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

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

By: /s/ Daniel J. Booth
Daniel J. Booth, Chief Operating Officer

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ Bernard Korman
Bernard Korman, Chairman

THE EXECUTIVE:
/s/ C. Taylor Pickett
C. Taylor Pickett

EXHIBIT A

Investment	**Ownership**
U.S. Wound Care and all related affiliates	Less than 50%

EXHIBIT B

STATES, AREAS AND COUNTRIES

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

England

EXHIBIT C

RELEASE AGREEMENT PURSUANT TO EMPLOYMENT AGREEMENT

This Agreement (this "**Agreement**") is made this ___ day of _____, 20__, among OHI ASSET MANAGEMENT LLC ("**Employer**"), OMEGA HEALTHCARE INVESTORS, INC. ("**Parent**") and _____ ("**Employee**").

Introduction

Employer, Parent and Employee entered into an Employment Agreement dated _____, 2015 (the "**Employment Agreement**").

The Employment Agreement requires that as a condition to Employer's obligation to pay payments and benefits under Section 3(c) of the Employment Agreement (the "**Severance Benefits**"), Employee must provide a release and agree to certain other conditions as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **[For Employee under age 40: The effective date of this Agreement shall be the date on which Employee signs this Agreement ("the Effective Date"), at which time this Agreement shall be fully effective and enforceable.]**

   [For Employee age 40 and over or group termination of Employees age 40 and over: Employee has been offered [twenty-one (21) days] [forty-five (45) days if group termination] from receipt of this Agreement within which to consider this Agreement. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement ("the Effective Date"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate the desire to revoke this Agreement in writing. Employee understands that he or she may sign the Agreement at any time before the expiration of the [twenty-one (21) day] [forty-five (45) day] review period. To the degree Employee chooses not to wait [twenty-one (21) days] [forty-five (45) days] to execute this Agreement, it is because Employee freely and unilaterally chooses to execute this Agreement before that time. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.]

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Severance Benefits.

3. **[For Employee age 40 or over or group termination of Employees age 40 and over: Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and**

that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.]

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

Employee has been advised to consult an attorney prior to entering into this Agreement**[For Employee age 40 or over or group termination of Employees age 40 and over: and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing]**.

[For under age 40: Employee has been offered an ample opportunity from receipt of this Agreement within which to consider this Agreement.]

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

4. **[For group termination of Employees age 40 and over: Employer has _____ [Employer to describe class, unit, or group of individuals covered by termination program, any eligibility factors, and time limits applicable] and such employees comprise the "Decisional Unit." Attached as "Attachment 1" to this Agreement is a list of ages and job titles of persons in the Decisional Unit who were and who were not selected for termination and the offer of consideration for signing the Agreement.]**

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

6. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; **[For Employee age 40 or**

over or group termination of Employees age 40 and over: (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act;] (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

7. The release in the preceding paragraph of this Agreement does not apply to (a) all benefits and awards (including without limitation cash and stock components) which pursuant to the terms of any compensation or benefit plans, programs, or agreements of the Employer are earned or become payable, but which have not yet been paid, and (b) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, (c) unreimbursed business expenses for which Employee is entitled to reimbursement under Employer's policies, (d) any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any, and (e) any rights the Employee may have (if any) to workers compensation benefits.

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

9. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity.

10. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. **[For group termination of Employees age 40 and over: Employee covenants and agrees not to institute, or participate in any way in anyone else's actions involved in instituting, any action against any of the members of the Decisional Unit with respect to any Claim released herein.]**

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

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

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

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

Employee should take this Agreement home and carefully consider all of its provisions before signing it.**[For Employee age 40 or over or group termination of Employees age 40 and over: Employee may take up to [twenty-one (21) days] [forty-five (45) days if group termination] to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired.]** Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

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

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

EMPLOYEE

C. Taylor Pickett

Signature

Date Signed

OHI ASSET MANAGEMENT LLC

By: _____

Title: _____

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title: _____

ATTACHMENT I

[Insert descriptive name of decisional unit from the Agreement]

<u>Employees Comprising the "Decisional Unit"</u>

Job Title:	Age:	Participating:	Not Participating:

Exhibit 10.2

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") to be effective as of March 31, 2015 (the "**Effective Date**"), contingent upon the closing of the "**Merger**" (as defined in the Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**")), with certain provisions to effective January 1, 2015 where specified below, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and Daniel J. Booth (the "**Executive**"). This Agreement shall immediately and automatically be null and void and be of no force or effect if the Merger Agreement is terminated such that the Merger does not occur.

INTRODUCTION

The Company and the Executive are parties to an employment agreement effective November 15, 2013. The Company is an indirect of subsidiary of the Parent. The Parent formed the Company to employ, beginning as of January 1, 2015, individuals who immediately before then were employees of the Company. Accordingly, the Executive has been employed by the Company since January 1, 2015 and has continued to serve as the Chief Operating Officer of the Parent. The Company, the Parent and the Executive now desire to enter into this Agreement to replace and supersede the existing employment agreement.

NOW, THEREFORE, the parties agree as follows:

1. Terms and Conditions of Employment.

(a) Employment. From January 1, 2015 through the Effective Date and during the Term, the Company will employ the Executive, and the Executive will serve on a full-time basis as the Chief Operating Officer of the Parent and the Chief Operating Officer of the Company and will have such responsibilities and authority as may from time to time be assigned to the Executive by the Chief Executive Officer of the Parent. In this capacity, Executive will provide unique services to the Parent and the Company and be privy to the Parent's and the Company's Confidential Information and Trade Secrets. The Executive will report to the Chief Executive Officer of the Parent. The Executive's primary office will be at the Parent's headquarters in such geographic location within the United States as may be determined by the Parent.

(b) Exclusivity. Throughout the Executive's employment hereunder, the Executive shall devote substantially all of the Executive's time, energy and skill during regular business hours to the performance of the duties of the Executive's employment, shall faithfully and industriously perform such duties, and shall diligently follow and implement all management policies and decisions of the Parent; provided, however, that this provision is not intended to prevent the Executive from managing his investments, so long as he gives his duties to the Parent and the Company first priority and such investment activities do not interfere with his performance of duties for the Parent and the Company. Notwithstanding the foregoing, other than with regard to the Executive's duties to the Parent and the Company, the Executive will not accept any other employment during the Term, perform any consulting services during the Term, or serve on the board of directors or governing body of any other business, except with the prior written consent of the Chief Executive Officer of

the Parent. Further, the Executive has disclosed on Exhibit A hereto, all of his nonpublic company healthcare related investments, and agrees not to make any investments during the Term hereof except as a passive investor. The Executive agrees during the Term not to own directly or indirectly equity securities of any public healthcare related company (excluding the Parent) that represents five percent (5%) or more of the value or voting power of the equity securities of such company.

2. Compensation.

(a) Base Salary. The Company shall pay the Executive base salary of $470,000 per annum effective January 1, 2015, which base salary will be subject to review effective as of January 1, 2016, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases. The base salary shall be payable in equal installments, no less frequently than twice per month, in accordance with the Company's regular payroll practices.

(b) Bonus.

(i) The Executive shall be eligible to earn from the Company an annual bonus of 100%, 75% and 50%, respectively, of the Executive's annual base salary for high, target and threshold performance, respectively, (the "**Bonus**"), which Bonus, if any, shall be payable (A) promptly following the availability to the Company of the required data to calculate the Bonus for the year for which the Bonus is earned (which data may in the Compensation Committee's discretion include audited financial statements), and (B) by no later than March 15 of the year following the year for which the Bonus is earned.

(ii) The Bonus metrics, the relative weighting of the bonus metrics and the specific threshold, target and high levels of each metric for 2015 have been previously established by the Compensation Committee. The same performance metrics and the weighting, but not the specific required levels at threshold, target and high, will continue to apply for each subsequent year of the Term unless the Compensation Committee changes the metrics or the weighting by no later than the first ninety (90) days of the year in which such change is to occur. If the Compensation Committee changes the metrics or the weighting with respect to a year, it will communicate the new metrics and the weighting, and the required levels for threshold, target and high performance to the Executive promptly after it approves such changes (which approval must occur no later than the first ninety (90) days of the year in which the change is made or the same metrics, weightings and required levels for threshold, target and high performance utilized in the prior year will continue to be effective). After any such change is made, the changed metrics and the weighting, but not the required levels for threshold, target and high performance, will continue to apply to each subsequent year of the Term, unless the Compensation Committee takes further action to change the metrics or weighting in the same manner described above. Regardless of whether or not the Compensation Committee changes the metrics or the weighting for a year, it will establish the required levels for threshold, target and high performance for the year by no later than the first ninety (90) days of the year; provided, however that if the required levels for threshold, target and high performance for any year are based on objective criteria including, without limitation but by way of example, objective criteria contained in the Parent's or the Company's annual budget for the then current year, then such required levels for threshold, target and high performance will be established no later than the later of the first ninety (90) days of the year or the date the Board of Directors of the

Parent approves the budget or such other objective criteria upon which such required levels are based. Promptly thereafter, the Compensation Committee will communicate the required levels for threshold, target and high performance for the year to the Executive. All required levels for threshold, target and high performance for any year that are based on objective criteria of the type contained in the Parent's or the Company's budget will be based on the Parent's or the Company's budget for the subject year that has been approved by the Board of Directors of the Parent.

(iii) The Executive will be eligible for a prorated Bonus, prorated in accordance with procedures established in the Compensation Committee's discretion, if the Executive terminates employment during a calendar year due to death. In addition, if the Term is not extended beyond December 31, 2017, the Executive will be eligible for a Bonus for 2017 if he remains employed through December 31, 2017. Otherwise, the Executive will be eligible for a Bonus for any calendar year only if the Executive remains employed by the Company on the date the Bonus is paid, unless otherwise provided by the terms of the applicable bonus plan or the Compensation Committee.

(c) Long-Term Incentive Compensation. The Executive shall be entitled to participate in any other long-term incentive compensation program for executive officers generally that is approved by the Compensation Committee.

(d) Expenses. The Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by the Executive in connection with the performance of the Executive's duties of employment hereunder; provided, however, the Executive shall, as a condition of such reimbursement, submit verification of the nature and amount of such expenses in accordance with the reasonable reimbursement policies from time to time adopted by the Company. In the case of taxable reimbursements or in-kind benefits that are subject to Section 409A of the Internal Revenue Code, the policy must provide an objectively determinable nondiscretionary definition of expenses eligible for reimbursement or in-kind benefits to be provided, the expense must be incurred or in-kind benefit must be provided during the period that the Executive is employed by or performing services for the Company, unless a different objectively and specifically prescribed period is specified under the applicable policy, the amount of expenses that are eligible for reimbursement or in-kind benefits provided during the Executive's taxable year may not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, the reimbursement must be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(e) Paid Time Off. The Executive shall be entitled to paid time off in accordance with the terms of Company policy.

(f) Benefits. In addition to the benefits payable to the Executive specifically described herein, the Executive shall be entitled to such benefits as generally may be made available to all other executive officers of the Company from time to time; provided, however, that nothing contained herein shall require the establishment or continuation of any particular plan or program.

(g) Withholding. All payments pursuant to this Agreement shall be reduced for any applicable state, local, or federal tax withholding obligations.

(h) Insurance and Indemnification. The Executive shall be entitled to indemnification, including advancement of expenses (if applicable), in accordance with and to the extent provided by the Parent's bylaws and articles of incorporation and the Company's operating agreement, and any separate indemnification agreement, if any. In addition, the Executive shall be covered under the Company's director and officer liability insurance policy.

3. Term, Termination and Termination Payments.

(a) Term. The term of this Agreement (the "**Term**") shall begin as of the Effective Date and shall continue through December 31, 2017, unless sooner terminated pursuant to Section 3(b) hereof.

(b) Termination. This Agreement and the employment of the Executive by the Company hereunder shall only be terminated: (i) by expiration of the Term; (ii) by the Company without Cause; (iii) by the Executive for Good Reason; (iv) by the Company or the Executive due to the Disability of the Executive; (v) by the Company for Cause; (vi) by the Executive for other than Good Reason or Disability, upon at least sixty (60) days prior written notice to the Company; or (vii) upon the death of the Executive. Any termination of employment from the Company shall also be deemed to constitute a cessation of services from the Parent. Notice of termination by any party shall be given in writing prior to termination and shall specify the basis for termination and the effective date of termination. Further, notice of termination for Cause by the Company or Good Reason by the Executive shall specify the facts alleged to constitute termination for Cause or Good Reason, as applicable. Except as provided in Section 3(c), the Executive shall not be entitled to any payments or benefits after the effective date of the termination of this Agreement, except for base salary pursuant to Section 2(a) accrued up to the effective date of termination, any unpaid earned and accrued Bonus, if any, pursuant to Section 2(b), pay for accrued but unused vacation that the Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, as provided under the terms of any other employee benefit and compensation agreements or plans applicable to the Executive, expenses required to be reimbursed pursuant to Section 2(d), and any rights to payment the Executive has under Section 2(h).

(c) Termination by the Company without Cause or by the Executive for Good Reason.

(i) If the employment of the Executive is terminated by the Company without Cause or by the Executive for Good Reason, the Company will pay the Executive two times the sum of (A) his base salary pursuant to Section 2(a) hereof, plus (B) an amount equal to the average annual Bonus paid to the Executive by the Company or the Parent for the three most recently completed calendar years prior to termination of employment; provided, however, that if the Executive's termination of employment occurs before the Bonus, if any, for the most recently completed calendar year is payable, then the averaging will be determined by reference to the three most recently completed calendar years before that calendar year. Such amount shall be paid in substantially equal installments not less frequently than twice per month over the twenty-four (24) month period commencing as of the date of termination of employment, provided that the first payment shall be made sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment; provided, however, if the Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code, as amended (the "**Code**"), at the date of his termination of employment then, to the extent required to avoid a tax under Code Section 409A, payments which would otherwise have been made

during the first six (6) months after termination of employment shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. Notwithstanding the foregoing, if the total payments to be paid to the Executive hereunder, along with any other payments to the Executive, would result in the Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to the Executive without triggering the excise tax, but only if and to the extent that such reduction would result in the Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by the Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the parties agree that the payments provided for in this Section 3(c) (i) are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e, the Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to the Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A.

(ii) If the Term is not extended beyond December 31, 2017 or the Term is not extended beyond December 31, 2017 and the Company or the Executive terminates the Executive's employment upon or following expiration of the Term, such termination shall not be deemed to be a termination of the Executive's employment by the Company without Cause or a resignation by Executive for Good Reason.

(iii) Notwithstanding any other provision hereof, as a condition to the payment of the amounts in this Section, the Executive shall be required to execute and not revoke within the revocation period provided therein, the Release. The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i).

(d) Survival. The covenants in Section 3 hereof shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Ownership and Protection of Proprietary Information.

(a) Confidentiality. All Confidential Information and Trade Secrets of the Company and its Affiliates and all physical embodiments thereof received or developed by the Executive while employed by the Company or the Parent are confidential to and are and will remain the sole and exclusive property of the Company and its Affiliates. Except to the extent necessary to perform the duties assigned by the Parent or the Company hereunder, and except to the extent required by law, the Executive will hold such Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential

Information and Trade Secrets or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Confidential Information and Trade Secrets disclosed to or developed by the Executive to lose its character or cease to qualify as Confidential Information or Trade Secrets.

(b) Return of Company Property. Upon request by the Company, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final compensation hereunder (including any payments pursuant to Section 3 hereof), the Executive will promptly deliver to the Company all property belonging to the Company and its Affiliates, including, without limitation, all Confidential Information and Trade Secrets of the Company and its Affiliates (and all embodiments thereof) then in the Executive's custody, control or possession.

(c) Survival. The covenants of confidentiality set forth herein will apply on and after the date hereof to any Confidential Information and Trade Secrets disclosed by the Company or an Affiliate or developed by the Executive while employed or engaged by the Company or the Parent prior to or after the date hereof. The covenants restricting the use of Confidential Information will continue to apply for a period of two years following the termination of this Agreement. The covenants restricting the use of Trade Secrets will continue to apply following termination of this Agreement for so long as permitted by the governing law.

5. Non-Competition and Non-Solicitation Provisions.

(a) The Executive agrees that during the Applicable Period, the Executive will not (except on behalf of or with the prior written consent of the Company, which consent may be withheld in Company's sole discretion), within the Area either directly or indirectly, on his own behalf, or in the service of or on behalf of others, provide managerial services or management consulting services substantially similar to those Executive provides for the Company or an Affiliate to any Competing Business. As of the Effective Date, the Executive acknowledges and agrees that the Business of the Company is conducted in the Area.

(b) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others solicit any individual or entity which is an actual or, to his knowledge, actively sought prospective client of the Company or any of its Affiliates (determined as of date of termination of employment) with whom he had material contact while he was an executive officer of the Parent or the Company, for the purpose of offering services substantially similar to those offered by the Company or an Affiliate.

(c) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit for employment with a Competing Business any person who is a management level employee of the Company or an Affiliate with whom Executive had contact during the last year of Executive's employment with the Company or the Parent. The Executive shall not be deemed to be in breach of this covenant solely because an employer for whom he may perform services may solicit, divert, or hire a management level employee of the Company or an Affiliate provided that Executive does not engage in the activity proscribed by the preceding sentence.

(d) The Executive agrees that during the Applicable Period, except to the extent required by law, he will not make any statement (written or oral) that could reasonably be perceived as disparaging to the Company or any person or entity that he reasonably should know is an Affiliate.

(e) In the event that this Section 5 is determined by a court which has jurisdiction to be unenforceable in part or in whole, the court shall be deemed to have the authority to strike any unenforceable provision, or any part thereof or to revise any provision to the minimum extent necessary to be enforceable to the maximum extent permitted by law.

(f) The provisions of this Section 5 shall survive termination of this Agreement, except that if the Executive remains employed by the Company through December 31, 2017 and the Term expires at December 31, 2017, and as a result no severance is payable pursuant to Section 3 of this Agreement, then the provisions of this Section 5 shall also expire at December 31, 2017.

6. Remedies and Enforceability.

The Executive agrees that the covenants, agreements, and representations contained in Sections 4 and 5 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should the Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that, in addition to other remedies available to it, including, without limitation, termination of the Executive's employment for Cause, the Company and the Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by the Executive of any of such covenants or agreements.

7. Notice.

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

If to the Company:	Omega Healthcare Investors, Inc. Suite 3500 200 International Circle Hunt Valley MD 21030 Attn: Chairman
If to the Executive:	to the last address the Company has on file for the Executive

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

8. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and the Parent under this Agreement shall inure to the benefit of the Company's and the Parent's successors and assigns. This Agreement may be assigned by the Company or the Parent to any legal successor to the Company's or the Parent's business or to an entity that purchases all or substantially all of the assets of the Company or the Parent, but not otherwise without the prior written consent of the Executive. In the event the Company or the Parent assigns this Agreement as permitted by this Agreement and the Executive remains employed by the assignee, the "Company" as defined herein will refer to the assignee and the Executive will not be deemed to have terminated his employment hereunder until the Executive terminates his employment with the assignee. The Executive may not assign this Agreement.

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

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

(d) Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

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

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

(g) Captions and Section Headings. Except as set forth in Section 9 hereof, captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. Definitions.

(a) "**Affiliate**" means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company.

(b) "**Applicable Period**" means the period commencing as of the date of this Agreement and ending twenty-four (24) months after the termination of the Executive's employment with the Company or any of its Affiliates.

(c) "**Area**" means the states, areas and countries listed on Exhibit B hereto and all other states in which the Company or any of its Affiliates owns, acquires, develops, invests in, leases, finances the ownership of, or finances the operation of any skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(d) "**Business of the Company**" means any business with the primary purpose of leasing assets to healthcare operators, or financing the ownership of or financing the operation of skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(e) "**Cause**" the occurrence of any of the following events:

(i) willful refusal by the Executive to follow a lawful direction of the Chief Executive Officer of the Parent, provided the direction is not materially inconsistent with the duties or responsibilities of the Executive's position as Chief Operating Officer of the Parent, which refusal continues after the Chief Executive Officer has again given the direction in writing;

(ii) willful misconduct or reckless disregard by the Executive of his duties or with respect to the interest or material property of the Company or an Affiliate;

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

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

(v) commission by the Executive of a felony as reasonably determined by at least two-thirds of the members of the Board of Directors of the Parent; or

(vi) a material breach of this Agreement by the Executive, provided that the nature of such breach shall be set forth with reasonable particularity in a written notice to the Executive who shall have ten (10) days following delivery of such notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Parent, susceptible to a cure.

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

(i) Ventas, Inc.,
(ii) Health Care Property Investors Inc.,
(iii) Healthcare Realty Trust,
(iv) National Health Investors Inc.,

(v) National Health Realty, Inc.,
(vi) Senior Housing Properties Trust,
(vii) Health Care REIT Inc.,
(viii) LTC Properties Inc.,
(ix) Medical Properties Trust, Inc.,
(x) Sabra Health Care REIT, Inc., and
(xi) Formation Capital, LLC.

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

(h) "**Disability**" means the inability of the Executive to perform the material duties of his position hereunder due to a physical, mental, or emotional impairment, for a ninety (90) consecutive day period or for aggregate of one hundred eighty (180) days during any three hundred sixty-five (365) day period.

(i) "**Good Reason**" means the occurrence of all of the events listed in either (i) or (ii) below:

(i) (A) the Company or the Parent materially breaches this Agreement, including without limitation, a material diminution of the Executive's responsibilities as Chief Operating Officer of the Parent, as reasonably modified by the Chief Executive Officer of the Parent from time to time hereafter, such that the Executive would no longer have responsibilities substantially equivalent to those of other chief operating officers at companies with similar revenues and market capitalization;

(B) the Executive gives written notice to the Company of the facts and circumstances constituting the breach of the Agreement within ten (10) days following the occurrence of the breach;

(C) the Company fails to remedy the breach within ten (10) days following the Executive's written notice of the breach; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to remedy the breach; or

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

(B) the Executive gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(C) the Company fails to rescind the notice of relocation within ten (10) days following the Executive's written notice; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

(j) "**Release**" means a comprehensive release, covenant not to sue, and non-disparagement agreement from the Executive in favor of the Company, its executives, officers, directors, Affiliates, and all related parties, in the form attached hereto as Exhibit C; provided, however, the Company may make any changes to the Release as it determines to be necessary only to ensure that the Release is enforceable under applicable law.

(k) "**Term**" has the meaning as set forth in Section 3(a) hereof.

(l) "**Termination of employment**" and similar terms shall refer solely to a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

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

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

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

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

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

THE EXECUTIVE:

/s/ Daniel J. Booth
Daniel J. Booth

EXHIBIT A

Investment	**Ownership**
None	None

EXHIBIT B

STATES, AREAS AND COUNTRIES

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

England

EXHIBIT C

RELEASE AGREEMENT PURSUANT TO EMPLOYMENT AGREEMENT

This Agreement (this "**Agreement**") is made this ___ day of _____, 20__, among OHI ASSET MANAGEMENT LLC ("**Employer**"), OMEGA HEALTHCARE INVESTORS, INC. ("**Parent**") and _____ ("**Employee**").

Introduction

Employer, Parent and Employee entered into an Employment Agreement dated _____, 2015 (the "**Employment Agreement**").

The Employment Agreement requires that as a condition to Employer's obligation to pay payments and benefits under Section 3(c) of the Employment Agreement (the "**Severance Benefits**"), Employee must provide a release and agree to certain other conditions as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **[For Employee under age 40: The effective date of this Agreement shall be the date on which Employee signs this Agreement ("the Effective Date"), at which time this Agreement shall be fully effective and enforceable.]**

[For Employee age 40 and over or group termination of Employees age 40 and over: Employee has been offered [twenty-one (21) days] [forty-five (45) days if group termination] from receipt of this Agreement within which to consider this Agreement. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement ("the Effective Date"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate the desire to revoke this Agreement in writing. Employee understands that he or she may sign the Agreement at any time before the expiration of the [twenty-one (21) day] [forty-five (45) day] review period. To the degree Employee chooses not to wait [twenty-one (21) days] [forty-five (45) days] to execute this Agreement, it is because Employee freely and unilaterally chooses to execute this Agreement before that time. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.]

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Severance Benefits.

3. **[For Employee age 40 or over or group termination of Employees age 40 and over: Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and**

that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.]

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

Employee has been advised to consult an attorney prior to entering into this Agreement**[For Employee age 40 or over or group termination of Employees age 40 and over: and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing]**.

[For under age 40: Employee has been offered an ample opportunity from receipt of this Agreement within which to consider this Agreement.]

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

4. **[For group termination of Employees age 40 and over: Employer has _____ [Employer to describe class, unit, or group of individuals covered by termination program, any eligibility factors, and time limits applicable] and such employees comprise the "Decisional Unit." Attached as "Attachment 1" to this Agreement is a list of ages and job titles of persons in the Decisional Unit who were and who were not selected for termination and the offer of consideration for signing the Agreement.]**

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

6. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; **[For Employee age 40 or**

over or group termination of Employees age 40 and over: (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act;] (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

7. The release in the preceding paragraph of this Agreement does not apply to (a) all benefits and awards (including without limitation cash and stock components) which pursuant to the terms of any compensation or benefit plans, programs, or agreements of the Employer are earned or become payable, but which have not yet been paid, and (b) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, (c) unreimbursed business expenses for which Employee is entitled to reimbursement under Employer's policies, (d) any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any, and (e) any rights the Employee may have (if any) to workers compensation benefits.

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

9. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity.

10. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. **[For group termination of Employees age 40 and over: Employee covenants and agrees not to institute, or participate in any way in anyone else's actions involved in instituting, any action against any of the members of the Decisional Unit with respect to any Claim released herein.]**

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

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

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

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

Employee should take this Agreement home and carefully consider all of its provisions before signing it.**[For Employee age 40 or over or group termination of Employees age 40 and over: Employee may take up to [twenty-one (21) days] [forty-five (45) days if group termination] to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired.]** Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

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

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

EMPLOYEE

Daniel J. Booth

Signature

Date Signed

OHI ASSET MANAGEMENT LLC

By:

Title:

OMEGA HEALTHCARE INVESTORS, INC.

By:

Title:

ATTACHMENT I

[Insert descriptive name of decisional unit from the Agreement]

<u>Employees Comprising the "Decisional Unit"</u>

Job Title:	Age:	Participating:	Not Participating:

Exhibit 10.3

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is entered into on April 1, 2015, but to be effective as of the "**Merger Effective Time,**" as defined in the "Merger Agreement" (as defined below) (the "**Effective Time**"), among OHI Asset Management, LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**") and Steven J. Insoft (the "**Executive**"). This Agreement shall immediately and automatically be null and void and be of no force or effect, if (a) termination of the agreement and plan of merger by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership, L.P. (the "**Merger Agreement**") occurs prior to the Merger Effective Time, or (b) the "Prior Employment Agreement" as defined below is terminated before the Merger Effective Time by any party to the Prior Employment Agreement.

INTRODUCTION

Aviv Asset Management, L.L.C. ("**Aviv**"), Aviv REIT, Inc. ("**Aviv REIT**"), the parent company of Aviv, and the Executive are parties to an employment agreement effective October 30, 2014 (the "**Prior Employment Agreement**"). The Prior Employment Agreement by its terms will expire upon the Merger Effective Time. As of the Effective Time, Aviv REIT will be merged into a direct or indirect subsidiary of the Company and Aviv will become a direct or indirect subsidiary of the Company. In connection therewith, the Parent, the Company and the Executive desire to enter into this Agreement to replace the Prior Employment Agreement and to reflect certain terms and conditions of the Executive's employment as an employee of the Company and the Chief Corporate Development Officer of Parent and the Company.

NOW, THEREFORE, the parties agree as follows:

1. Terms and Conditions of Employment.

(a) Employment. During the Term, the Company will employ the Executive, and the Executive will serve on a full-time basis as the Chief Corporate Development Officer of the Parent and the Chief Corporate Development Officer of the Company and will have such responsibilities and authority as may from time to time be assigned to the Executive by the Chief Executive Officer of the Parent. In this capacity, Executive will provide unique services to the Parent and the Company and be privy to the Parent's and the Company's Confidential Information and Trade Secrets. The Executive will report to the Chief Executive Officer of the Parent. The Executive's primary office will be in the Company's offices in Chicago, Illinois but the Executive shall be required to travel as necessary to the Company's headquarters..

(b) Exclusivity. Throughout the Executive's employment hereunder, the Executive shall devote substantially all of the Executive's time, energy and skill during regular business hours to the performance of the duties of the Executive's employment, shall faithfully and industriously perform such duties, and shall diligently follow and implement all management policies and decisions of the Parent; provided, however, that this provision is not intended to prevent the Executive from managing his investments, so long as he gives his duties to the Parent and the Company first priority and such investment activities do not interfere with his performance of duties for the Parent and the Company. Notwithstanding the foregoing, other than with regard to the Executive's duties to the

Parent and the Company, the Executive will not accept any other employment during the Term, perform any consulting services during the Term, or serve on the board of directors or governing body of any other business, except with the prior written consent of the Chief Executive Officer of the Parent; provided that the Executive may serve on the board of directors or governing body of the charities and family businesses disclosed on Exhibit A hereto. Further, the Executive has disclosed on Exhibit A hereto, all of his nonpublic company healthcare related investments, and agrees not to make any investments during the Term hereof except as a passive investor. The Executive agrees during the Term not to own directly or indirectly equity securities of any public healthcare related company (excluding the Parent) that represents five percent (5%) or more of the value or voting power of the equity securities of such company.

2. Compensation.

(a) Base Salary. The Company shall pay the Executive a base salary per annum of $460,000 as of the Effective Date, which base salary will be subject to review effective as of January 1, 2016, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases. The base salary shall be payable in equal installments, no less frequently than twice per month, in accordance with the Company's regular payroll practices.

(b) Bonus.

(i) The Executive shall be eligible to earn from the Company an annual bonus of 100%, 75% and 50%, respectively, of the Executive's annual base salary for high, target and threshold performance, respectively, (the "Bonus"), which Bonus, if any, shall be payable (A) promptly following the availability to the Company of the required data to calculate the Bonus for the year for which the Bonus is earned (which data may in the Compensation Committee's discretion include audited financial statements), and (B) by no later than March 15 of the year following the year for which the Bonus is earned. In addition, if the Executive is owed any annual bonuses under the Prior Employment Agreement for 2014 or the period from January 1, 2015 until the Effective Date which have not yet been paid as of the Effective Date, the Company shall pay such bonuses in accordance with the foregoing schedule. The Bonus for 2015 shall not be prorated due to the Executive commencing employment with the Company after January 1, 2015; it shall be based on his full annual rate of base salary for 2015.

(ii) The Bonus metrics, the relative weighting of the bonus metrics and the specific threshold, target and high levels of each metric for 2015 will be, or have previously been, established by the Compensation Committee of the Board of Directors of the Company (the "**Compensation Committee**"). The same performance metrics and the weighting, but not the specific required levels at threshold, target and high, will continue to apply for each subsequent year of the Term unless the Compensation Committee changes the metrics or the weighting by no later than the first ninety (90) days of the year in which such change is to occur. If the Compensation Committee changes the metrics or the weighting with respect to a year, it will communicate the new metrics and the weighting, and the required levels for threshold, target and high performance to the Executive promptly after it approves such changes (which approval must occur no later than the first ninety (90) days of the year in which the change is made or the same metrics, weightings and the required levels for threshold, target and high performance utilized in the prior year will

continue to be effective). After any such change is made, the changed metrics and the weighting, but not the required levels for threshold, target and high performance, will continue to apply to each subsequent year of the Term, unless the Compensation Committee takes further action to change the metrics or weighting in the same manner described above. Regardless of whether or not the Compensation Committee changes the metrics or the weighting for a year, it will establish the required levels for threshold, target and high performance for the year by no later than the first ninety (90) days of the year; provided, however that if the required levels for threshold, target and high performance for any year are based on objective criteria including, without limitation but by way of example, objective criteria contained in the Parent's or the Company's annual budget for the then current year, then such required levels for threshold, target and high performance will be established no later than the later of the first ninety (90) days of the year or the date the Board of Directors of the Parent approves the budget or such other objective criteria upon which such required levels are based. Promptly thereafter, the Compensation Committee will communicate the required levels for threshold, target and high performance for the year to the Executive. All required levels for threshold, target and high performance for any year that are based on objective criteria of the type contained in the Parent's or the Company's budget will be based on the Parent's or the Company's budget for the subject year that has been approved by the Board of Directors of the Parent.

(iii) The Executive will be eligible for a prorated Bonus, prorated in accordance with procedures established in the Compensation Committee's discretion, if the Executive terminates employment during a calendar year due to death. In addition, if the Term is not extended beyond December 31, 2017, the Executive will be eligible for a Bonus for 2017 if he remains employed through December 31, 2017. Otherwise, the Executive will be eligible for a Bonus for any calendar year only if the Executive remains employed by the Company on the date the Bonus is paid, unless otherwise provided by the terms of the applicable bonus plan or the Compensation Committee.

(c) Long-Term Incentive Compensation. The Executive shall be entitled to participate in any long-term incentive compensation program for executive officers generally that is approved by the Compensation Committee with grants occurring January 1, 2015 or later. The level of the Executive's long-term incentive compensation opportunities granted in 2015 will be between the level of the long-term incentive compensation opportunities granted in 2015 for the Company's Chief Financial Officer and Chief Operating Officer. The Executive's long-term incentive grants for 2015 shall not be prorated due to the Executive commencing employment with the Company after January 1, 2015.

(d) Expenses. The Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by the Executive in connection with the performance of the Executive's duties of employment hereunder; provided, however, the Executive shall, as a condition of such reimbursement, submit verification of the nature and amount of such expenses in accordance with the reasonable reimbursement policies from time to time adopted by the Company. In the case of taxable reimbursements or in-kind benefits that are subject to Section 409A of the Internal Revenue Code, the policy must provide an objectively determinable nondiscretionary definition of expenses eligible for reimbursement or in-kind benefits to be provided, the expense must be incurred or in-kind benefit must be provided during the period that the Executive is employed by or performing services for the Company, unless a different objectively and specifically prescribed period is specified under the applicable policy, the amount of expenses that

are eligible for reimbursement or in-kind benefits provided during the Executive's taxable year may not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, the reimbursement must be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(e) Paid Time Off. The Executive shall be entitled to paid time off in accordance with the terms of Company policy.

(f) Benefits. In addition to the benefits payable to the Executive specifically described herein, the Executive shall be entitled to such benefits as generally may be made available to all other executive officers of the Company from time to time; provided, however, that nothing contained herein shall require the establishment or continuation of any particular plan or program.

(g) Withholding. All payments pursuant to this Agreement shall be reduced for any applicable state, local, or federal tax withholding obligations.

(h) Insurance and Indemnification. The Executive shall be entitled to indemnification, including advancement of expenses (if applicable), in accordance with and to the extent provided by the Parent's bylaws and articles of incorporation and the Company's operating agreement, and any separate indemnification agreement, if any. In addition, the Executive shall be covered under the Company's director and officer liability insurance policy.

3. Term, Termination and Termination Payments.

(a) Term. The term of this Agreement (the "**Term**") shall begin as of the Effective Time and shall continue through December 31, 2017, unless sooner terminated pursuant to Section 3(b) hereof.

(b) Termination. This Agreement and the employment of the Executive by the Company hereunder shall only be terminated: (i) by expiration of the Term; (ii) by the Company without Cause; (iii) by the Executive for Good Reason; (iv) by the Company or the Executive due to the Disability of the Executive; (v) by the Company for Cause; (vi) by the Executive for other than Good Reason or Disability, upon at least sixty (60) days prior written notice to the Company; or (vii) upon the death of the Executive. Any termination of employment from the Company shall also be deemed to constitute a cessation of services from the Parent. Notice of termination by any party shall be given in writing prior to termination and shall specify the basis for termination and the effective date of termination. Further, notice of termination for Cause by the Company or Good Reason by the Executive shall specify the facts alleged to constitute termination for Cause or Good Reason, as applicable. Except as provided in Section 3(c), the Executive shall not be entitled to any payments or benefits after the effective date of the termination of this Agreement, except for base salary pursuant to Section 2(a) accrued up to the effective date of termination, any unpaid earned and accrued Bonus, if any, pursuant to Section 2(b), pay for accrued but unused vacation that the Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, as provided under the terms of any other employee benefit and compensation agreements or plans applicable to the Executive, expenses required to be reimbursed pursuant to Section 2(d), and any rights to payment the Executive has under Section 2(h).

(c) Termination by the Company without Cause or by the Executive for Good Reason.

(i) If the employment of the Executive is terminated by the Company without Cause or by the Executive for Good Reason, the Company will pay the Executive a multiple as provided below (the "**Severance Multiple**") of the sum of (A) his base salary pursuant to Section 2(a) hereof, plus (B) an amount equal to the average annual Bonus paid to the Executive by the Company or the Parent for the three most recently completed calendar years prior to termination of employment; provided, however, that if the Executive's termination of employment occurs before the Bonus, if any, for the most recently completed calendar year is payable, then the averaging will be determined by reference to the three most recently completed calendar years before that calendar year; provided, further, that in determining such average annual Bonus and such three calendar year period, the Executive's annual bonuses and prior period of employment with Aviv shall be taken into account. The Severance Multiple will initially be equal to 1.75 but if termination of employment occurs less than twenty-one (21) months from when the Term would otherwise end, the Severance Multiple will be reduced to be equal to a number of years, calculated to the closest two decimal places, that would be remaining in the Term absent such termination of employment. Such amount shall be paid in substantially equal installments not less frequently than twice per month over a period of years that is the same as the Severance Multiple commencing as of the date of termination of employment, provided that the first payment shall be made sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment; provided, however, if the Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code, as amended (the "**Code**"), at the date of his termination of employment then, to the extent required to avoid a tax under Code Section 409A, payments which would otherwise have been made during the first six (6) months after termination of employment shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. Notwithstanding the foregoing, if the total payments to be paid to the Executive hereunder, along with any other payments to the Executive, would result in the Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to the Executive without triggering the excise tax, but only if and to the extent that such reduction would result in the Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by the Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the parties agree that the payments provided for in this Section 3(c)(i) are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e, the Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to the Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A. In addition, for purposes of

Code Section 409A, each installment payment of the severance amount as provided for in this Section 3(c)(i) shall be deemed to be a separate payment.

(ii) If the Term is not extended beyond December 31, 2017, or the Term is not extended beyond December 31, 2017 and the Company or the Executive terminates the Executive's employment upon or following expiration of the Term, such termination shall not be deemed to be a termination of the Executive's employment by the Company without Cause or a resignation by Executive for Good Reason.

(iii) Notwithstanding any other provision hereof, as a condition to the payment of the amounts in this Section, the Executive shall be required to execute and not revoke within the revocation period provided therein, the Release. The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i).

(d) Survival. The covenants in Section 3 hereof shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Ownership and Protection of Proprietary Information.

(a) Confidentiality. All Confidential Information and Trade Secrets of the Company and its Affiliates and all physical embodiments thereof received or developed by the Executive while employed by the Company or the Parent are confidential to and are and will remain the sole and exclusive property of the Company and its Affiliates. Except to the extent necessary to perform the duties assigned by the Parent or the Company hereunder, and except to the extent required by law, the Executive will hold such Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information and Trade Secrets or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Confidential Information and Trade Secrets disclosed to or developed by the Executive to lose its character or cease to qualify as Confidential Information or Trade Secrets.

(b) Return of Company Property. Upon request by the Company, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final compensation hereunder (including any payments pursuant to Section 3 hereof), the Executive will promptly deliver to the Company all property belonging to the Company and its Affiliates, including, without limitation, all Confidential Information and Trade Secrets of the Company and its Affiliates (and all embodiments thereof) then in the Executive's custody, control or possession.

(c) Survival. The covenants of confidentiality set forth herein will apply on and after the date hereof to any Confidential Information and Trade Secrets disclosed by the Company or an Affiliate or developed by the Executive while employed or engaged by the Company or the Parent prior to or after the date hereof. The covenants restricting the use of Confidential Information will continue to apply for a period of two years following the termination of this Agreement. The covenants restricting the use of Trade Secrets will continue to apply following termination of this Agreement for so long as permitted by the governing law.

5. Non-Competition and Non-Solicitation Provisions.

(a) The Executive agrees that during the Applicable Period, the Executive will not (except on behalf of or with the prior written consent of the Company, which consent may be withheld in Company's sole discretion), within the Area either directly or indirectly, on his own behalf, or in the service of or on behalf of others, provide managerial services or management consulting services substantially similar to those Executive provides for the Company or an Affiliate to any Competing Business. As of the Effective Date, the Executive acknowledges and agrees that the Business of the Company is conducted in the Area.

(b) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others solicit any individual or entity which is an actual or, to his knowledge, actively sought prospective client of the Company or any of its Affiliates (determined as of date of termination of employment) with whom he had material contact while he was an executive officer of the Parent or the Company, for the purpose of offering services substantially similar to those offered by the Company or an Affiliate.

(c) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit for employment with a Competing Business any person who is a management level employee of the Company or an Affiliate with whom Executive had contact during the last year of Executive's employment with the Company or the Parent. The Executive shall not be deemed to be in breach of this covenant solely because an employer for whom he may perform services may solicit, divert, or hire a management level employee of the Company or an Affiliate provided that Executive does not engage in the activity proscribed by the preceding sentence.

(d) The Executive agrees that during the Applicable Period, except to the extent required by law, he will not make any statement (written or oral) that could reasonably be perceived as disparaging to the Company or any person or entity that he reasonably should know is an Affiliate.

(e) In the event that this Section 5 is determined by a court which has jurisdiction to be unenforceable in part or in whole, the court shall be deemed to have the authority to strike any unenforceable provision, or any part thereof or to revise any provision to the minimum extent necessary to be enforceable to the maximum extent permitted by law.

(f) The provisions of this Section 5 shall survive termination of this Agreement, except that if (i) the Executive remains employed by the Company through December 31, 2017 and the Term expires at December 31, 2017, and as a result no severance is payable pursuant to Section 3 of this Agreement, then the provisions of this Section 5 shall also expire at December 31, 2017.

6. Remedies and Enforceability.

The Executive agrees that the covenants, agreements, and representations contained in Sections 4 and 5 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should the Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the

unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that, in addition to other remedies available to it, including, without limitation, termination of the Executive's employment for Cause, the Company and the Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by the Executive of any of such covenants or agreements.

7. Notice.

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

If to the Company:	Omega Healthcare Investors, Inc. Suite 3500 200 International Circle Hunt Valley MD 21030 Attn: Chairman
If to the Executive:	to the last address the Company has on file for the Executive

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

8. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and the Parent under this Agreement shall inure to the benefit of the Company's and the Parent's successors and assigns. This Agreement may be assigned by the Company or the Parent to any legal successor to the Company's or the Parent's business or to an entity that purchases all or substantially all of the assets of the Company or the Parent, but not otherwise without the prior written consent of the Executive. In the event the Company or the Parent assigns this Agreement as permitted by this Agreement and the Executive remains employed by the assignee, the "Company" as defined herein will refer to the assignee and the Executive will not be deemed to have terminated his employment hereunder until the Executive terminates his employment with the assignee. The Executive may not assign this Agreement.

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

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

(d) Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes the Prior Employment Agreement and all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

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

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

(g) Captions and Section Headings. Except as set forth in Section 9 hereof, captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. Definitions.

(a) "**Affiliate**" means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company.

(b) "**Applicable Period**" means the period commencing as of the Effective Time and ending upon the earlier of (i) twenty-one (21) months after the termination of the Executive's employment with the Company or any of its Affiliates or (ii) December 31, 2017.

(c) "**Area**" means the states, areas and countries listed on Exhibit B hereto and all other states in which the Company or any of its Affiliates owns, acquires, develops, invests in, leases, finances the ownership of, or finances the operation of any skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities or other residential healthcare related real estate.

(d) "**Business of the Company**" means any business with the primary purpose of leasing assets to healthcare operators, or financing the ownership of, or financing the operation of, skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities or other residential healthcare related real estate.

(e) "**Cause**" the occurrence of any of the following events:

(i) willful refusal by the Executive to follow a lawful direction of the Chief Executive Officer of the Parent, provided the direction is not materially inconsistent with the duties or responsibilities of the Executive's position as Chief Corporate Development Officer of the Parent, which refusal continues after the Chief Executive Officer has again given the direction in writing;

(ii) willful misconduct or reckless disregard by the Executive of his duties or with respect to the interest or material property of the Company or an Affiliate;

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

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

(v) commission by the Executive of a felony as reasonably determined by at least two-thirds of the members of the Board of Directors of the Parent; or

(vi) a material breach of this Agreement by the Executive, provided that the nature of such breach shall be set forth with reasonable particularity in a written notice to the Executive who shall have ten (10) days following delivery of such notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Parent, susceptible to a cure.

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

(i) Ventas, Inc.,
(ii) Health Care Property Investors Inc.,
(iii) Healthcare Realty Trust,
(iv) National Health Investors Inc.,
(v) National Health Realty, Inc.,
(vi) Senior Housing Properties Trust,
(vii) Health Care REIT Inc.,
(viii) LTC Properties Inc.,
(ix) Medical Properties Trust, Inc.,
(x) Sabra Health Care REIT, Inc., and
(xi) Formation Capital, LLC.

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

(h) "**Disability**" means the inability of the Executive to perform the material duties of his position hereunder due to a physical, mental, or emotional impairment, for a ninety (90) consecutive

day period or for aggregate of one hundred eighty (180) days during any three hundred sixty-five (365) day period.

(i) "**Good Reason**" means the occurrence of all of the events listed in either (i) or (ii) below:

(i) (A) the Company or the Parent materially breaches this Agreement, including without limitation, a material diminution of the Executive's responsibilities as Chief Corporate Development Officer of the Parent, as reasonably modified by the Chief Executive Officer of the Parent from time to time hereafter, such that the Executive would no longer have responsibilities substantially equivalent to those of other officers with positions similar to chief corporate development officer at companies with similar revenues and market capitalization;

(B) the Executive gives written notice to the Company of the facts and circumstances constituting the breach of the Agreement within ten (10) days following the occurrence of the breach;

(C) the Company fails to remedy the breach within ten (10) days following the Executive's written notice of the breach; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to remedy the breach; or

(ii) (A) the Company requires the Executive to relocate the Executive's primary place of employment to a new location that is more than twenty (20) miles (calculated using the most direct driving route) from its current location, without the Executive's consent;

(B) the Executive gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(C) the Company fails to rescind the notice of relocation within ten (10) days following the Executive's written notice; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

(j) "**Release"** means a comprehensive release, covenant not to sue, and non-disparagement agreement from the Executive in favor of the Company, its executives, officers, directors, Affiliates, and all related parties, in the form attached hereto as Exhibit C; provided, however, the Company may make any changes to the Release as it determines to be necessary only to ensure that the Release is enforceable under applicable law.

(k) "**Term**" has the meaning as set forth in Section 3(a) hereof.

(l) "**Termination of employment**" and similar terms shall refer solely to a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

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

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

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

THE PARENT:

OMEGA HEALTHCARE INVESTORS, INC.

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

THE EXECUTIVE:

/s/ Steven J. Insoft
Steven J. Insoft

EXHIBIT A

Charities and Family Businesses

National Investment Center for Senior Housing and Care (a 501(c)(3) organization)

Nonpublic Healthcare Related Investments

Investment	**Ownership**
None	None

EXHIBIT B

STATES, AREAS AND COUNTRIES

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

England

EXHIBIT C

RELEASE AGREEMENT PURSUANT TO EMPLOYMENT AGREEMENT

This Agreement (this "**Agreement**") is made this ___ day of _____, 20__, among OHI ASSET MANAGEMENT LLC ("**Employer**"), OMEGA HEALTHCARE INVESTORS, INC. ("**Parent**") and _____ ("**Employee**").

Introduction

Employer, Parent and Employee entered into an Employment Agreement dated _____, 2015 (the "**Employment Agreement**").

The Employment Agreement requires that as a condition to Employer's obligation to pay payments and benefits under Section 3(c) of the Employment Agreement (the "**Severance Benefits**"), Employee must provide a release and agree to certain other conditions as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **[For Employee under age 40: The effective date of this Agreement shall be the date on which Employee signs this Agreement ("the Effective Date"), at which time this Agreement shall be fully effective and enforceable.]**

   [For Employee age 40 and over or group termination of Employees age 40 and over: Employee has been offered [twenty-one (21) days] [forty-five (45) days if group termination] from receipt of this Agreement within which to consider this Agreement. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement ("the Effective Date"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate the desire to revoke this Agreement in writing. Employee understands that he or she may sign the Agreement at any time before the expiration of the [twenty-one (21) day] [forty-five (45) day] review period. To the degree Employee chooses not to wait [twenty-one (21) days] [forty-five (45) days] to execute this Agreement, it is because Employee freely and unilaterally chooses to execute this Agreement before that time. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.]

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Severance Benefits.

3. **[For Employee age 40 or over or group termination of Employees age 40 and over: Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and**

that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.]

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

Employee has been advised to consult an attorney prior to entering into this Agreement**[For Employee age 40 or over or group termination of Employees age 40 and over: and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing]**.

[For under age 40: Employee has been offered an ample opportunity from receipt of this Agreement within which to consider this Agreement.]

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

4. **[For group termination of Employees age 40 and over: Employer has _____ [Employer to describe class, unit, or group of individuals covered by termination program, any eligibility factors, and time limits applicable] and such employees comprise the "Decisional Unit." Attached as "Attachment 1" to this Agreement is a list of ages and job titles of persons in the Decisional Unit who were and who were not selected for termination and the offer of consideration for signing the Agreement.]**

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

6. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; **[For Employee age 40 or**

over or group termination of Employees age 40 and over: (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act;] (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

7. The release in the preceding paragraph of this Agreement does not apply to (a) all benefits and awards (including without limitation cash and stock components) which pursuant to the terms of any compensation or benefit plans, programs, or agreements of the Employer are earned or become payable, but which have not yet been paid, and (b) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, (c) unreimbursed business expenses for which Employee is entitled to reimbursement under Employer's policies, (d) any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any, and (e) any rights the Employee may have (if any) to workers compensation benefits.

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

9. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity.

10. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. **[For group termination of Employees age 40 and over: Employee covenants and agrees not to institute, or participate in any way in anyone else's actions involved in instituting, any action against any of the members of the Decisional Unit with respect to any Claim released herein.]**

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

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

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

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

Employee should take this Agreement home and carefully consider all of its provisions before signing it.**[For Employee age 40 or over or group termination of Employees age 40 and over: Employee may take up to [twenty-one (21) days] [forty-five (45) days if group termination] to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired.]** Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

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

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

EMPLOYEE

Steven J. Insoft

Signature

Date Signed

OHI ASSET MANAGEMENT LLC

By: _____

Title: _____

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title: _____

ATTACHMENT I

[Insert descriptive name of decisional unit from the Agreement]

Employees Comprising the “Decisional Unit”

Job Title:	Age:	Participating:	Not Participating:

Exhibit 10.4

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") to be effective as of March 31, 2015 (the "**Effective Date**"), contingent upon the closing of the "**Merger**" (as defined in the Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**")), with certain provisions to effective January 1, 2015 where specified below, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and Robert O. Stephenson (the "**Executive**"). This Agreement shall immediately and automatically be null and void and be of no force or effect if the Merger Agreement is terminated such that the Merger does not occur.

INTRODUCTION

The Company and the Executive are parties to an employment agreement effective November 15, 2013. The Company is an indirect of subsidiary of the Parent. The Parent formed the Company to employ, beginning as of January 1, 2015, individuals who immediately before then were employees of the Company. Accordingly, the Executive has been employed by the Company since January 1, 2015 and has continued to serve as the Chief Financial Officer of the Parent. The Company, the Parent and the Executive now desire to enter into this Agreement to replace and supersede the existing employment agreement.

NOW, THEREFORE, the parties agree as follows:

1. Terms and Conditions of Employment.

(a) Employment. From January 1, 2015 through the Effective Date and during the Term, the Company will employ the Executive, and the Executive (i) will serve on a full-time basis as the Chief Financial Officer of the Parent and the Chief Financial Officer of the Company until a Change in Control, and upon and following a Change in Control will have such job position as may be assigned by the Parent and the Company, and (ii) will have such responsibilities and authority as may from time to time be assigned to the Executive by the Chief Executive Officer of the Parent. In this capacity, Executive will provide unique services to the Parent and the Company and be privy to the Parent's and the Company's Confidential Information and Trade Secrets. The Executive will report to the Chief Executive Officer of the Parent until a Change in Control, and upon and following a Change in Control will report to such position as may be established by the Parent and the Company. The Executive's primary office will be at the Parent's headquarters in such geographic location within the United States as may be determined by the Parent.

(b) Exclusivity. Throughout the Executive's employment hereunder, the Executive shall devote substantially all of the Executive's time, energy and skill during regular business hours to the performance of the duties of the Executive's employment, shall faithfully and industriously perform such duties, and shall diligently follow and implement all management policies and decisions of the Parent; provided, however, that this provision is not intended to prevent the Executive from managing his investments, so long as he gives his duties to the Parent and the Company first priority and such investment activities do not interfere with his performance of duties for the Parent and the Company. Notwithstanding the foregoing, other than with regard to the Executive's duties to the

Parent and the Company, the Executive will not accept any other employment during the Term, perform any consulting services during the Term, or serve on the board of directors or governing body of any other business, except with the prior written consent of the Chief Executive Officer of the Parent. Further, the Executive has disclosed on Exhibit A hereto, all of his nonpublic company healthcare related investments, and agrees not to make any investments during the Term hereof except as a passive investor. The Executive agrees during the Term not to own directly or indirectly equity securities of any public healthcare related company (excluding the Parent) that represents five percent (5%) or more of the value or voting power of the equity securities of such company.

2. Compensation.

(a) Base Salary. The Company shall pay the Executive base salary of $450,000 per annum effective January 1, 2015, which base salary will be subject to review effective as of January 1, 2016, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases. The base salary shall be payable in equal installments, no less frequently than twice per month, in accordance with the Company's regular payroll practices.

(b) Bonus.

(i) The Executive shall be eligible to earn from the Company an annual bonus of 100%, 75% and 50%, respectively, of the Executive's annual base salary for high, target and threshold performance, respectively, (the "**Bonus**"), which Bonus, if any, shall be payable (A) promptly following the availability to the Company of the required data to calculate the Bonus for the year for which the Bonus is earned (which data may in the Compensation Committee's discretion include audited financial statements), and (B) by no later than March 15 of the year following the year for which the Bonus is earned.

(ii) The Bonus metrics, the relative weighting of the bonus metrics and the specific threshold, target and high levels of each metric for 2015 have been previously established by the Compensation Committee. The same performance metrics and the weighting, but not the specific required levels at threshold, target and high, will continue to apply for each subsequent year of the Term unless the Compensation Committee changes the metrics or the weighting by no later than the first ninety (90) days of the year in which such change is to occur. If the Compensation Committee changes the metrics or the weighting with respect to a year, it will communicate the new metrics and the weighting, and the required levels for threshold, target and high performance to the Executive promptly after it approves such changes (which approval must occur no later than the first ninety (90) days of the year in which the change is made or the same metrics, weightings and required levels for threshold, target and high performance utilized in the prior year will continue to be effective). After any such change is made, the changed metrics and the weighting, but not the required levels for threshold, target and high performance, will continue to apply to each subsequent year of the Term, unless the Compensation Committee takes further action to change the metrics or weighting in the same manner described above. Regardless of whether or not the Compensation Committee changes the metrics or the weighting for a year, it will establish the required levels for threshold, target and high performance for the year by no later than the first ninety (90) days of the year; provided, however that if the required levels for threshold, target and high performance for any year are based on objective criteria including, without limitation but by way of example, objective criteria

contained in the Parent's or the Company's annual budget for the then current year, then such required levels for threshold, target and high performance will be established no later than the later of the first ninety (90) days of the year or the date the Board of Directors of the Parent approves the budget or such other objective criteria upon which such required levels are based. Promptly thereafter, the Compensation Committee will communicate the required levels for threshold, target and high performance for the year to the Executive. All required levels for threshold, target and high performance for any year that are based on objective criteria of the type contained in the Parent's or the Company's budget will be based on the Parent's or the Company's budget for the subject year that has been approved by the Board of Directors of the Parent.

(iii) The Executive will be eligible for a prorated Bonus, prorated in accordance with procedures established in the Compensation Committee's discretion, if the Executive terminates employment during a calendar year due to death. In addition, if the Term is not extended beyond December 31, 2017, the Executive will be eligible for a Bonus for 2017 if he remains employed through December 31, 2017. Otherwise, the Executive will be eligible for a Bonus for any calendar year only if the Executive remains employed by the Company on the date the Bonus is paid, unless otherwise provided by the terms of the applicable bonus plan or the Compensation Committee.

(c) Long-Term Incentive Compensation. The Executive shall be entitled to participate in any other long-term incentive compensation program for executive officers generally that is approved by the Compensation Committee.

(d) Expenses. The Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by the Executive in connection with the performance of the Executive's duties of employment hereunder; provided, however, the Executive shall, as a condition of such reimbursement, submit verification of the nature and amount of such expenses in accordance with the reasonable reimbursement policies from time to time adopted by the Company. In the case of taxable reimbursements or in-kind benefits that are subject to Section 409A of the Internal Revenue Code, the policy must provide an objectively determinable nondiscretionary definition of expenses eligible for reimbursement or in-kind benefits to be provided, the expense must be incurred or in-kind benefit must be provided during the period that the Executive is employed by or performing services for the Company, unless a different objectively and specifically prescribed period is specified under the applicable policy, the amount of expenses that are eligible for reimbursement or in-kind benefits provided during the Executive's taxable year may not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, the reimbursement must be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(e) Paid Time Off. The Executive shall be entitled to paid time off in accordance with the terms of Company policy.

(f) Benefits. In addition to the benefits payable to the Executive specifically described herein, the Executive shall be entitled to such benefits as generally may be made available to all other executive officers of the Company from time to time; provided, however, that nothing contained herein shall require the establishment or continuation of any particular plan or program.

(g) Withholding. All payments pursuant to this Agreement shall be reduced for any applicable state, local, or federal tax withholding obligations.

(h) Insurance and Indemnification. The Executive shall be entitled to indemnification, including advancement of expenses (if applicable), in accordance with and to the extent provided by the Parent's bylaws and articles of incorporation and the Company's operating agreement, and any separate indemnification agreement, if any. In addition, the Executive shall be covered under the Company's director and officer liability insurance policy.

3. Term, Termination and Termination Payments.

(a) Term. The term of this Agreement (the "**Term**") shall begin as of the Effective Date and shall continue through December 31, 2017, unless sooner terminated pursuant to Section 3(b) hereof.

(b) Termination. This Agreement and the employment of the Executive by the Company hereunder shall only be terminated: (i) by expiration of the Term; (ii) by the Company without Cause; (iii) by the Executive for Good Reason; (iv) by the Company or the Executive due to the Disability of the Executive; (v) by the Company for Cause; (vi) by the Executive for other than Good Reason or Disability, upon at least sixty (60) days prior written notice to the Company; or (vii) upon the death of the Executive. Any termination of employment from the Company shall also be deemed to constitute a cessation of services from the Parent. Notice of termination by any party shall be given in writing prior to termination and shall specify the basis for termination and the effective date of termination. Further, notice of termination for Cause by the Company or Good Reason by the Executive shall specify the facts alleged to constitute termination for Cause or Good Reason, as applicable. Except as provided in Section 3(c), the Executive shall not be entitled to any payments or benefits after the effective date of the termination of this Agreement, except for base salary pursuant to Section 2(a) accrued up to the effective date of termination, any unpaid earned and accrued Bonus, if any, pursuant to Section 2(b), pay for accrued but unused vacation that the Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, as provided under the terms of any other employee benefit and compensation agreements or plans applicable to the Executive, expenses required to be reimbursed pursuant to Section 2(d), and any rights to payment the Executive has under Section 2(h).

(c) Termination by the Company without Cause or by the Executive for Good Reason.

(i) If the employment of the Executive is terminated by the Company without Cause or by the Executive for Good Reason, the Company will pay the Executive one and one-half times the sum of (A) his base salary pursuant to Section 2(a) hereof, plus (B) an amount equal to the average annual Bonus paid to the Executive by the Company or the Parent for the three most recently completed calendar years prior to termination of employment; provided, however, that if the Executive's termination of employment occurs before the Bonus, if any, for the most recently completed calendar year is payable, then the averaging will be determined by reference to the three most recently completed calendar years before that calendar year. Such amount shall be paid in substantially equal installments not less frequently than twice per month over the eighteen (18) month period commencing as of the date of termination of employment, provided that the first payment shall be made sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment; provided, however, if the

Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code, as amended (the "**Code**"), at the date of his termination of employment then, to the extent required to avoid a tax under Code Section 409A, payments which would otherwise have been made during the first six (6) months after termination of employment shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. Notwithstanding the foregoing, if the total payments to be paid to the Executive hereunder, along with any other payments to the Executive, would result in the Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to the Executive without triggering the excise tax, but only if and to the extent that such reduction would result in the Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by the Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the parties agree that the payments provided for in this Section 3(c) (i) are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e, the Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to the Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A.

(ii) If the Term is not extended beyond December 31, 2017 or the Term is not extended beyond December 31, 2017 and the Company or the Executive terminates the Executive's employment upon or following expiration of the Term, such termination shall not be deemed to be a termination of the Executive's employment by the Company without Cause or a resignation by Executive for Good Reason.

(iii) Notwithstanding any other provision hereof, as a condition to the payment of the amounts in this Section, the Executive shall be required to execute and not revoke within the revocation period provided therein, the Release. The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i).

(d) Survival. The covenants in Section 3 hereof shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Ownership and Protection of Proprietary Information.

(a) Confidentiality. All Confidential Information and Trade Secrets of the Company and its Affiliates and all physical embodiments thereof received or developed by the Executive while employed by the Company or the Parent are confidential to and are and will remain the sole and exclusive property of the Company and its Affiliates. Except to the extent necessary to perform the

duties assigned by the Parent or the Company hereunder, and except to the extent required by law, the Executive will hold such Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information and Trade Secrets or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Confidential Information and Trade Secrets disclosed to or developed by the Executive to lose its character or cease to qualify as Confidential Information or Trade Secrets.

(b) Return of Company Property. Upon request by the Company, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final compensation hereunder (including any payments pursuant to Section 3 hereof), the Executive will promptly deliver to the Company all property belonging to the Company and its Affiliates, including, without limitation, all Confidential Information and Trade Secrets of the Company and its Affiliates (and all embodiments thereof) then in the Executive's custody, control or possession.

(c) Survival. The covenants of confidentiality set forth herein will apply on and after the date hereof to any Confidential Information and Trade Secrets disclosed by the Company or an Affiliate or developed by the Executive while employed or engaged by the Company or the Parent prior to or after the date hereof. The covenants restricting the use of Confidential Information will continue to apply for a period of two years following the termination of this Agreement. The covenants restricting the use of Trade Secrets will continue to apply following termination of this Agreement for so long as permitted by the governing law.

5. Non-Competition and Non-Solicitation Provisions.

(a) The Executive agrees that during the Applicable Period, the Executive will not (except on behalf of or with the prior written consent of the Company, which consent may be withheld in Company's sole discretion), within the Area either directly or indirectly, on his own behalf, or in the service of or on behalf of others, provide managerial services or management consulting services substantially similar to those Executive provides for the Company or an Affiliate to any Competing Business. As of the Effective Date, the Executive acknowledges and agrees that the Business of the Company is conducted in the Area.

(b) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others solicit any individual or entity which is an actual or, to his knowledge, actively sought prospective client of the Company or any of its Affiliates (determined as of date of termination of employment) with whom he had material contact while he was an executive officer of the Parent or the Company, for the purpose of offering services substantially similar to those offered by the Company or an Affiliate.

(c) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit for employment with a Competing Business any person who is a management level employee of the Company or an Affiliate with whom Executive had contact during the last year of Executive's employment with the Company or the Parent. The Executive shall not be deemed to be in breach of this covenant solely because an employer for whom he may perform services may solicit, divert, or hire a management level employee of the Company or an Affiliate provided that Executive does not engage in the activity proscribed by the preceding sentence.

(d) The Executive agrees that during the Applicable Period, except to the extent required by law, he will not make any statement (written or oral) that could reasonably be perceived as disparaging to the Company or any person or entity that he reasonably should know is an Affiliate.

(e) In the event that this Section 5 is determined by a court which has jurisdiction to be unenforceable in part or in whole, the court shall be deemed to have the authority to strike any unenforceable provision, or any part thereof or to revise any provision to the minimum extent necessary to be enforceable to the maximum extent permitted by law.

(f) The provisions of this Section 5 shall survive termination of this Agreement, except that if the Executive remains employed by the Company through December 31, 2017 and the Term expires at December 31, 2017, and as a result no severance is payable pursuant to Section 3 of this Agreement, then the provisions of this Section 5 shall also expire at December 31, 2017.

6. Remedies and Enforceability.

The Executive agrees that the covenants, agreements, and representations contained in Sections 4 and 5 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should the Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that, in addition to other remedies available to it, including, without limitation, termination of the Executive's employment for Cause, the Company and the Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by the Executive of any of such covenants or agreements.

7. Notice.

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

If to the Company:	Omega Healthcare Investors, Inc. Suite 3500 200 International Circle Hunt Valley MD 21030 Attn: Chairman
If to the Executive:	to the last address the Company has on file for the Executive

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

8. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and the Parent under this Agreement shall inure to the benefit of the Company's and the Parent's successors and assigns. This Agreement may be assigned by the Company or the Parent to any legal successor to the Company's or the Parent's business or to an entity that purchases all or substantially all of the assets of the Company or the Parent, but not otherwise without the prior written consent of the Executive. In the event the Company or the Parent assigns this Agreement as permitted by this Agreement and the Executive remains employed by the assignee, the "Company" as defined herein will refer to the assignee and the Executive will not be deemed to have terminated his employment hereunder until the Executive terminates his employment with the assignee. The Executive may not assign this Agreement.

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

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

(d) Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

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

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

(g) Captions and Section Headings. Except as set forth in Section 9 hereof, captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. Definitions.

(a) "**Affiliate**" means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company.

(b) "**Applicable Period**" means the period commencing as of the date of this Agreement and ending eighteen (18) months after the termination of the Executive's employment with the Company or any of its Affiliates.

(c) "**Area**" means the states, areas and countries listed on Exhibit B hereto and all other states in which the Company or any of its Affiliates owns, acquires, develops, invests in, leases, finances the ownership of, or finances the operation of any skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(d) "**Business of the Company**" means any business with the primary purpose of leasing assets to healthcare operators, or financing the ownership of or financing the operation of skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(e) "**Cause**" the occurrence of any of the following events:

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

(ii) willful misconduct or reckless disregard by the Executive of his duties or with respect to the interest or material property of the Company or an Affiliate;

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

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

(v) commission by the Executive of a felony as reasonably determined by at least two-thirds of the members of the Board of Directors of the Parent; or

(vi) a material breach of this Agreement by the Executive, provided that the nature of such breach shall be set forth with reasonable particularity in a written notice to the Executive who shall have ten (10) days following delivery of such notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Parent, susceptible to a cure.

(f) "**Change in Control**" means any one of the following events which occurs following the Effective Date:

(i) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Parent or any employee benefit plan of the Parent or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Parent that in the aggregate represent

thirty percent (30%) or more of the total voting power of the Parent's then outstanding equity securities;

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

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

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

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

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

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

(i) Ventas, Inc.,
(ii) Health Care Property Investors Inc.,
(iii) Healthcare Realty Trust,

(iv) National Health Investors Inc.,
(v) National Health Realty, Inc.,
(vi) Senior Housing Properties Trust,
(vii) Health Care REIT Inc.,
(viii) LTC Properties Inc.,
(ix) Medical Properties Trust, Inc.,
(x) Sabra Health Care REIT, Inc., and
(xi) Formation Capital, LLC.

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

(i) "**Disability**" means the inability of the Executive to perform the material duties of his position hereunder due to a physical, mental, or emotional impairment, for a ninety (90) consecutive day period or for aggregate of one hundred eighty (180) days during any three hundred sixty-five (365) day period.

(j) "**Good Reason**" means the occurrence of all of the events listed in either (i) or (ii) below:

(i) (A) the Company or the Parent materially breaches this Agreement, including without limitation, a material diminution, but only prior to a Change in Control, of the Executive's responsibilities as Chief Financial Officer of the Parent, as reasonably modified by the Chief Executive Officer of the Parent from time to time hereafter, such that the Executive would no longer have responsibilities substantially equivalent to those of other chief financial officers at companies with similar revenues and market capitalization;

(B) the Executive gives written notice to the Company of the facts and circumstances constituting the breach of the Agreement within ten (10) days following the occurrence of the breach;

(C) the Company fails to remedy the breach within ten (10) days following the Executive's written notice of the breach; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to remedy the breach; or

(ii) (A) the Company requires the Executive to relocate the Executive's primary place of employment to a new location that is more than fifty (50) miles

(calculated using the most direct driving route) from its current location, without the Executive's consent;

(B) the Executive gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(C) the Company fails to rescind the notice of relocation within ten (10) days following the Executive's written notice; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

(k) "**Release**" means a comprehensive release, covenant not to sue, and non-disparagement agreement from the Executive in favor of the Company, its executives, officers, directors, Affiliates, and all related parties, in the form attached hereto as Exhibit C; provided, however, the Company may make any changes to the Release as it determines to be necessary only to ensure that the Release is enforceable under applicable law.

(l) "**Term**" has the meaning as set forth in Section 3(a) hereof.

(m) "**Termination of employment**" and similar terms shall refer solely to a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

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

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

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

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

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

THE EXECUTIVE:
/s/ Robert O. Stephenson
Robert O. Stephenson

EXHIBIT A

Investment	**Ownership**
None	None

EXHIBIT B

STATES, AREAS AND COUNTRIES

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

England

EXHIBIT C

RELEASE AGREEMENT PURSUANT TO EMPLOYMENT AGREEMENT

This Agreement (this "**Agreement**") is made this ___ day of _____, 20__, among OHI ASSET MANAGEMENT LLC ("**Employer**"), OMEGA HEALTHCARE INVESTORS, INC. ("**Parent**") and _____ ("**Employee**").

Introduction

Employer, Parent and Employee entered into an Employment Agreement dated _____, 2015 (the "**Employment Agreement**").

The Employment Agreement requires that as a condition to Employer's obligation to pay payments and benefits under Section 3(c) of the Employment Agreement (the "**Severance Benefits**"), Employee must provide a release and agree to certain other conditions as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **[For Employee under age 40: The effective date of this Agreement shall be the date on which Employee signs this Agreement ("the Effective Date"), at which time this Agreement shall be fully effective and enforceable.]**

   [For Employee age 40 and over or group termination of Employees age 40 and over: Employee has been offered [twenty-one (21) days] [forty-five (45) days if group termination] from receipt of this Agreement within which to consider this Agreement. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement ("the Effective Date"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate the desire to revoke this Agreement in writing. Employee understands that he or she may sign the Agreement at any time before the expiration of the [twenty-one (21) day] [forty-five (45) day] review period. To the degree Employee chooses not to wait [twenty-one (21) days] [forty-five (45) days] to execute this Agreement, it is because Employee freely and unilaterally chooses to execute this Agreement before that time. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.]

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Severance Benefits.

3. **[For Employee age 40 or over or group termination of Employees age 40 and over: Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and**

that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.]

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

Employee has been advised to consult an attorney prior to entering into this Agreement**[For Employee age 40 or over or group termination of Employees age 40 and over: and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing]**.

[For under age 40: Employee has been offered an ample opportunity from receipt of this Agreement within which to consider this Agreement.]

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

4. **[For group termination of Employees age 40 and over: Employer has _____ [Employer to describe class, unit, or group of individuals covered by termination program, any eligibility factors, and time limits applicable] and such employees comprise the "Decisional Unit." Attached as "Attachment 1" to this Agreement is a list of ages and job titles of persons in the Decisional Unit who were and who were not selected for termination and the offer of consideration for signing the Agreement.]**

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

6. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; **[For Employee age 40 or**

over or group termination of Employees age 40 and over: (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act;] (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

7. The release in the preceding paragraph of this Agreement does not apply to (a) all benefits and awards (including without limitation cash and stock components) which pursuant to the terms of any compensation or benefit plans, programs, or agreements of the Employer are earned or become payable, but which have not yet been paid, and (b) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, (c) unreimbursed business expenses for which Employee is entitled to reimbursement under Employer's policies, (d) any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any, and (e) any rights the Employee may have (if any) to workers compensation benefits.

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

9. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity.

10. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. **[For group termination of Employees age 40 and over: Employee covenants and agrees not to institute, or participate in any way in anyone else's actions involved in instituting, any action against any of the members of the Decisional Unit with respect to any Claim released herein.]**

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

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

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

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

Employee should take this Agreement home and carefully consider all of its provisions before signing it.**[For Employee age 40 or over or group termination of Employees age 40 and over: Employee may take up to [twenty-one (21) days] [forty-five (45) days if group termination] to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired.]** Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

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

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

EMPLOYEE

Robert O. Stephenson

Signature

Date Signed

OHI ASSET MANAGEMENT LLC

By: _____

Title: _____

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title: _____

ATTACHMENT I

[Insert descriptive name of decisional unit from the Agreement]

<u>Employees Comprising the “Decisional Unit”</u>

Job Title:	Age:	Participating:	Not Participating:

Exhibit 10.5

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") to be effective as of March 31, 2015 (the "**Effective Date**"), contingent upon the closing of the "**Merger**" (as defined in the Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**")), with certain provisions to effective January 1, 2015 where specified below, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and R. Lee Crabill (the "**Executive**"). This Agreement shall immediately and automatically be null and void and be of no force or effect if the Merger Agreement is terminated such that the Merger does not occur.

INTRODUCTION

The Company and the Executive are parties to an employment agreement effective November 15, 2013. The Company is an indirect of subsidiary of the Parent. The Parent formed the Company to employ, beginning as of January 1, 2015, individuals who immediately before then were employees of the Company. Accordingly, the Executive has been employed by the Company since January 1, 2015 and has continued to serve as the Senior Vice President of Operations of the Parent. The Company, the Parent and the Executive now desire to enter into this Agreement to replace and supersede the existing employment agreement.

NOW, THEREFORE, the parties agree as follows:

1. Terms and Conditions of Employment.

(a) Employment. From January 1, 2015 through the Effective Date and during the Term, the Company will employ the Executive, and the Executive (i) will serve on a full-time basis as the Senior Vice President of Operations of the Parent and the Senior Vice President of Operations of the Company until a Change in Control, and upon and following a Change in Control will have such job position as may be assigned by the Parent and the Company, and (ii) will have such responsibilities and authority as may from time to time be assigned to the Executive by the Chief Executive Officer of the Parent. In this capacity, Executive will provide unique services to the Parent and the Company and be privy to the Parent's and the Company's Confidential Information and Trade Secrets. The Executive will report to the Chief Executive Officer of the Parent until a Change in Control, and upon and following a Change in Control will report to such position as may be established by the Parent and the Company. The Executive's primary office will be at the Parent's headquarters in such geographic location within the United States as may be determined by the Parent.

(b) Exclusivity. Throughout the Executive's employment hereunder, the Executive shall devote substantially all of the Executive's time, energy and skill during regular business hours to the performance of the duties of the Executive's employment, shall faithfully and industriously perform such duties, and shall diligently follow and implement all management policies and decisions of the Parent; provided, however, that this provision is not intended to prevent the Executive from managing his investments, so long as he gives his duties to the Parent and the Company first priority and such investment activities do not interfere with his performance of duties for the Parent and the Company. Notwithstanding the foregoing, other than with regard to the Executive's duties to the

Parent and the Company, the Executive will not accept any other employment during the Term, perform any consulting services during the Term, or serve on the board of directors or governing body of any other business, except with the prior written consent of the Chief Executive Officer of the Parent. Further, the Executive has disclosed on Exhibit A hereto, all of his nonpublic company healthcare related investments, and agrees not to make any investments during the Term hereof except as a passive investor. The Executive agrees during the Term not to own directly or indirectly equity securities of any public healthcare related company (excluding the Parent) that represents five percent (5%) or more of the value or voting power of the equity securities of such company.

2. Compensation.

(a) Base Salary. The Company shall pay the Executive base salary of $350,000 per annum effective January 1, 2015, which base salary will be subject to review effective as of January 1, 2016, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases. The base salary shall be payable in equal installments, no less frequently than twice per month, in accordance with the Company's regular payroll practices.

(b) Bonus.

(i) The Executive shall be eligible to earn from the Company an annual bonus of 80%, 60% and 40%, respectively, of the Executive's annual base salary for high, target and threshold performance, respectively, (the "**Bonus**"), which Bonus, if any, shall be payable (A) promptly following the availability to the Company of the required data to calculate the Bonus for the year for which the Bonus is earned (which data may in the Compensation Committee's discretion include audited financial statements), and (B) by no later than March 15 of the year following the year for which the Bonus is earned.

(ii) The Bonus metrics, the relative weighting of the bonus metrics and the specific threshold, target and high levels of each metric for 2015 have been previously established by the Compensation Committee. The same performance metrics and the weighting, but not the specific required levels at threshold, target and high, will continue to apply for each subsequent year of the Term unless the Compensation Committee changes the metrics or the weighting by no later than the first ninety (90) days of the year in which such change is to occur. If the Compensation Committee changes the metrics or the weighting with respect to a year, it will communicate the new metrics and the weighting, and the required levels for threshold, target and high performance to the Executive promptly after it approves such changes (which approval must occur no later than the first ninety (90) days of the year in which the change is made or the same metrics, weightings and required levels for threshold, target and high performance utilized in the prior year will continue to be effective). After any such change is made, the changed metrics and the weighting, but not the required levels for threshold, target and high performance, will continue to apply to each subsequent year of the Term, unless the Compensation Committee takes further action to change the metrics or weighting in the same manner described above. Regardless of whether or not the Compensation Committee changes the metrics or the weighting for a year, it will establish the required levels for threshold, target and high performance for the year by no later than the first ninety (90) days of the year; provided, however that if the required levels for threshold, target and high performance for any year are based on objective criteria including, without limitation but by way of example, objective criteria

contained in the Parent's or the Company's annual budget for the then current year, then such required levels for threshold, target and high performance will be established no later than the later of the first ninety (90) days of the year or the date the Board of Directors of the Parent approves the budget or such other objective criteria upon which such required levels are based. Promptly thereafter, the Compensation Committee will communicate the required levels for threshold, target and high performance for the year to the Executive. All required levels for threshold, target and high performance for any year that are based on objective criteria of the type contained in the Parent's or the Company's budget will be based on the Parent's or the Company's budget for the subject year that has been approved by the Board of Directors of the Parent.

(iii) The Executive will be eligible for a prorated Bonus, prorated in accordance with procedures established in the Compensation Committee's discretion, if the Executive terminates employment during a calendar year due to death. In addition, if the Term is not extended beyond December 31, 2017, the Executive will be eligible for a Bonus for 2017 if he remains employed through December 31, 2017. Otherwise, the Executive will be eligible for a Bonus for any calendar year only if the Executive remains employed by the Company on the date the Bonus is paid, unless otherwise provided by the terms of the applicable bonus plan or the Compensation Committee.

(c) Long-Term Incentive Compensation. The Executive shall be entitled to participate in any other long-term incentive compensation program for executive officers generally that is approved by the Compensation Committee.

(d) Expenses. The Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by the Executive in connection with the performance of the Executive's duties of employment hereunder; provided, however, the Executive shall, as a condition of such reimbursement, submit verification of the nature and amount of such expenses in accordance with the reasonable reimbursement policies from time to time adopted by the Company. In the case of taxable reimbursements or in-kind benefits that are subject to Section 409A of the Internal Revenue Code, the policy must provide an objectively determinable nondiscretionary definition of expenses eligible for reimbursement or in-kind benefits to be provided, the expense must be incurred or in-kind benefit must be provided during the period that the Executive is employed by or performing services for the Company, unless a different objectively and specifically prescribed period is specified under the applicable policy, the amount of expenses that are eligible for reimbursement or in-kind benefits provided during the Executive's taxable year may not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, the reimbursement must be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(e) Paid Time Off. The Executive shall be entitled to paid time off in accordance with the terms of Company policy.

(f) Benefits. In addition to the benefits payable to the Executive specifically described herein, the Executive shall be entitled to such benefits as generally may be made available to all other executive officers of the Company from time to time; provided, however, that nothing contained herein shall require the establishment or continuation of any particular plan or program.

(g) Withholding. All payments pursuant to this Agreement shall be reduced for any applicable state, local, or federal tax withholding obligations.

(h) Insurance and Indemnification. The Executive shall be entitled to indemnification, including advancement of expenses (if applicable), in accordance with and to the extent provided by the Parent's bylaws and articles of incorporation and the Company's operating agreement, and any separate indemnification agreement, if any. In addition, the Executive shall be covered under the Company's director and officer liability insurance policy.

3. Term, Termination and Termination Payments.

(a) Term. The term of this Agreement (the "**Term**") shall begin as of the Effective Date and shall continue through December 31, 2017, unless sooner terminated pursuant to Section 3(b) hereof.

(b) Termination. This Agreement and the employment of the Executive by the Company hereunder shall only be terminated: (i) by expiration of the Term; (ii) by the Company without Cause; (iii) by the Executive for Good Reason; (iv) by the Company or the Executive due to the Disability of the Executive; (v) by the Company for Cause; (vi) by the Executive for other than Good Reason or Disability, upon at least sixty (60) days prior written notice to the Company; or (vii) upon the death of the Executive. Any termination of employment from the Company shall also be deemed to constitute a cessation of services from the Parent. Notice of termination by any party shall be given in writing prior to termination and shall specify the basis for termination and the effective date of termination. Further, notice of termination for Cause by the Company or Good Reason by the Executive shall specify the facts alleged to constitute termination for Cause or Good Reason, as applicable. Except as provided in Section 3(c), the Executive shall not be entitled to any payments or benefits after the effective date of the termination of this Agreement, except for base salary pursuant to Section 2(a) accrued up to the effective date of termination, any unpaid earned and accrued Bonus, if any, pursuant to Section 2(b), pay for accrued but unused vacation that the Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, as provided under the terms of any other employee benefit and compensation agreements or plans applicable to the Executive, expenses required to be reimbursed pursuant to Section 2(d), and any rights to payment the Executive has under Section 2(h).

(c) Termination by the Company without Cause or by the Executive for Good Reason.

(i) If the employment of the Executive is terminated by the Company without Cause or by the Executive for Good Reason, the Company will pay the Executive one and one-half times the sum of (A) his base salary pursuant to Section 2(a) hereof, plus (B) an amount equal to the average annual Bonus paid to the Executive by the Company or the Parent for the three most recently completed calendar years prior to termination of employment; provided, however, that if the Executive's termination of employment occurs before the Bonus, if any, for the most recently completed calendar year is payable, then the averaging will be determined by reference to the three most recently completed calendar years before that calendar year. Such amount shall be paid in substantially equal installments not less frequently than twice per month over the eighteen (18) month period commencing as of the date of termination of employment, provided that the first payment shall be made sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment; provided, however, if the

Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code, as amended (the "**Code**"), at the date of his termination of employment then, to the extent required to avoid a tax under Code Section 409A, payments which would otherwise have been made during the first six (6) months after termination of employment shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. Notwithstanding the foregoing, if the total payments to be paid to the Executive hereunder, along with any other payments to the Executive, would result in the Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to the Executive without triggering the excise tax, but only if and to the extent that such reduction would result in the Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by the Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the parties agree that the payments provided for in this Section 3(c) (i) are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e, the Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to the Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A.

(ii) If the Term is not extended beyond December 31, 2017 or the Term is not extended beyond December 31, 2017 and the Company or the Executive terminates the Executive's employment upon or following expiration of the Term, such termination shall not be deemed to be a termination of the Executive's employment by the Company without Cause or a resignation by Executive for Good Reason.

(iii) Notwithstanding any other provision hereof, as a condition to the payment of the amounts in this Section, the Executive shall be required to execute and not revoke within the revocation period provided therein, the Release. The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i).

(d) Survival. The covenants in Section 3 hereof shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Ownership and Protection of Proprietary Information.

(a) Confidentiality. All Confidential Information and Trade Secrets of the Company and its Affiliates and all physical embodiments thereof received or developed by the Executive while employed by the Company or the Parent are confidential to and are and will remain the sole and exclusive property of the Company and its Affiliates. Except to the extent necessary to perform the

duties assigned by the Parent or the Company hereunder, and except to the extent required by law, the Executive will hold such Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information and Trade Secrets or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Confidential Information and Trade Secrets disclosed to or developed by the Executive to lose its character or cease to qualify as Confidential Information or Trade Secrets.

(b) Return of Company Property. Upon request by the Company, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final compensation hereunder (including any payments pursuant to Section 3 hereof), the Executive will promptly deliver to the Company all property belonging to the Company and its Affiliates, including, without limitation, all Confidential Information and Trade Secrets of the Company and its Affiliates (and all embodiments thereof) then in the Executive's custody, control or possession.

(c) Survival. The covenants of confidentiality set forth herein will apply on and after the date hereof to any Confidential Information and Trade Secrets disclosed by the Company or an Affiliate or developed by the Executive while employed or engaged by the Company or the Parent prior to or after the date hereof. The covenants restricting the use of Confidential Information will continue to apply for a period of two years following the termination of this Agreement. The covenants restricting the use of Trade Secrets will continue to apply following termination of this Agreement for so long as permitted by the governing law.

5. Non-Competition and Non-Solicitation Provisions.

(a) The Executive agrees that during the Applicable Period, the Executive will not (except on behalf of or with the prior written consent of the Company, which consent may be withheld in Company's sole discretion), within the Area either directly or indirectly, on his own behalf, or in the service of or on behalf of others, provide managerial services or management consulting services substantially similar to those Executive provides for the Company or an Affiliate to any Competing Business. As of the Effective Date, the Executive acknowledges and agrees that the Business of the Company is conducted in the Area.

(b) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others solicit any individual or entity which is an actual or, to his knowledge, actively sought prospective client of the Company or any of its Affiliates (determined as of date of termination of employment) with whom he had material contact while he was an executive officer of the Parent or the Company, for the purpose of offering services substantially similar to those offered by the Company or an Affiliate.

(c) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit for employment with a Competing Business any person who is a management level employee of the Company or an Affiliate with whom Executive had contact during the last year of Executive's employment with the Company or the Parent. The Executive shall not be deemed to be in breach of this covenant solely because an employer for whom he may perform services may solicit, divert, or hire a management level employee of the Company or an Affiliate provided that Executive does not engage in the activity proscribed by the preceding sentence.

(d) The Executive agrees that during the Applicable Period, except to the extent required by law, he will not make any statement (written or oral) that could reasonably be perceived as disparaging to the Company or any person or entity that he reasonably should know is an Affiliate.

(e) In the event that this Section 5 is determined by a court which has jurisdiction to be unenforceable in part or in whole, the court shall be deemed to have the authority to strike any unenforceable provision, or any part thereof or to revise any provision to the minimum extent necessary to be enforceable to the maximum extent permitted by law.

(f) The provisions of this Section 5 shall survive termination of this Agreement, except that if the Executive remains employed by the Company through December 31, 2017 and the Term expires at December 31, 2017, and as a result no severance is payable pursuant to Section 3 of this Agreement, then the provisions of this Section 5 shall also expire at December 31, 2017.

6. Remedies and Enforceability.

The Executive agrees that the covenants, agreements, and representations contained in Sections 4 and 5 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should the Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that, in addition to other remedies available to it, including, without limitation, termination of the Executive's employment for Cause, the Company and the Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by the Executive of any of such covenants or agreements.

7. Notice.

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

If to the Company:	Omega Healthcare Investors, Inc. Suite 3500 200 International Circle Hunt Valley MD 21030 Attn: Chairman
If to the Executive:	to the last address the Company has on file for the Executive

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

8. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and the Parent under this Agreement shall inure to the benefit of the Company's and the Parent's successors and assigns. This Agreement may be assigned by the Company or the Parent to any legal successor to the Company's or the Parent's business or to an entity that purchases all or substantially all of the assets of the Company or the Parent, but not otherwise without the prior written consent of the Executive. In the event the Company or the Parent assigns this Agreement as permitted by this Agreement and the Executive remains employed by the assignee, the "Company" as defined herein will refer to the assignee and the Executive will not be deemed to have terminated his employment hereunder until the Executive terminates his employment with the assignee. The Executive may not assign this Agreement.

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

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

(d) Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

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

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

(g) Captions and Section Headings. Except as set forth in Section 9 hereof, captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. Definitions.

(a) "**Affiliate**" means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company.

(b) "**Applicable Period**" means the period commencing as of the date of this Agreement and ending eighteen (18) months after the termination of the Executive's employment with the Company or any of its Affiliates.

(c) "**Area**" means the states, areas and countries listed on Exhibit B hereto and all other states in which the Company or any of its Affiliates owns, acquires, develops, invests in, leases, finances the ownership of, or finances the operation of any skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(d) "**Business of the Company**" means any business with the primary purpose of leasing assets to healthcare operators, or financing the ownership of or financing the operation of skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(e) "**Cause**" the occurrence of any of the following events:

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

(ii) willful misconduct or reckless disregard by the Executive of his duties or with respect to the interest or material property of the Company or an Affiliate;

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

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

(v) commission by the Executive of a felony as reasonably determined by at least two-thirds of the members of the Board of Directors of the Parent; or

(vi) a material breach of this Agreement by the Executive, provided that the nature of such breach shall be set forth with reasonable particularity in a written notice to the Executive who shall have ten (10) days following delivery of such notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Parent, susceptible to a cure.

(f) "**Change in Control**" means any one of the following events which occurs following the Effective Date:

(i) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Parent or any employee benefit plan of the Parent or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Parent that in the aggregate represent

thirty percent (30%) or more of the total voting power of the Parent's then outstanding equity securities;

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

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

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

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

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

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

(i) Ventas, Inc.,
(ii) Health Care Property Investors Inc.,
(iii) Healthcare Realty Trust,

(iv) National Health Investors Inc.,
(v) National Health Realty, Inc.,
(vi) Senior Housing Properties Trust,
(vii) Health Care REIT Inc.,
(viii) LTC Properties Inc.,
(ix) Medical Properties Trust, Inc.,
(x) Sabra Health Care REIT, Inc., and
(xi) Formation Capital, LLC.

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

(i) "**Disability**" means the inability of the Executive to perform the material duties of his position hereunder due to a physical, mental, or emotional impairment, for a ninety (90) consecutive day period or for aggregate of one hundred eighty (180) days during any three hundred sixty-five (365) day period.

(j) "**Good Reason**" means the occurrence of all of the events listed in either (i) or (ii) below:

(i) (A) the Company or the Parent materially breaches this Agreement, including without limitation, a material diminution, but only prior to a Change in Control, of the Executive's responsibilities as Senior Vice President of Operations of the Parent, as reasonably modified by the Chief Executive Officer of the Parent from time to time hereafter, such that the Executive would no longer have responsibilities substantially equivalent to those of other senior vice presidents of operations at companies with similar revenues and market capitalization;

(B) the Executive gives written notice to the Company of the facts and circumstances constituting the breach of the Agreement within ten (10) days following the occurrence of the breach;

(C) the Company fails to remedy the breach within ten (10) days following the Executive's written notice of the breach; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to remedy the breach; or

(ii) (A) the Company requires the Executive to relocate the Executive's primary place of employment to a new location that is more than fifty (50) miles

(calculated using the most direct driving route) from its current location, without the Executive's consent;

(B) the Executive gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(C) the Company fails to rescind the notice of relocation within ten (10) days following the Executive's written notice; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

(k) "**Release**" means a comprehensive release, covenant not to sue, and non-disparagement agreement from the Executive in favor of the Company, its executives, officers, directors, Affiliates, and all related parties, in the form attached hereto as Exhibit C; provided, however, the Company may make any changes to the Release as it determines to be necessary only to ensure that the Release is enforceable under applicable law.

(l) "**Term**" has the meaning as set forth in Section 3(a) hereof.

(m) "**Termination of employment**" and similar terms shall refer solely to a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

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

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

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

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

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

THE EXECUTIVE:
/s/ R. Lee Crabill
R. Lee Crabill

EXHIBIT A

Investment	**Ownership**
None	None

EXHIBIT B

STATES, AREAS AND COUNTRIES

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

England

EXHIBIT C

RELEASE AGREEMENT PURSUANT TO EMPLOYMENT AGREEMENT

This Agreement (this "**Agreement**") is made this ___ day of _____, 20__, among OHI ASSET MANAGEMENT LLC ("**Employer**"), OMEGA HEALTHCARE INVESTORS, INC. ("**Parent**") and _____ ("**Employee**").

Introduction

Employer, Parent and Employee entered into an Employment Agreement dated _____, 2015 (the "**Employment Agreement**").

The Employment Agreement requires that as a condition to Employer's obligation to pay payments and benefits under Section 3(c) of the Employment Agreement (the "**Severance Benefits**"), Employee must provide a release and agree to certain other conditions as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **[For Employee under age 40: The effective date of this Agreement shall be the date on which Employee signs this Agreement ("the Effective Date"), at which time this Agreement shall be fully effective and enforceable.]**

   [For Employee age 40 and over or group termination of Employees age 40 and over: Employee has been offered [twenty-one (21) days] [forty-five (45) days if group termination] from receipt of this Agreement within which to consider this Agreement. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement ("the Effective Date"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate the desire to revoke this Agreement in writing. Employee understands that he or she may sign the Agreement at any time before the expiration of the [twenty-one (21) day] [forty-five (45) day] review period. To the degree Employee chooses not to wait [twenty-one (21) days] [forty-five (45) days] to execute this Agreement, it is because Employee freely and unilaterally chooses to execute this Agreement before that time. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.]

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Severance Benefits.

3. **[For Employee age 40 or over or group termination of Employees age 40 and over: Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and**

that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.]

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

Employee has been advised to consult an attorney prior to entering into this Agreement**[For Employee age 40 or over or group termination of Employees age 40 and over: and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing]**.

[For under age 40: Employee has been offered an ample opportunity from receipt of this Agreement within which to consider this Agreement.]

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

4. **[For group termination of Employees age 40 and over: Employer has _____ [Employer to describe class, unit, or group of individuals covered by termination program, any eligibility factors, and time limits applicable] and such employees comprise the "Decisional Unit." Attached as "Attachment 1" to this Agreement is a list of ages and job titles of persons in the Decisional Unit who were and who were not selected for termination and the offer of consideration for signing the Agreement.]**

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

6. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; **[For Employee age 40 or**

over or group termination of Employees age 40 and over: (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act;] (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

7. The release in the preceding paragraph of this Agreement does not apply to (a) all benefits and awards (including without limitation cash and stock components) which pursuant to the terms of any compensation or benefit plans, programs, or agreements of the Employer are earned or become payable, but which have not yet been paid, and (b) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, (c) unreimbursed business expenses for which Employee is entitled to reimbursement under Employer's policies, (d) any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any, and (e) any rights the Employee may have (if any) to workers compensation benefits.

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

9. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity.

10. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. **[For group termination of Employees age 40 and over: Employee covenants and agrees not to institute, or participate in any way in anyone else's actions involved in instituting, any action against any of the members of the Decisional Unit with respect to any Claim released herein.]**

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

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

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

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

Employee should take this Agreement home and carefully consider all of its provisions before signing it.**[For Employee age 40 or over or group termination of Employees age 40 and over: Employee may take up to [twenty-one (21) days] [forty-five (45) days if group termination] to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired.]** Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

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

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

EMPLOYEE

R. Lee Crabill

Signature

Date Signed

OHI ASSET MANAGEMENT LLC

By: _____

Title: _____

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title: _____

ATTACHMENT I

[Insert descriptive name of decisional unit from the Agreement]

<u>Employees Comprising the "Decisional Unit"</u>

Job Title:	Age:	Participating:	Not Participating:

Exhibit 10.6

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") to be effective as of March 31, 2015 (the "**Effective Date**"), contingent upon the closing of the "**Merger**" (as defined in the Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**")), with certain provisions to effective January 1, 2015 where specified below, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and Michael Ritz (the "**Executive**"). This Agreement shall immediately and automatically be null and void and be of no force or effect if the Merger Agreement is terminated such that the Merger does not occur.

INTRODUCTION

The Company and the Executive are parties to an employment agreement effective November 15, 2013. The Company is an indirect of subsidiary of the Parent. The Parent formed the Company to employ, beginning as of January 1, 2015, individuals who immediately before then were employees of the Company. Accordingly, the Executive has been employed by the Company since January 1, 2015 and has continued to serve as the Chief Accounting Officer of the Parent. The Company, the Parent and the Executive now desire to enter into this Agreement to replace and supersede the existing employment agreement.

NOW, THEREFORE, the parties agree as follows:

1. Terms and Conditions of Employment.

(a) Employment. From January 1, 2015 through the Effective Date and during the Term, the Company will employ the Executive, and the Executive (i) will serve on a full-time basis as the Chief Accounting Officer of the Parent and the Chief Accounting Officer of the Company until a Change in Control, and upon and following a Change in Control will have such job position as may be assigned by the Parent and the Company, and (ii) will have such responsibilities and authority as may from time to time be assigned to the Executive by the Chief Executive Officer of the Parent. In this capacity, Executive will provide unique services to the Parent and the Company and be privy to the Parent's and the Company's Confidential Information and Trade Secrets. The Executive will report to the Chief Executive Officer of the Parent until a Change in Control, and upon and following a Change in Control will report to such position as may be established by the Parent and the Company. The Executive's primary office will be at the Parent's headquarters in such geographic location within the United States as may be determined by the Parent.

(b) Exclusivity. Throughout the Executive's employment hereunder, the Executive shall devote substantially all of the Executive's time, energy and skill during regular business hours to the performance of the duties of the Executive's employment, shall faithfully and industriously perform such duties, and shall diligently follow and implement all management policies and decisions of the Parent; provided, however, that this provision is not intended to prevent the Executive from managing his investments, so long as he gives his duties to the Parent and the Company first priority and such investment activities do not interfere with his performance of duties for the Parent and the Company. Notwithstanding the foregoing, other than with regard to the Executive's duties to the

Parent and the Company, the Executive will not accept any other employment during the Term, perform any consulting services during the Term, or serve on the board of directors or governing body of any other business, except with the prior written consent of the Chief Executive Officer of the Parent. Further, the Executive has disclosed on Exhibit A hereto, all of his nonpublic company healthcare related investments, and agrees not to make any investments during the Term hereof except as a passive investor. The Executive agrees during the Term not to own directly or indirectly equity securities of any public healthcare related company (excluding the Parent) that represents five percent (5%) or more of the value or voting power of the equity securities of such company.

2. Compensation.

(a) Base Salary. The Company shall pay the Executive base salary of $300,000 per annum effective January 1, 2015, which base salary will be subject to review effective as of January 1, 2016, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases. The base salary shall be payable in equal installments, no less frequently than twice per month, in accordance with the Company's regular payroll practices.

(b) Bonus.

(i) The Executive shall be eligible to earn from the Company an annual bonus of 80%, 60% and 40%, respectively, of the Executive's annual base salary for high, target and threshold performance, respectively, (the "**Bonus**"), which Bonus, if any, shall be payable (A) promptly following the availability to the Company of the required data to calculate the Bonus for the year for which the Bonus is earned (which data may in the Compensation Committee's discretion include audited financial statements), and (B) by no later than March 15 of the year following the year for which the Bonus is earned.

(ii) The Bonus metrics, the relative weighting of the bonus metrics and the specific threshold, target and high levels of each metric for 2015 have been previously established by the Compensation Committee. The same performance metrics and the weighting, but not the specific required levels at threshold, target and high, will continue to apply for each subsequent year of the Term unless the Compensation Committee changes the metrics or the weighting by no later than the first ninety (90) days of the year in which such change is to occur. If the Compensation Committee changes the metrics or the weighting with respect to a year, it will communicate the new metrics and the weighting, and the required levels for threshold, target and high performance to the Executive promptly after it approves such changes (which approval must occur no later than the first ninety (90) days of the year in which the change is made or the same metrics, weightings and required levels for threshold, target and high performance utilized in the prior year will continue to be effective). After any such change is made, the changed metrics and the weighting, but not the required levels for threshold, target and high performance, will continue to apply to each subsequent year of the Term, unless the Compensation Committee takes further action to change the metrics or weighting in the same manner described above. Regardless of whether or not the Compensation Committee changes the metrics or the weighting for a year, it will establish the required levels for threshold, target and high performance for the year by no later than the first ninety (90) days of the year; provided, however that if the required levels for threshold, target and high performance for any year are based on objective criteria including, without limitation but by way of example, objective criteria

contained in the Parent's or the Company's annual budget for the then current year, then such required levels for threshold, target and high performance will be established no later than the later of the first ninety (90) days of the year or the date the Board of Directors of the Parent approves the budget or such other objective criteria upon which such required levels are based. Promptly thereafter, the Compensation Committee will communicate the required levels for threshold, target and high performance for the year to the Executive. All required levels for threshold, target and high performance for any year that are based on objective criteria of the type contained in the Parent's or the Company's budget will be based on the Parent's or the Company's budget for the subject year that has been approved by the Board of Directors of the Parent.

(iii) The Executive will be eligible for a prorated Bonus, prorated in accordance with procedures established in the Compensation Committee's discretion, if the Executive terminates employment during a calendar year due to death. In addition, if the Term is not extended beyond December 31, 2017, the Executive will be eligible for a Bonus for 2017 if he remains employed through December 31, 2017. Otherwise, the Executive will be eligible for a Bonus for any calendar year only if the Executive remains employed by the Company on the date the Bonus is paid, unless otherwise provided by the terms of the applicable bonus plan or the Compensation Committee.

(c) Long-Term Incentive Compensation. The Executive shall be entitled to participate in any other long-term incentive compensation program for executive officers generally that is approved by the Compensation Committee.

(d) Expenses. The Executive shall be entitled to be reimbursed in accordance with Company policy for reasonable and necessary expenses incurred by the Executive in connection with the performance of the Executive's duties of employment hereunder; provided, however, the Executive shall, as a condition of such reimbursement, submit verification of the nature and amount of such expenses in accordance with the reasonable reimbursement policies from time to time adopted by the Company. In the case of taxable reimbursements or in-kind benefits that are subject to Section 409A of the Internal Revenue Code, the policy must provide an objectively determinable nondiscretionary definition of expenses eligible for reimbursement or in-kind benefits to be provided, the expense must be incurred or in-kind benefit must be provided during the period that the Executive is employed by or performing services for the Company, unless a different objectively and specifically prescribed period is specified under the applicable policy, the amount of expenses that are eligible for reimbursement or in-kind benefits provided during the Executive's taxable year may not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, the reimbursement must be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(e) Paid Time Off. The Executive shall be entitled to paid time off in accordance with the terms of Company policy.

(f) Benefits. In addition to the benefits payable to the Executive specifically described herein, the Executive shall be entitled to such benefits as generally may be made available to all other executive officers of the Company from time to time; provided, however, that nothing contained herein shall require the establishment or continuation of any particular plan or program.

(g) Withholding. All payments pursuant to this Agreement shall be reduced for any applicable state, local, or federal tax withholding obligations.

(h) Insurance and Indemnification. The Executive shall be entitled to indemnification, including advancement of expenses (if applicable), in accordance with and to the extent provided by the Parent's bylaws and articles of incorporation and the Company's operating agreement, and any separate indemnification agreement, if any. In addition, the Executive shall be covered under the Company's director and officer liability insurance policy.

3. Term, Termination and Termination Payments.

(a) Term. The term of this Agreement (the "**Term**") shall begin as of the Effective Date and shall continue through December 31, 2017, unless sooner terminated pursuant to Section 3(b) hereof.

(b) Termination. This Agreement and the employment of the Executive by the Company hereunder shall only be terminated: (i) by expiration of the Term; (ii) by the Company without Cause; (iii) by the Executive for Good Reason; (iv) by the Company or the Executive due to the Disability of the Executive; (v) by the Company for Cause; (vi) by the Executive for other than Good Reason or Disability, upon at least sixty (60) days prior written notice to the Company; or (vii) upon the death of the Executive. Any termination of employment from the Company shall also be deemed to constitute a cessation of services from the Parent. Notice of termination by any party shall be given in writing prior to termination and shall specify the basis for termination and the effective date of termination. Further, notice of termination for Cause by the Company or Good Reason by the Executive shall specify the facts alleged to constitute termination for Cause or Good Reason, as applicable. Except as provided in Section 3(c), the Executive shall not be entitled to any payments or benefits after the effective date of the termination of this Agreement, except for base salary pursuant to Section 2(a) accrued up to the effective date of termination, any unpaid earned and accrued Bonus, if any, pursuant to Section 2(b), pay for accrued but unused vacation that the Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, as provided under the terms of any other employee benefit and compensation agreements or plans applicable to the Executive, expenses required to be reimbursed pursuant to Section 2(d), and any rights to payment the Executive has under Section 2(h).

(c) Termination by the Company without Cause or by the Executive for Good Reason.

(i) If the employment of the Executive is terminated by the Company without Cause or by the Executive for Good Reason, the Company will pay the Executive one times the sum of (A) his base salary pursuant to Section 2(a) hereof, plus (B) an amount equal to the average annual Bonus paid to the Executive by the Company or the Parent for the three most recently completed calendar years prior to termination of employment; provided, however, that if the Executive's termination of employment occurs before the Bonus, if any, for the most recently completed calendar year is payable, then the averaging will be determined by reference to the three most recently completed calendar years before that calendar year. Such amount shall be paid in substantially equal installments not less frequently than twice per month over the twelve (12) month period commencing as of the date of termination of employment, provided that the first payment shall be made sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment; provided, however, if the Executive

is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code, as amended (the "**Code**"), at the date of his termination of employment then, to the extent required to avoid a tax under Code Section 409A, payments which would otherwise have been made during the first six (6) months after termination of employment shall be withheld and paid to the Executive during the seventh month following the date of his termination of employment. Notwithstanding the foregoing, if the total payments to be paid to the Executive hereunder, along with any other payments to the Executive, would result in the Executive being subject to the excise tax imposed by Code Section 4999, the Company shall reduce the aggregate payments to the largest amount which can be paid to the Executive without triggering the excise tax, but only if and to the extent that such reduction would result in the Executive retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by the Executive will be made by the Company after consultation with its advisors and in material compliance with applicable law. For this purpose, the parties agree that the payments provided for in this Section 3(c) (i) are intended to be reasonable compensation for refraining from performing services after termination of employment (i.e, the Executive's obligations pursuant to Sections 4, 5 and 6) to the maximum extent possible, and if necessary or desirable, the Company will retain a valuator or consultant to determine the amount constituting reasonable compensation. If payments are to be reduced, to the extent permissible under Code Section 4999, payments will be reduced in a manner that maximizes the after-tax economic benefit to the Executive and to the extent consistent with that objective, in the following order of precedence: (A) first, payments will be reduced in order of those with the highest ratio of value for purposes of the calculation of the parachute payment to projected actual taxable compensation to those with the lowest such ratio, (B) second, cash payments will be reduced before non-cash payments, and (C) third, payments to be made latest in time will be reduced first. Any reduction will be made in a manner that is intended to avoid a tax being incurred under Code Section 409A.

(ii) If the Term is not extended beyond December 31, 2017 or the Term is not extended beyond December 31, 2017 and the Company or the Executive terminates the Executive's employment upon or following expiration of the Term, such termination shall not be deemed to be a termination of the Executive's employment by the Company without Cause or a resignation by Executive for Good Reason.

(iii) Notwithstanding any other provision hereof, as a condition to the payment of the amounts in this Section, the Executive shall be required to execute and not revoke within the revocation period provided therein, the Release. The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i).

(d) Survival. The covenants in Section 3 hereof shall survive the termination of this Agreement and shall not be extinguished thereby.

4. Ownership and Protection of Proprietary Information.

(a) Confidentiality. All Confidential Information and Trade Secrets of the Company and its Affiliates and all physical embodiments thereof received or developed by the Executive while employed by the Company or the Parent are confidential to and are and will remain the sole and exclusive property of the Company and its Affiliates. Except to the extent necessary to perform the

duties assigned by the Parent or the Company hereunder, and except to the extent required by law, the Executive will hold such Confidential Information and Trade Secrets in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information and Trade Secrets or any physical embodiments thereof and may in no event take any action causing or fail to take the action necessary in order to prevent, any Confidential Information and Trade Secrets disclosed to or developed by the Executive to lose its character or cease to qualify as Confidential Information or Trade Secrets.

(b) Return of Company Property. Upon request by the Company, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final compensation hereunder (including any payments pursuant to Section 3 hereof), the Executive will promptly deliver to the Company all property belonging to the Company and its Affiliates, including, without limitation, all Confidential Information and Trade Secrets of the Company and its Affiliates (and all embodiments thereof) then in the Executive's custody, control or possession.

(c) Survival. The covenants of confidentiality set forth herein will apply on and after the date hereof to any Confidential Information and Trade Secrets disclosed by the Company or an Affiliate or developed by the Executive while employed or engaged by the Company or the Parent prior to or after the date hereof. The covenants restricting the use of Confidential Information will continue to apply for a period of two years following the termination of this Agreement. The covenants restricting the use of Trade Secrets will continue to apply following termination of this Agreement for so long as permitted by the governing law.

5. Non-Competition and Non-Solicitation Provisions.

(a) The Executive agrees that during the Applicable Period, the Executive will not (except on behalf of or with the prior written consent of the Company, which consent may be withheld in Company's sole discretion), within the Area either directly or indirectly, on his own behalf, or in the service of or on behalf of others, provide managerial services or management consulting services substantially similar to those Executive provides for the Company or an Affiliate to any Competing Business. As of the Effective Date, the Executive acknowledges and agrees that the Business of the Company is conducted in the Area.

(b) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others solicit any individual or entity which is an actual or, to his knowledge, actively sought prospective client of the Company or any of its Affiliates (determined as of date of termination of employment) with whom he had material contact while he was an executive officer of the Parent or the Company, for the purpose of offering services substantially similar to those offered by the Company or an Affiliate.

(c) The Executive agrees that during the Applicable Period, he will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit for employment with a Competing Business any person who is a management level employee of the Company or an Affiliate with whom Executive had contact during the last year of Executive's employment with the Company or the Parent. The Executive shall not be deemed to be in breach of this covenant solely because an employer for whom he may perform services may solicit, divert, or hire a management level employee of the Company or an Affiliate provided that Executive does not engage in the activity proscribed by the preceding sentence.

(d) The Executive agrees that during the Applicable Period, except to the extent required by law, he will not make any statement (written or oral) that could reasonably be perceived as disparaging to the Company or any person or entity that he reasonably should know is an Affiliate.

(e) In the event that this Section 5 is determined by a court which has jurisdiction to be unenforceable in part or in whole, the court shall be deemed to have the authority to strike any unenforceable provision, or any part thereof or to revise any provision to the minimum extent necessary to be enforceable to the maximum extent permitted by law.

(f) The provisions of this Section 5 shall survive termination of this Agreement, except that if the Executive remains employed by the Company through December 31, 2017 and the Term expires at December 31, 2017, and as a result no severance is payable pursuant to Section 3 of this Agreement, then the provisions of this Section 5 shall also expire at December 31, 2017.

6. Remedies and Enforceability.

The Executive agrees that the covenants, agreements, and representations contained in Sections 4 and 5 hereof are of the essence of this Agreement; that each of such covenants are reasonable and necessary to protect and preserve the interests and properties of the Company and its Affiliates; that irreparable loss and damage will be suffered by the Company and its Affiliates should the Executive breach any of such covenants and agreements; that each of such covenants and agreements is separate, distinct and severable not only from the other of such covenants and agreements but also from the other and remaining provisions of this Agreement; that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreements or any other provision or provisions of this Agreement; and that, in addition to other remedies available to it, including, without limitation, termination of the Executive's employment for Cause, the Company and the Parent shall be entitled to seek both temporary and permanent injunctions to prevent a breach or contemplated breach by the Executive of any of such covenants or agreements.

7. Notice.

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

If to the Company:	Omega Healthcare Investors, Inc. Suite 3500 200 International Circle Hunt Valley MD 21030 Attn: Chairman
If to the Executive:	to the last address the Company has on file for the Executive

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

8. Miscellaneous.

(a) Assignment. The rights and obligations of the Company and the Parent under this Agreement shall inure to the benefit of the Company's and the Parent's successors and assigns. This Agreement may be assigned by the Company or the Parent to any legal successor to the Company's or the Parent's business or to an entity that purchases all or substantially all of the assets of the Company or the Parent, but not otherwise without the prior written consent of the Executive. In the event the Company or the Parent assigns this Agreement as permitted by this Agreement and the Executive remains employed by the assignee, the "Company" as defined herein will refer to the assignee and the Executive will not be deemed to have terminated his employment hereunder until the Executive terminates his employment with the assignee. The Executive may not assign this Agreement.

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

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

(d) Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

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

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

(g) Captions and Section Headings. Except as set forth in Section 9 hereof, captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. Definitions.

(a) "**Affiliate**" means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company.

(b) "**Applicable Period**" means the period commencing as of the date of this Agreement and ending twelve (12) months after the termination of the Executive's employment with the Company or any of its Affiliates.

(c) "**Area**" means the states, areas and countries listed on Exhibit B hereto and all other states in which the Company or any of its Affiliates owns, acquires, develops, invests in, leases, finances the ownership of, or finances the operation of any skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(d) "**Business of the Company**" means any business with the primary purpose of leasing assets to healthcare operators, or financing the ownership of or financing the operation of skilled nursing facilities, senior housing, long-term care facilities, assisted living facilities, or other residential healthcare-related real estate.

(e) "**Cause**" the occurrence of any of the following events:

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

(ii) willful misconduct or reckless disregard by the Executive of his duties or with respect to the interest or material property of the Company or an Affiliate;

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

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

(v) commission by the Executive of a felony as reasonably determined by at least two-thirds of the members of the Board of Directors of the Parent; or

(vi) a material breach of this Agreement by the Executive, provided that the nature of such breach shall be set forth with reasonable particularity in a written notice to the Executive who shall have ten (10) days following delivery of such notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Parent, susceptible to a cure.

(f) "**Change in Control**" means any one of the following events which occurs following the Effective Date:

(i) the acquisition within a twelve (12) month period, directly or indirectly, by any "person" or "persons" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than the Parent or any employee benefit plan of the Parent or an Affiliate, or any corporation pursuant to a reorganization, merger or consolidation, of equity securities of the Parent that in the aggregate represent

thirty percent (30%) or more of the total voting power of the Parent's then outstanding equity securities;

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

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

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

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

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

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

(i) Ventas, Inc.,
(ii) Health Care Property Investors Inc.,
(iii) Healthcare Realty Trust,

(iv) National Health Investors Inc.,
(v) National Health Realty, Inc.,
(vi) Senior Housing Properties Trust,
(vii) Health Care REIT Inc.,
(viii) LTC Properties Inc.,
(ix) Medical Properties Trust, Inc.,
(x) Sabra Health Care REIT, Inc., and
(xi) Formation Capital, LLC.

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

(i) "**Disability**" means the inability of the Executive to perform the material duties of his position hereunder due to a physical, mental, or emotional impairment, for a ninety (90) consecutive day period or for aggregate of one hundred eighty (180) days during any three hundred sixty-five (365) day period.

(j) "**Good Reason**" means the occurrence of all of the events listed in either (i) or (ii) below:

(i) (A) the Company or the Parent materially breaches this Agreement, including without limitation, a material diminution, but only prior to a Change in Control, of the Executive's responsibilities as Chief Accounting Officer of the Parent, as reasonably modified by the Chief Executive Officer of the Parent from time to time hereafter, such that the Executive would no longer have responsibilities substantially equivalent to those of other chief accounting officers at companies with similar revenues and market capitalization;

(B) the Executive gives written notice to the Company of the facts and circumstances constituting the breach of the Agreement within ten (10) days following the occurrence of the breach;

(C) the Company fails to remedy the breach within ten (10) days following the Executive's written notice of the breach; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to remedy the breach; or

(ii) (A) the Company requires the Executive to relocate the Executive's primary place of employment to a new location that is more than fifty (50) miles

(calculated using the most direct driving route) from its current location, without the Executive's consent;

(B) the Executive gives written notice to the Company within ten (10) days following receipt of notice of relocation of his objection to the relocation;

(C) the Company fails to rescind the notice of relocation within ten (10) days following the Executive's written notice; and

(D) the Executive terminates his employment within thirty (30) days following the Company's failure to rescind the notice.

(k) "**Release**" means a comprehensive release, covenant not to sue, and non-disparagement agreement from the Executive in favor of the Company, its executives, officers, directors, Affiliates, and all related parties, in the form attached hereto as Exhibit C; provided, however, the Company may make any changes to the Release as it determines to be necessary only to ensure that the Release is enforceable under applicable law.

(l) "**Term**" has the meaning as set forth in Section 3(a) hereof.

(m) "**Termination of employment**" and similar terms shall refer solely to a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

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

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

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

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

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

THE EXECUTIVE:
/s/ Michael Ritz
Michael Ritz

EXHIBIT A

Investment	**Ownership**
None	None

EXHIBIT B

STATES, AREAS AND COUNTRIES

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

England

EXHIBIT C

RELEASE AGREEMENT PURSUANT TO EMPLOYMENT AGREEMENT

This Agreement (this "**Agreement**") is made this ___ day of _____, 20__, among OHI ASSET MANAGEMENT LLC ("**Employer**"), OMEGA HEALTHCARE INVESTORS, INC. ("**Parent**") and _____ ("**Employee**").

Introduction

Employer, Parent and Employee entered into an Employment Agreement dated _____, 2015 (the "**Employment Agreement**").

The Employment Agreement requires that as a condition to Employer's obligation to pay payments and benefits under Section 3(c) of the Employment Agreement (the "**Severance Benefits**"), Employee must provide a release and agree to certain other conditions as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **[For Employee under age 40: The effective date of this Agreement shall be the date on which Employee signs this Agreement ("the Effective Date"), at which time this Agreement shall be fully effective and enforceable.]**

[For Employee age 40 and over or group termination of Employees age 40 and over: Employee has been offered [twenty-one (21) days] [forty-five (45) days if group termination] from receipt of this Agreement within which to consider this Agreement. The effective date of this Agreement shall be the date eight (8) days after the date on which Employee signs this Agreement ("the Effective Date"). For a period of seven (7) days following Employee's execution of this Agreement, Employee may revoke this Agreement, and this Agreement shall not become effective or enforceable until such seven (7) day period has expired. Employee must communicate the desire to revoke this Agreement in writing. Employee understands that he or she may sign the Agreement at any time before the expiration of the [twenty-one (21) day] [forty-five (45) day] review period. To the degree Employee chooses not to wait [twenty-one (21) days] [forty-five (45) days] to execute this Agreement, it is because Employee freely and unilaterally chooses to execute this Agreement before that time. Employee's signing of the Agreement triggers the commencement of the seven (7) day revocation period.]

2. In exchange for Employee's execution of this Agreement and in full and complete settlement of any claims as specifically provided in this Agreement, the Employer will provide Employee with the Severance Benefits.

3. **[For Employee age 40 or over or group termination of Employees age 40 and over: Employee acknowledges and agrees that this Agreement is in compliance with the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and**

that the releases set forth in this Agreement shall be applicable, without limitation, to any claims brought under these Acts.]

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

Employee has been advised to consult an attorney prior to entering into this Agreement**[For Employee age 40 or over or group termination of Employees age 40 and over: and this provision of the Agreement satisfies the requirement of the Older Workers Benefit Protection Act that Employee be so advised in writing]**.

[For under age 40: Employee has been offered an ample opportunity from receipt of this Agreement within which to consider this Agreement.]

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

4. **[For group termination of Employees age 40 and over: Employer has _____ [Employer to describe class, unit, or group of individuals covered by termination program, any eligibility factors, and time limits applicable] and such employees comprise the "Decisional Unit." Attached as "Attachment 1" to this Agreement is a list of ages and job titles of persons in the Decisional Unit who were and who were not selected for termination and the offer of consideration for signing the Agreement.]**

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

6. As a material inducement to Employer and Parent to enter into this Agreement, Employee hereby irrevocably releases Employer and Parent and each of the owners, stockholders, predecessors, successors, directors, officers, employees, representatives, attorneys, affiliates (and agents, directors, officers, employees, representatives and attorneys of such affiliates) of Employer and Parent and all persons acting by, through, under or in concert with them (collectively, the "**Releasees**"), from any and all charges, claims, liabilities, agreements, damages, causes of action, suits, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Employee Retirement Income Security Act ("**ERISA**"); (3) 42 U.S.C. § 1981 (discrimination); (4) the Americans with Disabilities Act (disability discrimination); (5) the Equal Pay Act; **[For Employee age 40 or**

over or group termination of Employees age 40 and over: (6) the Age Discrimination in Employment Act; (7) the Older Workers Benefit Protection Act;] (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); (8) Section 503 of the Rehabilitation Act of 1973 (disability discrimination); (9) negligence; (10) negligent hiring and/or negligent retention; (11) intentional or negligent infliction of emotional distress or outrage; (12) defamation; (13) interference with employment; (14) wrongful discharge; (15) invasion of privacy; or (16) violation of any other legal or contractual duty arising under the laws of the State of Maryland or the laws of the United States ("**Claim**" or "**Claims**"), which Employee now has, or claims to have, or which Employee at any time heretofore had, or claimed to have, or which Employee at any time hereinafter may have, or claim to have, against each or any of the Releasees, in each case as to acts or omissions by each or any of the Releasees up to the time Employee signs this Agreement.

7. The release in the preceding paragraph of this Agreement does not apply to (a) all benefits and awards (including without limitation cash and stock components) which pursuant to the terms of any compensation or benefit plans, programs, or agreements of the Employer are earned or become payable, but which have not yet been paid, and (b) pay for accrued but unused vacation that Employer is legally obligated to pay Employee, if any, and only if the Employer is so obligated, (c) unreimbursed business expenses for which Employee is entitled to reimbursement under Employer's policies, (d) any rights to indemnification that Employee has under any directors and officers or other insurance policy Employer maintains or under the bylaws and articles of incorporation of Employer, and under any indemnification agreement, if any, and (e) any rights the Employee may have (if any) to workers compensation benefits.

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

9. Except as set forth in this Section, Employee agrees not to disclose the existence or terms of this Agreement to anyone. However, Employee may disclose it to a member of his immediate family or legal or financial advisors if necessary and on the condition that the family member or advisor similarly does not disclose these terms to anyone. Employee understands that he will be responsible for any disclosure by a family member or advisor as if he had disclosed it himself. This restriction does not prohibit Employee's disclosure of this Agreement or its terms to the extent necessary during a legal action to enforce this Agreement or to the extent Employee is legally compelled to make a disclosure. However, Employee will notify Employer promptly upon becoming aware of that legal necessity and provide it with reasonable details of that legal necessity.

10. Employee has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim he releases in this Agreement. Employee promises never to file or pursue a lawsuit, complaint or charge based on any Claim released by this Agreement, except that Employee may participate in an investigation or proceeding conducted by an agency of the United States Government or of any state. Notwithstanding the foregoing, Employee is not prohibited from filing a charge with the Equal Employment Opportunity Commission but expressly waives his right to personal recovery as a result of such charge. Employee also has not assigned or transferred any claim he is releasing, nor has he purported to do so. **[For group termination of Employees age 40 and over: Employee covenants and agrees not to institute, or participate in any way in anyone else's actions involved in instituting, any action against any of the members of the Decisional Unit with respect to any Claim released herein.]**

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

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

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

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

Employee should take this Agreement home and carefully consider all of its provisions before signing it.**[For Employee age 40 or over or group termination of Employees age 40 and over: Employee may take up to [twenty-one (21) days] [forty-five (45) days if group termination] to decide whether Employee wants to accept and sign this Agreement. Also, if Employee signs this Agreement, Employee will then have an additional seven (7) days in which to revoke Employee's acceptance of this Agreement after Employee has signed it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the seven (7) day revocation period has expired.]** Again, Employee is free and encouraged to discuss the contents and advisability of signing this Agreement with an attorney of Employee's choosing.

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

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

EMPLOYEE

Michael Ritz

Signature

Date Signed

OHI ASSET MANAGEMENT LLC

By:

Title:

OMEGA HEALTHCARE INVESTORS, INC.

By:

Title:

ATTACHMENT I

[Insert descriptive name of decisional unit from the Agreement]

<u>Employees Comprising the "Decisional Unit"</u>

Job Title:	Age:	Participating:	Not Participating:

Exhibit 10.7

RESTRICTED STOCK UNITS AWARD
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

THIS AGREEMENT is made as of the Grant Date, by Omega Healthcare Investors, Inc. (the "**Company**") to _____ (the "**Recipient**").

Upon and subject to the Terms and Conditions attached hereto and incorporated herein by reference as part of this Agreement, the Company hereby awards as of the Grant Date to the Recipient the number of Restricted Stock Units set forth below (the "**Restricted Stock Units Grant**" or the "**Award**"). Underlined and capitalized captions in Items A through G below shall have the meanings therein ascribed to them.

A. Grant Date: March 31, 2015.

B. Plan: (under which Restricted Stock Units Grant is granted): Omega Healthcare Investors, Inc. 2013 Stock Incentive Plan.

C. Restricted Stock Units: _____ Restricted Stock Units, which represents the right of the Recipient to receive upon vesting the same number of shares of the Company's common stock ("**Common Stock**"), subject to adjustment as provided in the attached Terms and Conditions.

D. Dividend Equivalents: Each Restricted Stock Unit shall accrue Dividend Equivalents, an amount equal to the dividends payable on one share of Common Stock to a shareholder of record on or after January 1, 2015 and until the date that the shares of Common Stock attributable to the Vested Stock Units are issued or the Restricted Stock Units are forfeited.

E. Distribution Date of Common Stock: The shares of Common Stock attributable to the Vested Stock Units shall be issued to the Recipient on the date the Restricted Stock Units become vested. Notwithstanding the foregoing or any other provision hereof, distribution of the shares of Common Stock shall be delayed to the extent provided in any deferral agreement between the Recipient and the Company.

F. Distribution Date of Dividend Equivalents: The Dividend Equivalents shall be paid to the Recipient on the same date that the related dividends are paid to shareholders of record, subject to required tax withholding; provided, however that any Dividend Equivalents that are accrued and owing as of the Grant Date shall be paid within ten (10) days after the Grant Date. Notwithstanding the foregoing or any other provision hereof, distribution of Dividend Equivalents shall be delayed to the extent provided in any deferral agreement between the Recipient and the Company and shall be paid in the form provided in such agreement.

G. Vesting Schedule: The Restricted Stock Units shall vest according to the Vesting Schedule attached hereto as Exhibit 1 (the "**Vesting Schedule**"). The Restricted Stock Units which have become vested pursuant to the Vesting Schedule are herein referred to as the "**Vested Stock Units**."

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

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Title: _____

TERMS AND CONDITIONS TO THE
RESTRICTED STOCK UNITS AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

1 . Vested Stock Units. Upon vesting, the Company shall cause the shares of Common Stock attributable to the Vested Stock Units to be issued in book-entry form in the name of the Recipient.

2. Tax Withholding.

(a) The minimum amount of the required tax obligations imposed on the Company by reason of the issuance of the shares of Common Stock attributable to Vested Stock Units shall be satisfied by reducing the actual number of shares of Common Stock by the number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock on the Distribution Date of Common Stock, is sufficient, together with cash in lieu of any fractional share, to satisfy such tax withholding, assuming that (i) the Recipient does not make a valid election to satisfy tax withholding in cash pursuant to Subsection (b), and (ii) the Committee does not determine that tax withholding will be required to be satisfied in another manner.

(b) However, the Recipient may elect in writing by notice to the Company received at least ten (10) days before the earliest Distribution Date of Common Stock to satisfy such tax withholding obligation in cash by the earliest Distribution Date of Common Stock, as provided in Subsection (a)(i). If the Recipient fails to timely satisfy payment of the cash amount, then Subsection (a) shall apply.

(c) To the extent that the Recipient is required to satisfy the tax withholding obligation in this Section in cash, the Company shall withhold the cash from any cash payments then owed to the Recipient, or if none, the Recipient shall timely remit the cash amount.

(d) If the Recipient does not timely satisfy payment of the tax withholding obligation, the Recipient will forfeit the Vested Stock Units.

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

4. Change in Capitalization.

(a) The number and kind of shares issuable under this Agreement shall

be proportionately adjusted for nonreciprocal transactions between the Company and the holders of Common Stock that cause the per share value of the shares of Common Stock subject to this Award to change, such as a stock dividend, stock split, spinoff, or rights offering (each an "**Equity Restructuring**"). No fractional shares shall be issued in making such adjustment.

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

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

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

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

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

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

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

9. Entire Agreement. This Agreement, together with the terms and conditions set forth in the Plan, expresses the entire understanding and agreement of the parties with respect to the subject matter. In the event of a conflict between the terms of the Plan and this Agreement, the Plan shall govern.

1 0 . No Right to Continued Retention. Neither the establishment of the Plan nor the award of Restricted Stock Units hereunder shall be construed as giving Recipient the right to continued service with the Company or an Affiliate.

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

1 2 . Headings and Capitalized Terms. Except as otherwise provided in this Agreement, section headings used herein are for convenience of reference only and shall not be considered in construing this Award. Capitalized terms used, but not defined, in this Agreement shall be given the meaning ascribed to them in the Plan.

13. Definitions. As used in these Terms and Conditions and this Agreement:

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

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

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

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

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

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

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

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

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

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

(d) a reorganization, merger or consolidation, with respect to which persons who were the holders of equity securities of the Company immediately

prior to such reorganization, merger or consolidation, immediately thereafter, own equity securities of the surviving entity representing less than fifty percent (50%) of the combined ordinary voting power of the then outstanding voting securities of the surviving entity; or

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

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

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

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

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

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

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

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

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

(ii) the Company or the Affiliate which employs the Recipient fails to remedy the event within ten (10) days following the Recipient's written notice; and

(iii) the Recipient terminates his employment within thirty (30) days following the Company's and the Affiliate's failure to remedy the event.

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

VESTING SCHEDULE

A. The Restricted Stock Units shall become Vested Stock Units in accordance with the schedule below:

Date	Percentage of Restricted Stock Units which are Vested Stock Units
December 31, 2017	100%

; provided the Recipient must remain an employee, director or consultant of the Company or an Affiliate through the indicated date set forth above to vest in accordance with the schedule above.

B. Notwithstanding the foregoing, if more than sixty (60) days before a Change in Control and in the year set forth in the schedule below:

1. the Recipient ceases services as an employee, director or consultant of the Company and all Affiliates due to the Recipient's death or Disability,

2. the Recipient resigns from the Company and all Affiliates for Good Reason, or

3. the Company and all Affiliates terminate the Recipient's employment without Cause,

then the percentage of the Restricted Stock Units in the schedule set forth below shall become Vested Stock Units if they have not been previously forfeited.

Year of Termination	Percentage of Restricted Stock Units which are Vested Stock Units
2015	$33^{1}/_{3}$%
2016	$66^{2}/_{3}$%
2017	100%

C. Notwithstanding the foregoing, if a Change in Control occurs on or after the Grant Date and before December 31, 2017, and within (i) sixty (60) days before a Change in Control or (ii) after a Change in Control:

1. the Recipient ceases services as an employee, director or consultant of the Company and all Affiliates due to the Recipient's death or Disability,

2. the Recipient resigns from the Company and all Affiliates for Good Reason, or

3. the Company and all Affiliates terminate the Recipient's employment without Cause.

then all Restricted Stock Units shall become Vested Stock Units as of the later of the date of the Change in Control or the date of termination of employment if they have not been previously forfeited.

D. Restricted Stock Units which have not become Vested Stock Units as of the earlier of December 31, 2017 or, except as provided in Item C above, the Recipient's cessation of services as an employee, director, or consultant of the Company and all Affiliates shall be forfeited.

E. Notwithstanding any other provisions of this Agreement, the Restricted Stock Units shall immediately be forfeited if the Agreement and Plan of Merger dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**") is terminated such that the "**Merger**" (as defined in the Merger Agreement) does not occur.

Exhibit 10.8

PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

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

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

A. Grant Date: March 31, 2015.

B. Plan (under which Restricted Unit Grant is granted): Omega Healthcare Investors, Inc. 2013 Stock Incentive Plan.

C. Vested Restricted Units: The Recipient shall earn a number of Vested Restricted Units determined pursuant to Exhibit 1. Each Vested Restricted Unit represents the Company's unsecured obligation to issue one share of the Company's common stock ("**Common Stock**") and related Dividend Equivalents (as defined below) in accordance with this Agreement.

D. Dividends Equivalents. Each Restricted Unit shall accrue Dividend Equivalents, an amount per unit equal to the dividends per share paid on one share of Common Stock to a shareholder of record on or after January 1, 2015 and until the distribution date specified in Item F below.

E. Distribution Date of Vested Shares. Shares of Common Stock attributable to Vested Restricted Units ("**Vested Shares**") shall be issued and distributed upon the earlier of the dates listed below, subject to receipt from the Recipient of the required tax withholding:

1. within ten (10) business days following the last day of each calendar quarter in 2018; or

2. the date of a Change in Control.

Notwithstanding the foregoing, distribution shall be delayed to the extent provided in any deferral agreement between the Recipient and the Company.

F. Distribution Dates of Dividend Equivalents. Subject to required tax withholding, accrued Dividend Equivalents attributable to Restricted Units which become Earned Unvested Restricted Units (as defined in Exhibit 1) shall be distributed to the Recipient within ten (10) business days following the last day of the Performance Period, and

thereafter, future Dividend Equivalents on Earned Unvested Restricted Units and Vested Restricted Units shall be distributed to Recipient on the same date on the same date that the related dividends are paid to shareholders of record. Notwithstanding the foregoing or any other provision hereof, distribution of Dividend Equivalents shall be deferred to the extent provided in any deferral agreement between the Recipient and the Company and shall be paid in the form provided in such agreement. Dividend Equivalents on Restricted Units which do not become Earned Unvested Restricted Units are forfeited.

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

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

Name: _____

Title: _____

TERMS AND CONDITIONS TO THE
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

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

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

3. Tax Withholding.

(a) The minimum amount of the required tax obligations imposed on the Company by reason of the issuance of the Vested Shares shall be satisfied by reducing the actual number of Vested Shares by the number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock on the Distribution Date, is sufficient, together with cash in lieu of any fractional share, to satisfy such tax withholding, assuming that (i) the Recipient does not make a valid election to satisfy tax withholding in cash pursuant to Subsection (b), and (ii) the Committee does not determine that tax withholding will be required to be satisfied in another manner.

(b) However, the Recipient may elect in writing by notice to the Company received at least ten (10) days before the earliest Distribution Date to satisfy such tax withholding obligation in cash by the earliest Distribution Date, as provided in Subsection (a)(i). If the Recipient fails to timely satisfy payment of the cash amount, then Subsection (a) shall apply.

(c) To the extent that the Recipient is required to satisfy the tax withholding obligation in this Section in cash, the Company shall withhold the cash from any cash payments then owed to the Recipient, or if none, the Recipient shall timely remit the cash amount.

(d) If the Recipient does not timely satisfy payment of the tax withholding obligation, the Recipient will forfeit the Vested Shares.

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

5. Change in Capitalization.

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

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

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

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

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

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

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

recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

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

10. Entire Agreement. This Agreement, together with the terms and conditions set forth in the Plan, expresses the entire understanding and agreement of the parties with respect to the subject matter. In the event of a conflict between the terms of the Plan and this Agreement, the Plan shall govern.

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

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

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

14. Definitions. As used in this Agreement:

"**Beginning Stock Price**" means the average closing price per share of Common Stock for the months of November and December 2014 on the exchange on which Common Stock is traded, which is $38.32.

"**Below Threshold Relative TSR**" means that Relative Total Shareholder Return is less than -300 basis points.

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

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

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

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

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

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

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

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

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

(c) individuals who as of the date hereof, constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such

individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;

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

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

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

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

"**Ending Stock Price**" means the average closing price per share of Common Stock for the months of November and December 2017 on the exchange on which Common Stock is traded, unless a Change in Control occurs before January 1, 2018, in which case the term means the value per share determined as of the date of the Change in Control, such value to be determined by the Committee in its reasonable discretion based on the actual or implied price per share paid in the Change in Control transaction.

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

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

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

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

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

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

(ii) the Company or the Affiliate which employs the Recipient fails to remedy the event within ten (10) days following the Recipient's written notice; and

(iii) the Recipient terminates his employment within thirty (30) days following the Company's and the Affiliate's failure to remedy the event.

"**High Relative TSR**" means that Relative Total Shareholder Return is +300 basis points or more.

"**Performance Period**" means the period from and including January 1, 2015 through the earlier of December 31, 2017 or the date of a Change in Control.

"**Relative Total Shareholder Return**" means the Company's total shareholder return expressed as a positive or negative number of basis points relative to the average total shareholder return reported for the MSCI U.S. REIT Index (the "Index") for the Performance Period. For this purpose, the Company's total shareholder return shall be calculated in the same manner as total shareholder return is calculated for the Index, and the average closing price per share for the November and December before the beginning, and before the end, of the Performance Period shall be used for calculating both the Company's total shareholder return and total shareholder return for the Index.

"**Target Relative TSR**" means that Relative Total Shareholder Return is 0 basis points.

"**Threshold Relative TSR**" means that Relative Total Shareholder Return is -300 basis points.

"**Total Shareholder Return**" means the compound annualized growth rate, expressed as a percentage, in the price of Common Stock over the Performance Period due to Common Stock price appreciation and dividends declared to a shareholder of record with respect to one share of Common Stock during the Performance Period and assuming that dividends are reinvested. For this purpose, the beginning of the Performance Period price is the Beginning Stock Price and the end of the Performance Period price is the Ending Stock Price. Total Shareholder Return shall be calculated in substantially the same manner as total shareholder return is calculated for the MSCI U.S. REIT Index.

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

"**Vesting Period**" means the period beginning on the day after the last day of the Performance Period and ending December 31, 2018.

EXHIBIT 1

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

Relative TSR Chart

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

* If Relative Total Shareholder Return falls between Threshold Relative TSR and Target Relative TSR or between Target Relative TSR and High Relative TSR, the number of Earned Unvested Restricted Units under the Relative TSR Chart shall be determined by rounding Relative TSR to the closest (but rounded up in the event of a tie) 50 basis points and then applying linear interpolation based on the basis points by which Threshold Relative TSR or Target Relative TSR, respectively, is exceeded.

B. Notwithstanding the foregoing, if the Recipient dies or becomes subject to a Disability while an employee, director or consultant of the Company or an Affiliate, the Recipient resigns from the Company and all Affiliates for Good Reason or the Company and all Affiliates terminate the Recipient's employment without Cause (each such event referred to as a "**Qualifying Termination**"), in each case:

(i) during the Performance Period and more than sixty (60) days before a Change in Control, the Recipient shall vest upon completion of the Performance Period in the number of Earned Unvested Restricted Units determined in the Relative TSR Chart (or if a Change in Control occurs after the Qualifying Termination and before January 1, 2018, the number of Earned Unvested Restricted Units determined pursuant to Section C.1. below), multiplied by a fraction, the numerator of which is the number of days elapsed in the Performance Period through the date of such event and the denominator of which is 1,095 (*i.e.,* 365 x 3*)*, or

(ii) during the Vesting Period, the Recipient shall vest in the same number of Earned Unvested Restricted Units determined in the Relative TSR Chart as if the Recipient were to remain an employee of the Company or an Affiliate through the last day of the Vesting Period.

C. Notwithstanding any other provision of this Agreement, if a Change in Control occurs upon or after the Grant Date and before December 31, 2018, and (i) the Recipient remains an employee, director or consultant of the Company or an Affiliate during the entire Performance Period until the date of the Change in Control, or (ii) if within sixty (60) days before the Change in Control, the Recipient incurs a Qualifying Termination, the Recipient shall be 100% vested in, as of the date of the Change in Control:

1. if the Change in Control occurs before January 1, 2018, the number of Earned Unvested Restricted Units determined from the Relative TSR Chart based on the basis points of Relative Total Shareholder Return achieved for the Performance Period through the date of the Change in Control, or

2. if the Change in Control occurs after December 31, 2017, the number of Earned Unvested Restricted Units determined in the Relative TSR Chart that were actually earned for the Performance Period.

D. The number of Restricted Units that have not become Earned Unvested Restricted Units as of the last day of the Performance Period shall be forfeited. The number of Restricted Units that have not become Vested Restricted Units (except Earned Unvested Restricted Units to the extent provided in Item B or C) as of the date the Recipient ceases to be an employee, director, or consultant of the Company and all Affiliates shall be forfeited.

E. Notwithstanding any other provisions of this Agreement, the Restricted Units shall immediately be forfeited if the Agreement and Plan of Merger by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**") is terminated such that the "**Merger**" (as defined in the Merger Agreement) does not occur.

Exhibit 10.9

PERFORMANCE LTIP UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

The grant pursuant to this agreement (this "**Agreement**") is made as of the Grant Date, by OHI Healthcare Properties Limited Partnership (the "**Partnership**"), a limited partnership controlled by, and an Affiliate (as defined below) of, Omega Healthcare Investors, Inc. (Omega Healthcare Investors, Inc. is hereafter referred to as the "**Company**"), to _____ (the "**Recipient**").

Upon and subject to this Agreement (which shall include the Terms and Conditions and Exhibits appended to the execution page) and the Limited Partnership Agreement (as defined herein), the Partnership hereby awards as of the Grant Date to the Recipient the number of LTIP Units set forth below (the "**LTIP Unit Grant**" or the "**Award**"). The underlined and capitalized captions in Items A through E below shall have the meanings therein ascribed to them.

A. Grant Date: March 31, 2015.

B. Plan (under which LTIP Unit Grant is granted): Omega Healthcare Investors, Inc. 2013 Stock Incentive Plan.

C. LTIP Units: _____ LTIP Units. Each LTIP Unit represents, on the Grant Date, one "**Unvested LTIP Unit**" as defined in and pursuant to the Limited Partnership Agreement, subject to adjustment as provided in the attached Terms and Conditions, and also represents the Partnership's unsecured obligation to issue to the Recipient distributions described in Item E below.

D. Vesting of LTIP Units: The Recipient shall become vested in a number of LTIP Units ("**Vested LTIP Units**") as and when determined pursuant to Exhibit 1.

E. Distributions: The "**LTIP Unit Distributions Participation Date**" attributable to LTIP Units as defined in and pursuant to Section 15.4 of the Limited Partnership Agreement shall be March 31, 2015; provided, however, that until any of the LTIP Units become "**Earned Unvested LTIP Units**" the Recipient shall receive a distribution when paid to holders of "**LP Units**" (as defined in the Limited Partnership Agreement) of an amount per LTIP Unit (the "**Interim Distribution per LTIP Unit**"), and an allocation of "**Net Income and Net Loss**" (as defined in the Limited Partnership Agreement) per LTIP Unit, equal to (i) 10% of the regular periodic distributions per LP Unit paid by the Partnership to LP Unit holders and a corresponding percentage allocation of Net Income and Net Loss attributable to the regular periodic distributions per LP Unit and (ii) 0% of the special distributions and other distributions not made in the ordinary course per LP Unit paid by the Partnership to LP Unit holders and a corresponding 0% allocation of Net Income and Net Loss attributable to the special distributions and other distributions per LP Unit not made in the ordinary course. As to all LTIP Units that become Earned Unvested LTIP Units, the Recipient shall receive within ten (10)

business days after the date they become Earned Unvested LTIP Units, a distribution from the Partnership per Earned Unvested LTIP Unit and a corresponding allocation of Net Income and Net Loss per Earned Unvested LTIP Unit equal to the excess of (x) the amount of distributions from the Partnership that would have been paid per LTIP Unit if the LTIP Unit had been an LP Unit on January 1, 2015 (determined without regard to this Item E) over (y) the Interim Distribution per LTIP Unit. In addition, with respect to distributions and allocations of Net Income and Net Loss that accrue following the date that any LTIP Units become Earned Unvested LTIP Units or Vested LTIP Units, the Recipient shall receive with respect to each Earned Unvested LTIP Unit and each Vested LTIP Unit distributions and allocations of Net Income and Net Loss pursuant to the Limited Partnership Agreement determined without regard to the adjustments in this Item E.

IN WITNESS WHEREOF, the Partnership and the Recipient have executed and agree to be bound by this Agreement effective as of the Grant Date set forth above.

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: _____

Name: _____

Title: _____

RECIPIENT

By: _____

Name: _____

TERMS AND CONDITIONS TO THE
PERFORMANCE LTIP UNIT AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

1. Conditions to Grant of LTIP Units. As a condition of receiving the grant of LTIP Units hereunder, the Recipient must (a) execute the representations and warranties set forth on Exhibit 2 attached hereto, and deliver them to the Partnership within ten (10) days of the Grant Date, and (b) file with the IRS within thirty (30) days of the Grant Date, a valid election under Code Section 83(b), in substantially the form of Exhibit 3 attached hereto, as to all of the LTIP Units. The Recipient must also deliver to the Partnership, within thirty (30) days after the Grant Date, a copy of such election. Failure to comply with the requirements of this Section shall result in the forfeiture of all the LTIP Units and the cancellation of this Agreement.

2. Issuance of LTIP Units. The Partnership shall record in the name of the Recipient the number of LTIP Units awarded as of the Grant Date. The Partnership and the Recipient acknowledge and agree that the LTIP Units are hereby issued to the Recipient for the performance of services to or for the benefit of the Partnership and its Affiliates. If the Recipient is not already a partner of the Partnership pursuant to the Limited Partnership Agreement (defined therein as a "**Partner**"), the Partnership admits the Recipient as an "**LTIP Unit Limited Partner**" (as defined therein) and a Partner on the terms and conditions in this Agreement, the Plan and the Limited Partnership Agreement. Upon execution of this Agreement, the Recipient shall, automatically and without further action on the Recipient's part, be deemed to be a signatory of and bound by the Limited Partnership Agreement. At the request of the Partnership, the Recipient shall execute the Limited Partnership Agreement or a counterpart signature page thereto.

3. Rights as a Unitholder. The LTIP Units shall be treated as a "profits interest" within the meaning of Revenue Procedure 93-27, and the Recipient shall be treated as having received the interest on the Grant Date as contemplated under Section 4 of Revenue Procedure 2001-43. As the owner of the LTIP Units for income tax purposes, the Recipient shall take into account the Recipient's distributive share of income, gain, loss, deduction and credit associated with the LTIP Units as determined in accordance with the terms of the Limited Partnership Agreement and this Agreement.

4. Restrictions on Transfer. The Recipient shall not sell, pledge, assign, transfer or hypothecate, or otherwise dispose of any LTIP Units, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to the LTIP Units, except as otherwise provided in the Limited Partnership Agreement. Any disposition not made in accordance with this Agreement shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Agreement and the Limited Partnership Agreement.

5. Tax Withholding. If and only if tax withholding applies with respect to the grant, vesting, ownership or disposition of LTIP Units, the Company or an Affiliate may withhold from

the Recipient's wages, or require the Recipient to remit to the Partnership, the Company or an Affiliate, any applicable tax withholding.

6. Change in Capitalization.

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

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

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

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

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

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

9. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt

requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

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

11. Entire Agreement. This Agreement and the Limited Partnership Agreement, together with the terms and conditions set forth in the Plan, express the entire understanding and agreement of the parties with respect to the subject matter. In the event of a conflict between the terms of the Plan or the Limited Partnership Agreement and this Agreement, the Plan and the Limited Partnership Agreement shall govern.

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

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

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

15. Definitions. As used in this Agreement:

"**Beginning Stock Price**" means the average closing price per share of Common Stock for the months of November and December 2014 on the exchange on which Common Stock is traded, which is $38.32.

"**Below Threshold TSR**" means the Company has achieved Total Shareholder Return of less than eight percent (8%) for the Performance Period.

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

(a) willful refusal by the Recipient to follow a lawful direction of the person to whom the Recipient reports or the Board of Directors of the Company (the "**Board**"), provided the direction is not materially inconsistent with the duties

or responsibilities of the Recipient's position with the Company or an Affiliate, which refusal continues after the Board has again given the direction in writing;

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

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

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

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

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

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

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

(c) individuals who as of the date hereof, constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds of the directors then

comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board;

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

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

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

"**Common Stock**" means common stock of the Company.

"**Company**" means Omega Healthcare Investors, Inc., a Maryland corporation.

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

"**Ending Stock Price**" means the average closing price per share of Common Stock for the months of November and December 2017 on the exchange on which Common Stock is traded, unless a Change in Control occurs before January 1, 2018, in which case the term means the value per share determined as of the date of the Change in Control, such value to be determined by the Committee in its reasonable discretion based on the actual or implied price per share paid in the Change in Control transaction.

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

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

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

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

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

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

(ii) the Company or the Affiliate which employs the Recipient fails to remedy the event within ten (10) days following the Recipient's written notice; and

(iii) the Recipient terminates the Recipient's employment within thirty (30) days following the Company's and the Affiliate's failure to remedy the event.

"**High TSR**" means the Company has achieved Total Shareholder Return of at least twelve percent (12%) for the Performance Period.

"**Limited Partnership Agreement**" means the First Amended and Restated Agreement of Limited Partnership Agreement of the Partnership, dated as of March 30, 2015, as it may be amended or any successor agreement thereto.

"**Performance Period**" means the period from and including January 1, 2015 through the earlier of December 31, 2017 or the date of a Change in Control.

"**Target TSR**" means the Company has achieved Total Shareholder Return of ten percent (10%) for the Performance Period.

"**Threshold TSR**" means that the Company has achieved Total Shareholder Return of eight percent (8%) for the Performance Period.

"**Total Shareholder Return**" means the compound annualized growth rate, expressed as a percentage, in the price of Common Stock over the Performance Period due to Common Stock price appreciation and dividends declared to a shareholder of record of the Parent with respect to one share of Common Stock during the Performance Period and assuming that dividends are reinvested. For this purpose, the beginning of the Performance Period price is the Beginning Stock Price and the end of the Performance Period price is the Ending Stock Price. Total Shareholder Return shall be calculated in substantially the same manner as total shareholder return is calculated for the MSCI U.S. REIT Index.

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

"**Vesting Period**" means the period beginning on the day after the last day of the Performance Period and ending December 31, 2018.

PERFORMANCE LTIP UNIT AGREEMENT
EXHIBIT 1

A. The number of Unvested LTIP Units that is earned (the "**Earned Unvested LTIP Units**") is determined as of the last day of the Performance Period from the TSR Chart set forth below; provided that the Recipient shall vest in twenty-five percent (25%) of the Earned Unvested LTIP Units, which shall then become Vested LTIP Units, as of the last day of each calendar quarter during the Vesting Period only if the Recipient remains an employee, director or consultant of the Company or an Affiliate during the entire Performance Period and through the last day of such calendar quarter.

TSR Chart

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

* If Total Shareholder Return falls between Threshold TSR and Target TSR or between Target TSR and High TSR, the number of Earned Unvested LTIP Units under the TSR Chart shall be determined by rounding actual Total Shareholder Return to the closest (but rounded up in the event of a tie) 0.5% percentage points and then applying linear interpolation based on the percentage points by which Threshold TSR or Target TSR, as so adjusted, respectively, is exceeded.

B. Notwithstanding the foregoing, if the Recipient dies or becomes subject to a Disability while an employee, director or consultant of the Company or an Affiliate, the Recipient resigns from the Company and all Affiliates for Good Reason or the Company and all Affiliates terminate the Recipient's employment without Cause (each such event referred to as a "**Qualifying Termination**"), in each case:

(i) during the Performance Period and more than sixty (60) days before a Change in Control, the Recipient shall vest upon completion of the Performance Period in the number of Earned Unvested LTIP Units determined from the TSR Chart (or if a Change in Control occurs after the Qualifying Termination and before January 1, 2018, the number of Earned Unvested LTIP Units determined pursuant to Section C.1. below), multiplied by a fraction, the numerator of which is the number of days elapsed in the Performance Period through the date of such event and the denominator of which is 1,095 (*i.e.,* 365 x 3*)*, or

(ii) during the Vesting Period, the Recipient shall vest in the same number of Earned Unvested LTIP Units determined in the TSR Chart as if the Recipient were to remain an employee of the Company or an Affiliate through the last day of the Vesting Period.

C. Notwithstanding any other provision of this Agreement, if a Change in Control occurs upon or after the Grant Date and before December 31, 2018, and (i) the Recipient remains an employee, director or consultant of the Company or an Affiliate during the entire Performance Period until the date of the Change in Control, or (ii) if within sixty (60) days before the Change in Control, the Recipient incurs a Qualifying Termination, the Recipient shall be 100% vested in, as of the date of the Change in Control:

1. if the Change in Control occurs before January 1, 2018:

    a. the number of Earned Unvested LTIP Units determined in the TSR Chart if the applicable level of Total Shareholder Return for the full three year Performance Period (determined without regard to the shortening of the period as a result of the Change in Control) is achieved, or

    b. the number of Earned Unvested LTIP Units determined in the TSR Chart multiplied by a fraction, the numerator of which is the number of days elapsed in the Performance Period through the date of the Change in Control and the denominator of which is 1,095 (*i.e.,* 365 x 3*)*, if the applicable level of Total Shareholder Return has been achieved based on annualized performance to the date of the Change in Control but not for the full three year Performance Period (determined without regard to the shortening of the period as a result of the Change in Control), or

    c. a number of Earned Unvested LTIP Units determined by interpolation between the numbers in clause (a) and (b) above if the applicable level of Total Shareholder Return has been exceeded based on performance to the date of the Change in Control but is less than the applicable level for the full three year Performance Period (determined without regard to the shortening of the period as a result of the Change in Control), or

2. if the Change in Control occurs after December 31, 2017, the number of Earned Unvested LTIP Units determined in the TSR Chart that were actually earned for the Performance Period.

D. All LTIP Units that have not become Earned Unvested LTIP Units as of the last day of the Performance Period shall be forfeited as of the last day of the Performance Period. All Unvested LTIP Units that have not become Vested LTIP Units (except Earned Unvested LTIP Units to the extent provided in Item B or C) as of the date the Recipient ceases to be an employee, director, or consultant of the Company and all Affiliates shall be forfeited.

E. Notwithstanding any other provisions of this Agreement, the Unvested LTIP Units shall immediately be forfeited if the Agreement and Plan of Merger, dated as of October 30, 2014, by and among Omega Healthcare Investors, Inc., OHI Healthcare Properties Holdco, Inc., OHI Healthcare Properties Limited

Partnership, L.P., Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership (the "**Merger Agreement**") is terminated such that the "**Merger**" (as defined in the Merger Agreement) does not occur.

PERFORMANCE LTIP UNIT AGREEMENT
EXHIBIT 2

Representations and Warranties of the Recipient

In connection with the grant of the LTIP Units pursuant to the Agreement, the Recipient hereby represents and warrants to the Partnership that:

1. The Recipient is acquiring the LTIP Units for the Recipient's own account with the present intention of holding the LTIP Units for investment purposes and not with a view to distribute or sell the LTIP Units, except in compliance with federal securities laws or applicable securities laws of other jurisdictions;

2. The Recipient acknowledges that the LTIP Units have not been registered under the Securities Act of 1933 (the "**1933 Act**") or applicable securities laws of other jurisdictions and that the LTIP Units will be issued to the Recipient in reliance on exemptions from the registration requirements provided by Sections 3(b) or 4(2) of the 1933 Act and the rules and regulations promulgated thereunder and applicable securities laws of other jurisdictions and in reliance on the Recipient's representations and agreements contained herein;

3. The Recipient is an employee of the Partnership or an Affiliate;

4. The Recipient acknowledges that the LTIP Units are subject to the restrictions contained in the Limited Partnership Agreement, and the Recipient has received and reviewed a copy of the Limited Partnership Agreement;

5. The Recipient has had the opportunity to ask questions of and receive answers from the Partnership and any person acting on its behalf concerning the terms and conditions of the LTIP Units awarded hereunder and has had full access to such other information concerning the Partnership and its Affiliates as the Recipient may have requested in making the Recipient's decision to invest in the LTIP Units being issued hereunder;

6. The Recipient has such knowledge and experience in financial and business matters that the Recipient is capable of evaluating the merits and risks of the acquisition of the LTIP Units hereunder and the Recipient is able to bear the economic risk, if any, of such acquisition;

7. The Recipient has only relied on the advice of, or has consulted with, the Recipient's own legal, financial and tax advisors, and the determination of the Recipient to acquire the LTIP Units pursuant to this Agreement has been made by the Recipient independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of the Partnership or its Affiliates which may have been made or given by any other person or by any agent or employee of such person and independent of the fact that any other person has decided to become a holder of LTIP Units;

8. None of the Partnership or any of its Affiliates has made any representation or agreement to the Recipient with respect to the income tax consequences of the issuance,

ownership or vesting of LTIP Units or the transactions contemplated by this Agreement (including without limitation the making of an election under Code Section 83(b)), and the Recipient is in no manner relying on the Partnership or any Affiliate or their representatives for an assessment of tax consequences to the Recipient. The Recipient is advised to consult with the Recipient's own tax advisor with respect to the tax consequences;

9. The Recipient is not acquiring the LTIP Units as a result of, or subsequent to, any publicly disseminated advertisement, article, sales literature, publication, broadcast or any public seminar or meeting or any solicitation nor is the Recipient aware of any offers made to other persons by such means;

10. The Recipient understands and agrees that if certificates representing the LTIP Units are issued, such certificates may bear such restrictive legends as the Partnership or its legal counsel may deem necessary or advisable under applicable law or pursuant to this Agreement;

11. The LTIP Units cannot be offered for sale, sold or transferred by the Recipient other than pursuant to: (i) an effective registration under the 1933 Act or in a transaction otherwise in compliance with the 1933 Act; and (ii) evidence satisfactory to the Partnership of compliance with the applicable securities laws of other jurisdictions. The Partnership shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws;

12. The Partnership shall be under no obligation to register the LTIP Units or to comply with any exemption available for sale of the LTIP Units without registration or filing;

13. The Recipient represents that the Recipient is an "accredited investor" as that term is defined in Rule 501 of Regulation D of the 33 Act; specifically, either (a) the Recipient is an executive officer of the Partnership or of Omega Healthcare Investors, the general partner of the Partnership, or (b) the Recipient has (i) had an individual income in excess of $200,000 in each of the two most recent years or joint income with the Recipient's spouse in excess of $300,00 in each of those years and has a reasonable expectation of reaching the same income level in the current year, or (ii) the Recipient's net worth or joint net worth with the Recipient's spouse (excluding the value of the Recipient's primary residence), exceeds $1,000,000; and

14. The Recipient agrees to furnish any additional information requested to assure compliance with applicable securities laws in connection with the issuance or holding of LTIP Units. The Recipient acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with applicable federal and state laws. Notwithstanding anything to the contrary herein, the Plan shall be administered and the grant of LTIP Units is made only in such manner as to conform to such laws. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws. By execution below, the Recipient acknowledges that he has received a copy of the Agreement, the Limited Partnership Agreement and the Plan.

RECIPIENT

Signature	Date	Print Name

EXHIBIT 3

SECTION 83(b) ELECTION

The undersigned hereby elects to be taxed pursuant to Section 83(b) of the Internal Revenue Code of 1986 (the "Code") with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. **The name, address and taxpayer identification number of the undersigned is:**

_____

_____

_____

Taxpayer I.D. No.: _____

2. Description of property with respect to which the election is being made:

_____ LTIP Units of OHI Healthcare Properties Limited Partnership (the "**LTIP Units**").

3. The date on which the property was transferred:

The LTIP Units were transferred on March 31, 2015.

4. The taxable year to which this election relates is calendar year 2015.

5. The nature of the restriction(s) to which the property is subject is:

The LTIP Units shall vest in increments on specified vesting dates or upon certain vesting events subsequent to the property transfer date, provided that the taxpayer continues to perform services for OHI Healthcare Properties Limited Partnership (the "**Partnership**") or an affiliate. In the event the taxpayer ceases to perform services for the Company and its affiliates prior to the final vesting date, any unvested LTIP Units shall be forfeited back to the Partnership.

6. Fair Market Value:

Because the LTIP Units constitute a profits interest, the grant of the interest is not taxable under Code Section 83 pursuant to Revenue Procedure 93-27 and Revenue Procedure 2001-43. Therefore, the taxpayer is reporting that the fair market value at the time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) of the property with respect to which this election is being made as $0 per LTIP Unit.

7. Amount paid for property:

The taxpayer did not pay for the LTIP Units.

8. Furnishing statement to the person for whom services are performed:

A copy of this statement has been furnished to the Partnership.

By: _____ Date: _____

Exhibit 10.10

AMENDMENT TO OMEGA HEALTHCARE INVESTORS, INC.
2013 STOCK INCENTIVE PLAN

THIS AMENDMENT (this "**Amendment**") to the Omega Healthcare Investors, Inc. 2013 Stock Incentive Plan (the **Plan**") is made effective March 31, 2015, by Omega Healthcare Investors, Inc., a Maryland corporation (the "**Company**").

INTRODUCTION

The Company maintains the Plan under a plan document effective June 6, 2013. The Company now desires to amend the Plan to allow for the issuance of other forms of awards that are determined by reference to or relate to shares of common stock of the Company, including without limitation, interests in Omega Healthcare Properties Limited Partnership, a limited partnership that is controlled by the Company.

NOW, THEREFORE, the Company hereby amends the Plan, effective March 31, 2015, as follows:

1. By revising Section 1.1(b) to read as follows:

"(b) '**Award'** means, individually and collectively, Deferred Restricted Stock Units, Dividend Equivalent Rights, Incentive Stock Options, Non-Qualified Stock Options, Performance Awards, Restricted Stock Units, Stock Appreciation Rights, Stock Awards and Other Stock-Based Awards."

2. By adding a new Section 1(s1) immediately after Section 1(s) to read as follows:

"(s1) '**Partnership'** means Omega Healthcare Properties Limited Partnership, a limited partnership that is controlled by the Company."

3. By adding a new Section 1(q1) immediately after Section 1(q) as follows:

"(q1) '**Other Stock-Based Award**' means a right or other interest, including but not limited to Units, granted to a Participant that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock."

4. By adding a new Section 1(ee) to read as follows:

"(ee) '**Unit**' means a unit of limited partnership interest (which may include a profits interest within the meaning of the Code and rules, regulations and procedures promulgated pursuant thereto (an '**LTIP Unit**') of the Partnership."

5. By adding the following to the end of Section 2.3:

"Notwithstanding the foregoing, the Board of Directors may authorize one or more members of the Board of Directors (other than the Compensation Committee of the Board of Directors) to act as a special administrative committee with the power to make grants under the Plan with respect to employees of the Company or its Affiliates who are

not executive officers of the Company, subject to any limitations on the number or amount of Awards and any other terms and conditions provided in resolutions adopted from time to time by the Board of Directors authorizing such special administrative committee to act. Any references in the Plan to the "Committee" shall be deemed to be references to the special administrative committee to the extent required to give effect to the foregoing sentence and the terms and conditions of the resolutions adopted from time to time by the Board of Directors authorizing such special administrative committee to act."

6. By adding a new Section 3.8A immediately after Section 3.8 to read as follows:

"3.8A Terms and Conditions of Other Stock-Based Awards. At the time of grant of Other Stock-Based Awards, the Committee will determine the factors which will govern the amount of an Other Stock-Based Award and the form in which it is denominated, which may include Units, including at the discretion of the Committee any performance, time-based or other criteria that must be satisfied as a condition of vesting or payment. The Committee may provide for an alternative specified amount, percentage or multiple under specified conditions. The Committee may require that Other Stock-Based Awards that are denominated in Units be subject to restrictions imposed by the operating agreement of the Partnership that are not inconsistent with the Plan.

(a) Payment. Payment in respect of an Other Stock-Based Award shall be made in the form specified by the Committee, which in the case of an Other Stock-Based Award that is denominated in LTIP Units, may if so determined by the Committee, include upon or following vesting, another form of Units. The Committee may also specify terms and conditions under which Other Stock-Based Awards (or the proceeds thereof) are payable in or may be surrendered for shares of Stock, in which case the Committee will establish upon grant of the Other Stock-Based Award a maximum number of shares of Stock or a formula for determining the number of shares of Stock which may be issued.

(b) Conditions to Payment. Each Other Stock-Based Award granted under the Plan shall be payable at such time or times or on the occurrence of such event or events, and in such amounts as the Committee may specify in the applicable Award Agreement or Award Program; provided, however, that subsequent to the grants of an Other Stock-Based Award, the Committee, at any time before complete termination of such Other Stock-Based Award, may accelerate the time or times at which the Other Stock-Based Award may be paid in whole or in part, subject to compliance with or exemption from Code Section 409A."

Except as specifically amended hereby, the Plan shall remain in full force and effect as prior to this Amendment.

IN WITNESS WHEREOF, the Company has executed this Amendment effective as of the date first set forth above.

OMEGA HEALTHCARE INVESTORS, INC.

By: /s/ C. Taylor Pickett

Title: President and Chief Executive Officer

Exhibit 10.11

Execution Version

SECOND AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP

OF

OHI HEALTHCARE PROPERTIES
LIMITED PARTNERSHIP

Dated as of April 1, 2015

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " **SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION, UNLESS IN THE OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP THE PROPOSED SALE, TRANSFER OR OTHER DISPOSITION MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND UNDER APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS.

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SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

This SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP (this "**Agreement**") dated as of April 1, 2015, is entered into by and among Omega Healthcare Investors, Inc., a Maryland corporation (the "**Omega REIT**"), as a General Partner and a Limited Partner, OHI Healthcare Properties Holdco, Inc., a Delaware corporation (" **Omega Holdco**"), as a General Partner, and Aviv Healthcare Properties Limited Partnership, a Delaware limited partnership ("**Aviv LP**"), as a Limited Partner, together with any other Persons who become Partners in the Partnership as provided herein. Capitalized terms used herein are defined in Article 1 unless otherwise provided.

Recitals

WHEREAS, the Partnership was organized as a limited partnership under the name OHI Healthcare Properties Limited Partnership, L.P. pursuant to and in accordance with the Act by the filing of a Certificate of Limited Partnership of the Partnership (as amended or restated from time to time in accordance with the terms hereof and of the Act, the "**Certificate**") with the Office of the Secretary of State of the State of Delaware on October 24, 2014;

WHEREAS, on October 24, 2014, Omega REIT, as the initial sole General Partner, and Omega Holdco, as the initial sole Limited Partner, entered into an Agreement of Limited Partnership of OHI Healthcare Properties Limited Partnership, L.P. (the "**Original Agreement**");

WHEREAS, on October 30, 2014, the Partnership, Omega REIT, Omega Holdco, Aviv LP, and Aviv REIT, Inc., a Maryland corporation (" **Aviv REIT**"), entered into that certain Agreement and Plan of Merger (the "**Merger Agreement**"), pursuant to which Omega REIT agreed to acquire substantially all of the assets of Aviv REIT through a merger of Aviv REIT with and into Omega Holdco (the "**Merger**"), which acquisition would include a combination that would result in the acquisition of all the assets of Aviv LP and substantially all of the assets of Omega REIT by the Partnership;

WHEREAS, on November 19, 2014, the Partnership changed its name to OHI Healthcare Properties Limited Partnership pursuant to and in accordance with the Act by the filing of an amendment to the Certificate with the Office of the Secretary of State of the State of Delaware;

WHEREAS, pursuant to that certain Omega Contribution and Assumption Agreement dated as of March 30, 2015 (the " **Omega Contribution Agreement**"), by and between Omega REIT and the Partnership, Omega REIT contributed, transferred and assigned substantially all of its assets, business and properties to the Partnership (other than Omega REIT's direct and indirect equity interests in Omega Holdco and the Partnership), and in consideration therefor, the Partnership, as between Omega REIT and the Partnership but without implicating any of the

rights of any third party whose consent would otherwise be required, (i) assumed and agreed to pay, perform, discharge or otherwise fulfill substantially all of Omega REIT's Liabilities (as defined in the Omega Contribution Agreement) and obligations, and (ii) issued One Hundred Thirty Eight Million Seven Hundred Fifty One Thousand Nine Hundred Forty Four (138,751,944) LP Units to Omega REIT (the "**Omega Contribution**");

WHEREAS, on March 30, 2015, the Board of Directors of Omega REIT approved and adopted certain amendments to its Equity Incentive Plan, which amendments include, among other changes, as an addition to the types of equity that may be awarded and earned by an eligible participant in such Equity Incentive Plan, the addition of LTIP Units issued by the Partnership that are convertible into LP Units, all in accordance with the terms, conditions and limitations as established or otherwise set forth in such Equity Incentive Plan and/or in this Agreement; and

WHEREAS, in connection with consummation of the transaction contemplated by the Omega Contribution, the adoption of and the amendments to the Equity Incentive Plan, and the desire of Omega REIT and the Partnership to make grants of LTIP Units to certain participants in the Equity Incentive Plan, the Partners amended and restated the Original Agreement in its entirety by entering into that certain First Amended and Restated Agreement of Limited Partnership of the Partnership dated as of March 30, 2015 (the "**Existing Agreement**").

WHEREAS, pursuant to that certain Aviv Contribution and Assumption Agreement dated as of the date hereof (the " **Aviv Contribution Agreement**"), Aviv LP contributed, transferred and assigned all of its assets, business and properties to the Partnership, and in consideration therefore the Partnership, as between Aviv LP and the Partnership but without implicating any of the rights of any third party whose consent would otherwise be required, (i) assumed and agreed to pay, perform, discharge or otherwise fulfill all the Liabilities (as defined in the Aviv Contribution Agreement) of Aviv LP, (ii) issued to Aviv REIT one (1) GP Unit and (iii) issued to Aviv LP Fifty Two Million Nine Hundred Eight Thousand Three Hundred Forty Seven (52,908,347) LP Units (collectively, the "**Aviv Contribution**");

WHEREAS, immediately following the Aviv Contribution and the related satisfaction and discharge of the indentures governing the senior notes previously issued by Aviv LP and Aviv Healthcare Capital Corporation, the Merger was consummated;

WHEREAS, on the date hereof, in connection with and as a result of the Merger, Omega Holdco, as the surviving corporation in the Merger succeeded to and became the owner of one (1) GP Unit of the Partnership, as well as Forty Eight Million Five Hundred Seventy Seven Thousand Three Hundred Eleven (48,577,311) partnership units in Aviv LP that were held by Aviv REIT;

WHEREAS, pursuant to that certain Omega Holdco Contribution and Assumption Agreement, dated as of the date hereof, Omega Holdco contributed, transferred and assigned to Aviv LP substantially all of Omega Holdco's assets (other than its Forty Eight Million Five Hundred Seventy Seven Thousand Three Hundred Eleven (48,577,311) partnership units in Aviv LP), and Omega Holdco agreed to comply with and be bound by the provisions of the Second Amended and Restated Agreement of Limited Partnership of Aviv Healthcare Properties Limited

Partnership, dated as of March 26, 2013, as the sole general partner (together with the Aviv Contribution, the " **Exchange**");

WHEREAS, in connection with consummation of the Exchange and the Merger, the parties desire to amend and restate the Existing Agreement in its entirety by entering into this Agreement; and

WHEREAS, except as otherwise expressly provided herein, the parties hereto intend that the affairs of the Partnership shall be managed by the General Partner.

Agreement

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE 1
DEFINED TERMS

Section 1.1. Definitions.

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"**Act**" means the Delaware Revised Uniform Limited Partnership Act, as it may be amended from time to time, and any successor to such statute.

"**Additional Funds**" has the meaning set forth in Section 4.5(a).

"**Additional General Partner**" means a Person admitted to the Partnership as an additional General Partner pursuant to Section 12.1 and who is shown as such on the books and records of the Partnership.

"**Additional Limited Partner**" means a Person admitted to the Partnership as an additional Limited Partner pursuant to Section 12.2 and who is shown as such on the books and records of the Partnership.

"**Adjusted Capital Account Deficit**" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant Partnership Year, after giving effect to the following adjustments: (i) decrease such deficit by any amounts which such Partner is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Regulations Sections 1.704-2(i)(5) and 1.704-2(g)(1); and (ii) increase such deficit by the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Adjustment Events**" has the meaning set forth in Section 15.3.

"**Adjustment Factor**" means, as of Effective Date, 1.0; *provided, however*, that in the event that:

(i) Omega REIT (a) declares or pays a dividend on its outstanding REIT Shares in REIT Shares or makes a distribution to all holders of its outstanding REIT Shares in REIT Shares, (b) splits or subdivides its outstanding REIT Shares or (c) effects a reverse stock split or otherwise combines or reclassifies its outstanding REIT Shares into a smaller number of REIT Shares, the Adjustment Factor shall be adjusted by multiplying the Adjustment Factor previously in effect by a fraction (1) the numerator of which shall be the number of REIT Shares issued and outstanding on the record date for such dividend, distribution, split, subdivision, reverse split, combination or reclassification (assuming for such purposes that such dividend, distribution, split, subdivision, reverse split, combination or reclassification has occurred as of such time) and (2) the denominator of which shall be the actual number of REIT Shares (determined without the above assumption) issued and outstanding on the record date for such dividend, distribution, split, subdivision, reverse split, combination or reclassification; *provided, however*, that the Adjustment Factor shall not be adjusted if, concurrently with any of the actions taken with respect to the Omega REIT Shares as described above in this paragraph (i) a number of Units of the Partnership are issued to all Partners pursuant to Section 4.4(b)(i) such that, after such issuance of Units, the ratio of Partnership Units owned by Omega REIT, taking into account both Units in the Partnership that are owned by Omega REIT directly, and indirectly through wholly-owned Affiliates of Omega REIT, to the number of REIT Shares outstanding after the actions taken in this paragraph (i) is equal to such ratio that existed before such actions;

(ii) Omega REIT distributes any rights, options or warrants to all holders of its REIT Shares to subscribe for or to purchase or to otherwise acquire REIT Shares (or other securities or rights convertible into, exchangeable for or exercisable for REIT Shares) at a price per share less than the Value of a REIT Share on the record date for such distribution (each a "**Distributed Right**"), the Adjustment Factor shall be adjusted by multiplying the Adjustment Factor previously in effect by a fraction (a) the numerator of which shall be the number of REIT Shares issued and outstanding on the record date plus the maximum number of REIT Shares purchasable under such Distributed Rights and (b) the denominator of which shall be the number of REIT Shares issued and outstanding on the record date plus a fraction (1) the numerator of which is the maximum number of REIT Shares purchasable under such Distributed Rights multiplied by the minimum purchase price per REIT Share under such Distributed Rights and (2) the denominator of which is the Value of a REIT Share as of the record date; *provided*, *however*, that, if any such Distributed Rights expire or become no longer exercisable, then the Adjustment Factor shall be adjusted, effective retroactively to the date of distribution of the Distributed Rights, to reflect a reduced maximum number of REIT Shares or any change in the minimum purchase price for the purposes of the above fraction; or

(iii) Omega REIT shall, by dividend or otherwise, distribute to all holders of its REIT Shares evidences of its indebtedness or assets (including securities, but excluding any dividend or distribution referred to in paragraph (i) or (ii) above), which evidences of

indebtedness or assets relate to assets not received by Omega REIT or its Subsidiaries pursuant to a pro rata distribution by the Partnership, the Adjustment Factor shall be adjusted to equal the amount determined by multiplying the Adjustment Factor in effect immediately prior to the close of business on the record date by a fraction (1) the numerator of which shall be such Value of a REIT Share on the record date and (2) the denominator of which shall be the Value of a REIT Share on the record date less the then fair market value (as determined by the General Partner, whose determination shall be conclusive) of the portion of the evidences of indebtedness or assets so distributed applicable to one REIT Share.

Any adjustments to the Adjustment Factor shall become effective immediately after the effective date of the event necessitating the adjustment, retroactive to the record date, if any, for such event.

"**Affiliate**" means, with respect to any Person, (a) each other Person that, directly or indirectly, owns or controls, whether beneficially or as a trustee, guardian or other fiduciary, fifty percent (50%) or more of the stock or ownership interest of such Person and (b) each other Person that controls, is controlled by or is under common control with such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management or policies, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the introductory paragraph.

"**Assignee**" means a Person to whom one or more Units have been Transferred in a manner permitted under this Agreement, but who has not become a Substituted Limited Partner.

"**Assumed New Debt Obligations and Liabilities**" has the meaning set forth in Section 4.5(d).

"**Available Cash**" means Gross Receipts, reduced by the payment, or accrual for payment, of all business operating expenses and capital costs relating to the business of the Partnership and its assets, including any and all principal payments, capital expenditures, management and other fees, interest, and other charges or provisions, including escrow deposits made pursuant to the terms of the Debt of the Partnership or its Subsidiaries, reserves for current and future working capital requirements, acquisitions of additional properties, contingencies, reserves, anticipated obligations and other charges or provisions as determined by the General Partner in its sole and absolute discretion.

"**Aviv Contribution Agreement**" has the meaning set forth in the Recitals.

"**Aviv LP**" has the meaning set forth in the preamble hereto.

"**Aviv LP Dissolution**" has the meaning set forth in Section 11.3(a)(i).

"**Aviv REIT**" has the meaning set forth in the Recitals.

"**Business Day**" means a day of the year on which banks are not required or authorized to close in New York, New York.

"**Bylaws**" means the Amended and Restated Bylaws of Omega REIT, as amended or supplemented from time to time.

"**Capital Account**" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(a) To each Partner's Capital Account there shall be added (i) the amount of money and the Gross Asset Value of any property (other than money) contributed to the Partnership by such Partner, (ii) such Partner's allocable share of Net Income and any items in the nature of income or gain which are specially allocated pursuant to Article 6 and (iii) the amount of any Partnership liabilities assumed by such Partner or which are secured by any property distributed to such Partner.

(b) From each Partner's Capital Account there shall be subtracted (i) the amount of cash and the Gross Asset Value of any Partnership property distributed to such Partner pursuant to any provision of this Agreement, (ii) such Partner's allocable share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Article 6 and (iii) the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(c) In the event any interest in the Partnership is Transferred in accordance with Article 11, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred interest.

(d) In determining the amount of any liability for purposes of subsections (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Sections 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations. For the avoidance of doubt, in the case of any Partner holding LP Units and LTIP Units, a separate computation will be made of the Partner's Economic Capital Account Balance with respect to the Partner's LTIP Units as a sub-account of the Partner's Capital Account.

"**Capital Account Limitation**" has the meaning set forth in Section 15.9(b).

"**Capital Contribution**" means, with respect to any Partner, the amount of money and the Gross Asset Value of any property (other than money) contributed or deemed contributed by such Partner to the Partnership, after reduction for any liabilities to which such property is subject or which the Partnership assumes with respect to such property.

"**Cash Amount**" means, with respect to a Tendering Partner, an amount of cash equal to the product of (A) the Value of a REIT Share and (B) such Tendering Partner's REIT Shares Amount determined as of the date of receipt by the General Partner of such Tendering Partner's

Notice of Redemption or, if such date is not a Business Day, the immediately preceding Business Day.

"**Certificate**" has the meaning set forth in the Recitals.

"**Charter**" means the Articles of Amendment and Restatement of Omega REIT, as amended or supplemented from time to time.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, as interpreted by the applicable Regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"**Common Unit Economic Balance**" means the quotient of (a) the aggregate Capital Account balance attributable to the Common Units plus the amount of Partner Minimum Gain or Partnership Minimum Gain, in either case, to the extent attributable to the ownership of Common Units and computed on a hypothetical basis after taking into account all allocations through the date on which any allocation is made under Section 6.2(a), divided by (b) the number of Common Units outstanding.

"**Common Units**" means, collectively, the GP Units and the LP Units.

"**Consent**" means the consent to, approval of or vote in favor of a proposed action by a Partner given in accordance with Article 14.

"**Constituent Person**" has the meaning set forth in Section 15.9(f).

"**Conversion Date**" has the meaning set forth in Section 15.9(b).

"**Conversion Notice**" has the meaning set forth in Section 15.9(b).

"**Conversion Right**" has the meaning set forth in Section 15.9(a).

"**Debt**" of any Person means, without duplication: (i) the principal, accreted value, accrued and unpaid interest, accrued and unpaid prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all earned but unpaid earn-out payments (to the extent the applicable payment obligations remain outstanding), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of business of such Person consistent with past practice (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all indemnification obligations incurred under any property transition or other similar agreement;

(vi) all obligations of such Person under any interest rate, collar or swap, or other contract, any currency swap, or agreement relating to a forward, swap, or other hedging transaction of any type, whether or not for bona fide hedging purposes, (valued at the termination value thereof); (vii) the liquidation value, accrued and unpaid dividends, prepayment or redemption premiums and penalties (if any), unpaid fees or expenses and other monetary obligations in respect of any redeemable preferred equity interests of such Person; (viii) all obligations of the type referred to in clauses (i) through (vii) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (ix) all obligations of the type referred to in clauses (i) through (viii) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"**Debt Transaction Costs**" has the meaning set forth in Section 4.5(d).

"**Depreciation**" means, for each Partnership Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to an asset for such Partnership Year or other period, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Partnership Year and which difference is being eliminated by use of the "remedial method" as defined by Regulations Section 1.704-3(d), Depreciation for such Partnership Year shall be the amount of book basis recovered for such Partnership Year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purpose at the beginning of such Partnership Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Partnership Year bears to such beginning adjusted tax basis; *provided*, *however*, that, in the case of clause (b) above, if the U.S. federal income tax depreciation, amortization or other cost recovery deduction for such Partnership Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"**Distributed Right**" has meaning set forth in the definition of "Adjustment Factor."

"**Earned LTIP Units**" has the meaning set forth in Section 15.2(a).

"**Earned Unvested LTIP Units**" has the meaning set forth in Section 15.2(a).

"**Economic Capital Account Balance**" means, with respect to a Holder of LTIP Units, its (a) Capital Account balance plus (b) the amount of its share of any Partner Minimum Gain or Partnership Minimum Gain, in either case to the extent attributable to its ownership of LTIP Units.

"**Effective Date**" means April 1, 2015.

"**Equity Incentive Plan**" means any equity incentive plan heretofore or hereafter adopted by the Partnership, Omega REIT or Subsidiaries of the General Partner(s), including the Omega

Healthcare Investors, Inc. 2013 Stock Incentive Plan, the Aviv REIT, Inc. 2013 Long Term Incentive Plan and the Aviv REIT, Inc. 2010 Management Incentive Plan.

"**Equity Share Ownership Limit**" means the applicable restriction or restrictions on ownership of capital stock of Omega REIT imposed under the Charter.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Excepted Holder**" has the meaning set forth in the Charter.

"**Excepted Holder Limit**" has the meaning set forth in the Charter.

"**Exchange**" has the meaning set forth in the Recitals.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Existing Agreement**" has the meaning set forth in the Recitals.

"**Fair Market Value**" means, when applied to any property or other consideration, the fair market value of such property or other consideration, as reasonably determined by the General Partner.

"**Forced Conversion**" has the meaning set forth in Section 15.9(c).

"**Forced Conversion Notice**" has the meaning set forth in Section 15.9(c).

"**Former Aviv LPs**" has the meaning set forth in Section 6.2(c).

"**GAAP**" means generally accepted accounting principles in the United States.

"**General Partner**" means a Person identified as General Partner on Exhibit A, or any successor general partner of the Partnership or Additional General Partner, in its capacity as a general partner of the Partnership.

"**General Partner Interest**" means the Partnership Interest held by a General Partner, which Partnership Interest is an interest as a general partner under the Act. A General Partner Interest shall be expressed as a number of GP Units and shall have the rights and privileges attributed to a General Partner as specified in this Agreement.

"**GP Unit**" means a Unit of Interest, other than an LTIP Unit or an LP Unit, which, when expressed as a number, represents a fractional share of a General Partner's rights as measured against the Units of Interest of all Partners issued pursuant to Article 4.

"**Gross Asset Value**" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed or deemed contributed by a Partner to the Partnership shall be the Fair Market Value of such asset.

(b) The General Partner may make an election to adjust the Gross Asset Values of all Partnership property to reflect their respective Fair Market Values, as of the times listed below:

(i) immediately prior to the acquisition of additional Units in the Partnership by a new or existing Partner in exchange for more than a de minimis Capital Contribution, if the General Partner determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(ii) immediately prior to the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership property as consideration for an interest in the Partnership if the General Partner determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partner in the Partnership;

(iii) immediately prior to the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iv) immediately prior to the grant of Units in the Partnership (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Partnership by an existing Partner acting in a partner capacity, or by a new Partner acting in a partner capacity or in anticipation of becoming a Partner of the Partnership (including the grant of an LTIP Unit), if the General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and

(v) at such other times as the General Partner determines are necessary or advisable, including in order to comply with Regulations Sections 1.704-1(b) and 1.704-2.

(c) The Gross Asset Value of any Partnership property distributed to a Partner shall be adjusted to equal the Fair Market Value of such asset on the date of distribution.

(d) The Gross Asset Values of Partnership property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); *provided* that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent that the General Partner determines to make an adjustment pursuant to subparagraph (b) as necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Value of any Partnership property has been determined or adjusted pursuant to subparagraph (a), (b) or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such property for purposes of computing Net Income and Net Losses.

(f) If any unvested LTIP Units are forfeited, as described in Section 15.2(b), upon such forfeiture, the Gross Asset Value of the Partnership's assets shall be reduced by the amount

of any reduction of such Partner's Capital Account attributable to the forfeiture of such LTIP Units.

"**Gross Receipts**" means all cash received by the Partnership from any source, including rents and interest and repayment of loans made by the Partnership and Capital Contributions, but excluding tenant security deposits and proceeds from any sale, disposition or financing of assets.

"**Holder**" means either (a) a Partner or (b) an Assignee, owning a Unit, that is treated as a partner of the Partnership for federal income tax purposes.

"**Incapacity**" or "**Incapacitated**" means: (i) as to any individual who is a Partner, death, total physical disability or entry by a court of competent jurisdiction adjudicating him or her incompetent to manage his or her Person or his or her estate (unless and until such time as such adjudication of incompetence is reversed or revoked); (ii) as to any corporation or limited liability company which is a Partner, the filing of a certificate of dissolution, or its equivalent, for the corporation or limited liability company, as the case may be, or the revocation of its charter; (iii) as to any partnership which is a Partner, the dissolution and commencement of winding up of the partnership; (iv) as to any estate which is a Partner, the distribution by the fiduciary of the estate's entire interest in the Partnership; and (v) as to any trustee of a trust which is a Partner, the termination of the trust (but not the substitution of a new trustee).

"**Indemnification Obligation**" means any indemnification obligation owed by the Partnership to the General Partners or their Affiliates pursuant to Section 7.6, which shall be paid (i) in cash or (ii) by the issuance of LP Units having an aggregate value equal to the amount of such Indemnification Obligation, in each case, in accordance with the terms of this Agreement.

"**Indemnitee**" means (i) any Person made a party to an action, suit or proceeding or claiming any loss, damage, liability, expense or other amount by reason of his, her or its status as (A) a General Partner, a former General Partner or any Person engaged or formerly engaged to provide management services to the Partnership or its Affiliates or (B) a director, officer, employee, agent, trustee or Affiliate of the Partnership, a General Partner, a former General Partner or any Person engaged or formerly engaged to provide management services to the Partnership or its Affiliates, (ii) any Person who is or was serving at the request of a General Partner or a former General Partner or any Affiliate thereof as a director, officer, employee, agent or trustee of another Person and (iii) such other Persons (including Affiliates of the Partnership or any General Partner) as the General Partner may designate from time to time, in its sole and absolute discretion.

"**IRS**" means the United States Internal Revenue Service or any successor agency.

"**Limited Partner**" means any Person holding LP Units or LTIP Units as set forth in Exhibit A attached hereto, as such Exhibit A may be amended from time to time, or any Substituted Limited Partner or Additional Limited Partner, in such Person's capacity as a Limited Partner in the Partnership. For the avoidance of doubt, a General Partner may also be a Limited Partner and will have the rights and powers, and will be subject to the restrictions and liabilities, of a Limited Partner to the extent of its LP Units.

"**Limited Partner Interest**" means a Partnership Interest of a Limited Partner in the Partnership representing a fractional part of the Partnership Interests of all Limited Partners and includes any and all benefits to which the holder of such a Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Limited Partner Interest shall be expressed as a number of LP Units.

"**Liquidating Event**" has the meaning set forth in Section 13.1.

"**Liquidating Gains**" means any net gain realized in connection with the actual or hypothetical sale of all or substantially all of the assets of the Partnership (including upon the occurrence of any Liquidating Event or Terminating Capital Transaction), including but not limited to net gain realized in connection with an adjustment to the Gross Asset Value of Partnership assets under the definition of Gross Asset Value in Section 1.1 of this Agreement.

"**Liquidator**" has the meaning set forth in Section 13.2(a).

"**Loan Documents**" means the loan agreements, indentures and other ancillary documents evidencing, securing, guaranteeing, or otherwise associated with the Debt of a General Partner or the Partnership, or any of their respective Subsidiaries, from time to time.

"**LP Unit**" means a Unit of Interest, other than an LTIP Unit or a GP Unit, which, when expressed as a number, represents a fractional share of a Limited Partner's rights as measured against the Units of Interest of all Partners issued pursuant to Article 4.

"**LTIP Unit Distribution Participation Date**" has the meaning set forth in Section 15.4(a).

"**LTIP Units**" means the Units designated as such having the rights, powers, privileges, restrictions, qualifications and limitations set forth herein and in the Equity Incentive Plan or any Vesting Agreement relating thereto. LTIP Units can be issued in one or more classes, or one or more series of any class bearing such relationship to one another as to allocations, distributions, and other rights as the General Partner shall determine in its sole and absolute discretion subject to Delaware law.

"**Majority in Interest of the Outside Limited Partners**" means Limited Partners (excluding for this purpose any Limited Partner Interests held by (i) a General Partner or its Subsidiaries, (ii) any Person of which a General Partner or its Subsidiaries directly or indirectly owns or controls more than fifty percent (50%) of the voting interests and (iii) any Person directly or indirectly owning or controlling more than fifty percent (50%) of the outstanding interests of a General Partner) holding more than fifty percent (50%) of the outstanding Units held by all Limited Partners who are not excluded for the purposes hereof.

"**Market Price**" has the meaning set forth in the definition of "Value."

"**Merger**" has the meaning set forth in the Recitals.

"**Merger Agreement**" has the meaning set forth in the Recitals.

"**Net Income**" or "**Net Loss**" means, for each Partnership Year, an amount equal to the Partnership's taxable income or loss for such Partnership Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of "Net Income" or "Net Loss" shall be added to such taxable income or loss;

(b) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of "Net Income" or "Net Loss," shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Partnership property is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Partnership Year;

(f) To the extent an adjustment to the adjusted tax basis of any Partnership property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partnership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss; and

(g) Notwithstanding any other provision of this definition of "Net Income" or "Net Loss," any items of income, gain, loss or deduction which are specially allocated pursuant to Article 6 shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to Article 6 shall be determined by applying rules analogous to those set forth in this definition of "Net Income" or "Net Loss."

"**New Debt Obligation**" has the meaning set forth in Section 4.5(d).

"**Nonrecourse Deductions**" has the meaning set forth in Regulations Section 1.704-2(b)(1), and the amount of Nonrecourse Deductions for a Partnership Year shall be determined in accordance with the rules of Regulations Section 1.704-2(c).

"**Nonrecourse Liability**" has the meaning set forth in Regulations Section 1.752-1(a)(2).

"**Notice of Redemption**" means the Notice of Redemption substantially in the form of Exhibit B attached hereto.

"**Officer**" has the meaning set forth in Section 7.1(c).

"Omega Contribution" has the meaning set forth in the Recitals.

"**Omega Contribution Agreement**" has the meaning set forth in the Recitals.

"**Omega Holdco**" has the meaning set forth in the introductory paragraph.

"**Omega REIT**" has the meaning set forth in the introductory paragraph.

"**Original Agreement**" has the meaning set forth in the Recitals.

"**Participating Facility**" means any facility, the ownership interest of which is directly or indirectly owned or leased in full or in part by the Partnership.

"**Partner**" means a General Partner or a Limited Partner, and " **Partners**" means the General Partners and the Limited Partners, collectively.

"**Partner Minimum Gain**" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2 (i)(3).

"**Partner Nonrecourse Debt**" has the meaning set forth in Regulations Section 1.704-2(b)(4).

"**Partner Nonrecourse Deductions**" has the meaning set forth in Regulations Section 1.704-2(i)(2), and the amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership Year shall be determined in accordance with the rules of Regulations Section 1.704-2(i)(2).

"**Partnership**" means OHI Healthcare Properties Limited Partnership, a Delaware limited partnership, and any successor thereto.

"**Partnership Assets**" means any and all such interests (direct or indirect) in personal property and real property, including equity interests in other entities, interests in joint ventures, fee interests, interests in ground leases, interests in mortgages and Debt instruments, that the Partnership may hold from time to time.

"**Partnership Interest**" means a Partner's ownership interest in the Partnership including any and all benefits to which the holder of such Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Partner to comply with the terms and provisions of this Agreement. A Partnership Interest shall be expressed as a number of Units.

"**Partnership Minimum Gain**" has the meaning given such term in Regulations Section 1.704-2(b)(2), and the amount of Partnership Minimum Gain, as well as any net increase or decrease in Partnership Minimum Gain, for any Partnership Year shall be determined in accordance with the rules of Regulations Section 1.704-2(d).

"**Partnership Record Date**" means a record date established by the General Partner for the distribution of Available Cash pursuant to Section 5.1, which record date shall generally be the same as the record date established by Omega REIT for a distribution to its stockholders of some or all of its portion of such distribution received directly or indirectly from the Partnership.

"**Partnership Year**" has the meaning set forth in Section 9.2.

"**Percentage Interest**" means, as to a Partner, the percentage determined by dividing the Units owned by such Partner by the total number of Units then outstanding as specified in Exhibit A attached hereto, as such Exhibit may be amended from time to time. If the Partnership issues additional classes or series of Partnership Interests other than as contemplated herein, the interest in the Partnership among the classes or series of Partnership Interests shall be determined as set forth in an amendment to this Agreement setting forth the rights and privileges of such additional classes or series of Partnership Interests, if any, as contemplated by Section 4.4. For purposes of computing the Percentage Interest of a Holder of Units in connection with any determination required to be made under this Agreement, the total number of LTIP Units then outstanding shall be included in such computations or such fractional portion of each LTIP Unit as may be specified in this Agreement or any operative document governing the provisions of the Equity Incentive Plan pursuant to which an award of LTIP Units is made.

"**Person**" means an individual or a corporation, limited liability company, partnership, trust, unincorporated organization, association or other entity.

"**Principal General Partner**" means the General Partner designated as such on Exhibit A.

"**Proposed Section 83 Safe Harbor Regulations**" has the meaning set forth in Section 15.11.

"**PTP Safe Harbors**" has the meaning set forth in Section 11.6(e).

"**Publicly Traded**" means listed or admitted to trading on the New York Stock Exchange, the NASDAQ Stock Market or another national securities exchange, or any successor to the foregoing.

"**Qualified REIT Subsidiary**" means a qualified REIT Subsidiary of Omega REIT within the meaning of Code Section 856(i)(2).

"**Qualified Transferee**" means an "Accredited Investor" as defined in Rule 501 promulgated under the Securities Act.

"**Qualifying Party**" means (a) a Limited Partner set forth on Exhibit A attached hereto, (b) an Additional Limited Partner or (c) a Substituted Limited Partner succeeding to all or part of the Limited Partner Interest of (i) a Limited Partner set forth on Exhibit A attached hereto or (ii) an Additional Limited Partner.

"**Redemption**" has the meaning set forth in Section 8.6(a).

"**Regulations**" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"**Regulatory Allocations**" has the meaning set forth in Section 6.2(b)(vii).

"**REIT**" means a real estate investment trust qualifying under Code Section 856.

"**REIT Payment**" has the meaning set forth in Section 16.11.

"**REIT Requirements**" has the meaning set forth in Section 5.1(c).

"**REIT Share**" means a share of Omega REIT's common stock, par value $0.10 per share.

"**REIT Shares Amount**" means a number of REIT Shares equal to the product of (a) the number of Tendered Units and (b) the Adjustment Factor in effect on the Specified Redemption Date with respect to such Tendered Units; *provided*, *however*, that in the event that Omega REIT issues to all holders of REIT Shares as of a certain record date rights, options, warrants or convertible or exchangeable securities entitling Omega REIT's stockholders to subscribe for or purchase REIT Shares, or any other securities or property (collectively, the "**Rights**"), with the record date for such Rights issuance falling within the period starting on the date of the Notice of Redemption and ending on the day immediately preceding the Specified Redemption Date, which Rights will not be distributed before the relevant Specified Redemption Date, then the REIT Shares Amount shall also include such Rights that a holder of that number of REIT Shares would be entitled to receive, expressed, where relevant hereunder, in a number of REIT Shares determined by the General Partner in good faith.

"**Rights**" has the meaning set forth in the definition of "REIT Shares Amount."

"**Section 83 Safe Harbor**" has the meaning set forth in Section 15.11.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

"**Service Provider**" has the meaning set forth in Section 4.6.

"**Specified Redemption Date**" means the tenth (10^{th}) Business Day following receipt by the General Partner of a Notice of Redemption; *provided* that if the REIT Shares are not Publicly Traded, the Specified Redemption Date means the thirtieth (30^{th}) Business Day following receipt by the General Partner of a Notice of Redemption.

"**Subsidiary**" means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person and/or one or more Subsidiaries of such Person and (b) any partnership, limited liability company or other entity in which such Person and/or one or more Subsidiaries of such Person shall have, directly or indirectly, an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%).

"**Substituted Limited Partner**" means a Person who is admitted to the Partnership as a Limited Partner pursuant to Section 11.4.

"**Survivor**" has the meaning set forth in Section 11.2(b)(iii).

"**Tax Items**" has the meaning set forth in Section 6.3(a).

"**Tendered Units**" has the meaning set forth in Section 8.6(a).

"**Tendering Partner**" has the meaning set forth in Section 8.6(a).

"**Terminating Capital Transaction**" means any sale or other disposition of all or substantially all of the assets of the Partnership or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of the Partnership.

"**Transaction**" has the meaning set forth in Section 11.2(b).

"**Transfer**" or "**Transferred**" means, as a noun, any voluntary or involuntary transfer, exchange, sale, pledge, hypothecation, gift (outright or in trust) or other disposition or encumbrance and, as a verb, voluntarily or involuntarily to transfer, exchange, sell, pledge, hypothecate, gift (outright or in trust) or otherwise dispose of or encumber; *provided*, *however*, that when the term is used in Article 11, "Transfer" does not include any Redemption of Units by the Partnership or a General Partner, or acquisition of Tendered Units by a General Partner, pursuant to Section 8.6.

"**Unearned LTIP Units**" has the meaning set forth in Section 15.2.

"**Unit**" means a fractional share of a Partnership Interest of a Partner, also referred to as " **Unit of Interest**." The Partnership shall have three types of "**Units**" or "**Units of Interest**"— "GP," "LP," and "LTIP"— issued pursuant to Article 4; *provided*, *however*, that the General Partner Interests, the Limited Partner Interests and LTIP Interests shall have the differences in

rights and privileges as specified in this Agreement or, in the case of an LTIP Unit, as specified in an Equity Incentive Plan or any Vesting Agreement relating thereto.

"**Unvested LTIP Units**" has the meaning set forth in Section 15.2(a).

"**Value**" means, on any date of determination with respect to a REIT Share, the average of the daily Market Prices for ten (10) consecutive trading days immediately preceding the date of determination except that, as provided in Section 4.6(b), the Market Price for the trading day immediately preceding the date of exercise of a stock option under any Equity Incentive Plan shall be substituted for such average of daily market prices for purposes of Section 4.6; *provided*, *however*, that for purposes of Section 8.6, the "date of determination" shall be the date of receipt by the General Partner of a Notice of Redemption or, if such date is not a Business Day, the immediately preceding Business Day. The term "**Market Price**" on any date shall mean: (i) if the REIT Shares are listed or admitted to trading on the New York Stock Exchange or another stock exchange, the last sale price for a REIT Share, regular way, on such date or, in case no such sale takes place on such date, the average of the closing bid and asked prices for a REIT Share, regular way, on such date, in each case as reported by the New York Stock Exchange or such other stock exchange on which the REIT Shares are listed or admitted to trading; (ii) if the REIT Shares are not listed or admitted to trading on the New York Stock Exchange or another stock exchange, the last reported sale price on such date or, if no sale takes place on such date, the average of the closing bid and asked prices for a REIT Share on such date or, if no such last reported sale price or closing bid and asked prices are available, the average of the reported high bid and low asked prices on such date, in each case as reported by a reliable quotation source selected by the General Partner; or (iii) in the event that no trading price is available for REIT Shares, the fair market value of a REIT Share, as determined in good faith by the Board of Directors of Omega REIT.

"**Vested LTIP Units**" has the meaning set forth in Section 15.2(a).

"**Vesting Agreement**" has the meaning set forth in Section 15.2(a).

ARTICLE 2
ORGANIZATIONAL MATTERS

Section 2.1. Organization. The Partnership is a limited partnership formed pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement. Except as expressly provided herein, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Act. The Partnership Interests of each Partner shall be personal property for all purposes.

Section 2.2. Name. The name of the Partnership is "OHI Healthcare Properties Limited Partnership." The Partnership's business may be conducted under any other name or names deemed advisable by the General Partner, including in the name of a General Partner or any Affiliate thereof. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires. The General Partner in its sole and absolute discretion may change the name of the Partnership at any time and from time to time and shall

notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 2.3. Registered Office and Agent; Principal Office . The address of the registered office of the Partnership in the State of Delaware is located at Corporation Service Company, 2711 Centerville Road, Wilmington, Delaware 19808, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office is Corporation Service Company. The principal office of the Partnership is located at 200 International Circle, Suite 3500, Hunt Valley, Maryland 21030 or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner deems advisable.

Section 2.4. Power of Attorney.

(a) Each Limited Partner and each Assignee constitutes and appoints the General Partner and any Liquidator (and any successor to any thereof by merger, transfer, assignment, election or otherwise) and each of the authorized officers and attorneys-in-fact of each of the foregoing, and each of those acting singly, in each case, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices: (A) all certificates, documents and other instruments (including this Agreement and the Certificate and all amendments or restatements thereof) that the General Partner or any Liquidator, as applicable, deems appropriate or necessary to form, qualify or continue the existence or qualification of the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property; (B) all instruments that the General Partner or any Liquidator, as applicable, deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement made in accordance with the terms of this Agreement; (C) all conveyances and other instruments or documents that the General Partner or any Liquidator, as applicable, deems appropriate or necessary to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement, including a certificate of cancellation; (D) all instruments relating to the admission, withdrawal, removal or substitution of any Partner pursuant to, or other events described in, Article 11, Article 12 or Article 13 or the Capital Contribution of any Partner; and (E) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of Units, including any class of Units issued pursuant to Article 4; and

(ii) execute, swear to, acknowledge and file all ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the sole and absolute discretion of the General Partner or any Liquidator, as applicable, to make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action which is made or given by the Partners hereunder or is consistent with the terms of this

Agreement or appropriate or necessary, in the sole and absolute discretion of the General Partner or any Liquidator, as applicable, to effectuate the terms or intent of this Agreement.

Nothing contained in this Section 2.4 shall be construed as authorizing a General Partner or any Liquidator, as applicable, to amend this Agreement except in accordance with Article 14 or as may be otherwise expressly provided for in this Agreement.

(b) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, in recognition of the fact that each of the Partners will be relying upon the power of the General Partner and any Liquidator, as applicable, to act as contemplated by this Agreement in any filing or other action by it on behalf of the Partnership, and it shall survive and not be affected by the subsequent Incapacity or bankruptcy of any Limited Partner or Assignee or the Transfer of all or any portion of such Limited Partner's or Assignee's Units or Partnership Interests and shall extend to such Limited Partner's or Assignee's heirs, successors, assigns and personal representatives. Each such Limited Partner or Assignee hereby agrees to be bound by any representation made by the General Partner or any Liquidator, as applicable, acting in good faith pursuant to such power of attorney; and each such Limited Partner or Assignee hereby waives any and all defenses which may be available to it to contest, negate or disaffirm the action of the General Partner or any Liquidator, as applicable, taken in good faith under such power of attorney. Each Limited Partner or Assignee shall execute and deliver to the General Partner or any Liquidator, as applicable, within fifteen (15) days after receipt of the General Partner's or Liquidator's, as applicable, request therefor, such further designation, powers of attorney and other instruments as the General Partner or the Liquidator, as the case may be, deems necessary to effectuate this Agreement and the purposes of the Partnership.

Section 2.5. Term. The term of the Partnership commenced on the filing of the Certificate with the Secretary of State of the State of Delaware and the Partnership shall continue in existence until the termination of the Partnership in accordance with the provisions of Article 13.

ARTICLE 3
PURPOSE

Section 3.1. Purpose and Business. The purpose and nature of the business to be conducted by the Partnership shall be: (a) to hold general partner interests, limited partner interests, limited liability company interests or other equity interests in, and to serve as general partner or manager of, or such other positions that control the operations of, any Subsidiary and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership as a general partner, manager or other position of control of each such Subsidiary pursuant to the partnership, operating or other agreement pursuant to which such Subsidiary is owned and operated or otherwise; (b) to conduct any business that may be lawfully conducted by a limited partnership organized pursuant to the Act; (c) to enter into any other partnership, joint venture or other similar arrangement to engage in any of the foregoing or to own interests, directly or indirectly, in any entity engaged, directly or indirectly, in any of the foregoing; and (d) to do anything necessary or incidental to the foregoing; *provided*, *however*, such business and arrangements and interests shall be limited to and conducted in such a manner, in the General

Partner's sole and absolute discretion, so as to permit Omega REIT at all times to be classified as a REIT, unless Omega REIT, in accordance with its Charter and Bylaws, in its sole and absolute discretion has chosen to cease to qualify as a REIT or has chosen not to attempt to qualify as a REIT for any reason or reasons whether or not related to the business conducted by the Partnership. Without limiting the generality of the foregoing, the Partners acknowledge that the status of Omega REIT as a REIT inures to the benefit of all Partners and not solely to Omega REIT or its Affiliates.

Section 3.2. Powers.

(a) The Partnership is empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described herein and for the protection and benefit of the Partnership, including full power and authority, directly or through its ownership interest in other entities, to enter into, perform and carry out contracts of any kind, borrow money and issue evidences of Debt, whether or not secured by mortgage, deed of trust, pledge or other lien, acquire and develop real property and personal property and lease, sell, transfer and dispose of real property and personal property.

(b) Notwithstanding any other provision in this Agreement, the General Partner may cause the Partnership to take, or to refrain from taking, any action that, in the judgment of the General Partner, in its sole and absolute discretion , (i) could adversely affect the ability of Omega REIT to continue to qualify as a REIT, (ii) could subject Omega REIT to any additional taxes under Code Sections 856 or 857, or Code Section 4981 or any other related or successor provisions of the Code or (iii) could violate any law or regulation of any governmental body or agency having jurisdiction over Omega REIT, its securities or the Partnership.

Section 3.3. Partnership Only for Purposes Specified. The Partnership shall be a partnership only for tax purposes and the purposes specified in Section 3.1, and this Agreement shall not be deemed to create a partnership among the Partners with respect to any activities whatsoever other than the activities within such purposes. Except as otherwise expressly provided in this Agreement, no Limited Partner, in its capacity as such, shall have any authority to act for, bind, commit or assume any obligation or responsibility on behalf of the Partnership, its properties or any other Partner. No Partner, in its capacity as a Partner under this Agreement, shall be responsible or liable for any Debt or obligation of another Partner, nor shall the Partnership be responsible or liable for any Debts or obligation of any Partner, incurred either before or after the execution and delivery of this Agreement by such Partner, except as to those responsibilities, liabilities, Debt or obligations incurred or assumed pursuant to and as limited by the terms of this Agreement and the Act.

Section 3.4. Representations and Warranties by the Parties .

(a) Each Partner (including each Additional Limited Partner or Substituted Limited Partner as a condition to becoming an Additional Limited Partner or a Substituted Limited Partner, respectively) that is an individual represents and warrants to the Partnership and to each other Partner that (i) such Partner has the legal capacity to enter into this Agreement and perform such Partner's obligations hereunder, (ii) the consummation of the transactions contemplated by

this Agreement will not result in a breach or violation of, or a default under, any agreement by which such Partner or any of such Partner's property is bound, or any statute, regulation, order or other law to which such Partner is subject, (iii) subject to the last sentence of this Section 3.4(a) such Partner is neither a "foreign person" within the meaning of Code Section 1445(f) nor a "foreign partner" within the meaning of Code Section 1446(e), (iv) this Agreement is binding upon, and enforceable against, such Partner in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity)), (v) if such Partner is a Substituted Limited Partner or an Additional Limited Partner but is not an Excepted Holder, such Partner does not own, directly or indirectly, (A) 9.8% or more of the total combined voting power of all classes of stock entitled to vote, or 9.8% or more of the total value of all classes of stock, of any corporation that is a tenant of (1) Omega REIT or any Qualified REIT Subsidiary, (2) the Partnership or (3) any partnership, venture or limited liability company of which Omega REIT, any Qualified REIT Subsidiary or the Partnership is a member or (B) an interest of 9.8% or more in the assets or net profits of any tenant of (1) Omega REIT or any Qualified REIT Subsidiary, (2) the Partnership or (3) any partnership, venture or limited liability company of which Omega REIT, any Qualified REIT Subsidiary or the Partnership is a member and (vi) if such Partner is a Substituted Limited Partner or an Additional Limited Partner and is an Excepted Holder, such Partner does not own, directly or indirectly, REIT Shares in excess of his or her Excepted Holder Limit . Notwithstanding anything contained herein to the contrary, in the event that the representation contained in the foregoing clause (iii) would be inaccurate if given by a Partner, such Partner (x) shall not be required to make and shall not be deemed to have made such representation if it delivers to the General Partner in connection with or prior to its execution of this Agreement written notice that it may not truthfully make such representation, (y) hereby agrees that it is subject to, and hereby authorizes the General Partner to withhold, all withholdings to which such a "foreign person" or "foreign partner," as applicable, is subject under the Code and (z) hereby agrees to cooperate fully with the General Partner with respect to such withholdings, including by effecting the timely completion and delivery to the General Partner of all governmental forms required in connection therewith.

(b) Each Partner (including each Additional Limited Partner or Substituted Limited Partner as a condition to becoming an Additional Limited Partner or a Substituted Limited Partner, respectively) that is not an individual represents and warrants to the Partnership and to each other Partner that (i) such Partner is duly organized under the laws of its state of formation, and has the requisite power to execute and deliver this Agreement and perform its obligations hereunder, (ii) all transactions contemplated by this Agreement to be performed by it have been duly authorized by all necessary corporate, limited liability company or partnership action, as the case may be, including that of its general partner(s), members, committee(s), trustee(s), beneficiaries, directors and/or stockholder(s), as the case may be, as required, (iii) the consummation of such transactions will not result in a breach or violation of, or a default under, its partnership agreement, operating agreement, trust agreement, charter or by-laws or other organizational documents, as the case may be, any agreement by which such Partner or any of such Partner's property or any of its partners, beneficiaries, trustees or stockholders, as the case may be, is or are bound, or any statute, regulation, order or other law to which such Partner or any of its partners, trustees, beneficiaries or stockholders, as the case may be, is or are subject,

(iv) subject to the last sentence of this Section 3.4(b), such Partner is neither a "foreign person" within the meaning of Code Section 1445(f) nor a "foreign partner" within the meaning of Code Section 1446(e), (v) this Agreement is binding upon, and enforceable against, such Partner in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity)), (vi) if such Partner is a Substituted Limited Partner or an Additional Limited Partner but is not an Excepted Holder, neither such Partner nor any of its beneficial owners owns, directly or indirectly, (A) 9.8% or more of the total combined voting power of all classes of stock entitled to vote, or 9.8% or more of the total value of all classes of stock, of any corporation that is a tenant of (1) Omega REIT or any Qualified REIT Subsidiary, (2) the Partnership or (3) any partnership, venture or limited liability company of which Omega REIT, any Qualified REIT Subsidiary or the Partnership is a member or (B) an interest of 9.8% or more in the assets or net profits of any tenant of (1) Omega REIT or any Qualified REIT Subsidiary, (2) the Partnership or (3) any partnership, venture, or limited liability company of which Omega REIT, any Qualified REIT Subsidiary or the Partnership is a member, and (vii) if such Partner is a Substituted Limited Partner or an Additional Limited Partner and is an Excepted Holder, neither such Partner nor any of its beneficial owners owns, directly or indirectly, REIT Shares in excess of its Excepted Holder Limit. Notwithstanding anything contained herein to the contrary, in the event that the representation contained in the foregoing clause (iv) would be inaccurate if given by a Partner, such Partner (x) shall not be required to make and shall not be deemed to have made such representation if it delivers to the General Partner in connection with or prior to its execution of this Agreement written notice that it may not truthfully make such representation, (y) hereby agrees that it is subject to, and hereby authorizes the General Partner to withhold, all withholdings to which such a "foreign person" or "foreign partner," as applicable, is subject under the Code and (z) hereby agrees to cooperate fully with the General Partner with respect to such withholdings, including by effecting the timely completion and delivery to the General Partner of all governmental forms required in connection therewith.

(c) Each Partner (including each Additional Limited Partner or Substituted Limited Partner as a condition to becoming an Additional Limited Partner or Substituted Limited Partner, respectively) represents and warrants that it has acquired its interest in the Partnership for its own account for investment purposes only and not for the purpose of, or with a view toward, the resale or distribution of all or any part thereof, nor with a view toward selling or otherwise distributing such interest or any part thereof at any particular time or under any predetermined circumstances in violation of securities law, except for the anticipated distribution of Units to Qualified Transferees in connection with the liquidation and dissolution of Aviv LP. Each Partner further represents and warrants that it is a sophisticated investor, able and accustomed to handling sophisticated financial matters for itself, particularly real estate investments, and that it has a sufficiently high net worth that it does not anticipate a need for the funds it has invested in the Partnership in what it understands to be a highly speculative and illiquid investment.

(d) The representations and warranties contained in Section 3.4(a), Section 3.4(b), and Section 3.4(c) shall survive the execution and delivery of this Agreement by each Partner (and, in the case of an Additional Limited Partner or a Substituted Limited Partner, the admission

of such Additional Limited Partner or Substituted Limited Partner as a Limited Partner in the Partnership) and the dissolution and winding up of the Partnership.

ARTICLE 4
CAPITAL CONTRIBUTIONS

Section 4.1. Capital Contributions of the Partners. Each Partner has made (or shall be deemed to have made) a Capital Contribution to the Partnership and in exchange has been issued Units in the respective amounts set forth for such Partner on Exhibit A, as the same may be amended from time to time by the General Partner without the consent of any Limited Partner to the extent necessary to reflect accurately sales, exchanges, conversions or other Transfers, redemptions, Capital Contributions, the issuance of additional Units or similar events having an effect on a Partner's ownership of Units. Except as required by law or as otherwise provided in Section 4.4 or Section 4.5, no Partner shall be required to make any additional Capital Contributions or loans to the Partnership.

Section 4.2. General Partner Interest. The Partnership shall have at least one (1), but may have more than one (1), General Partner. The Partnership shall have only one (1) General Partner designated as Principal General Partner. Except as otherwise specifically stated herein or as the context may otherwise require, the Principal General Partner, in its sole and absolute discretion and without the consent of the Limited Partners or other General Partner(s), if any, shall have all of the powers and obligations granted to or imposed on the General Partner hereunder. The action or inaction, as the case may be, of the Principal General Partner with respect to any of the powers or obligations granted to or imposed on the General Partner hereunder shall be deemed an exercise of the powers and performance of the obligations generally delegated to the General Partner hereunder. For purposes of clarity and not in limitation of the foregoing, all references in this Agreement to the "General Partner" shall be references to the Principal General Partner except as the context may otherwise require.

Section 4.3. Units. From and after the Effective Date, the Partnership shall have three classes of Units: "GP Units," "LP Units" and "LTIP Units." Notwithstanding any provision of this Agreement to the contrary, no class, series, or group of Partners or Partnership Interests shall exist except as expressly provided in this Agreement or expressly provided by action duly taken in accordance with this Agreement, and no such class, series, or group of Partners or Partnership Interests shall be entitled to vote, consent, or give approval with respect to any matter as a class, series, or group except as expressly provided in this Agreement or expressly provided by action duly taken in accordance with this Agreement.

Section 4.4. Issuances of Additional Partnership Interests.

(a) General. The General Partner is hereby authorized to cause the Partnership to issue additional Partnership Interests, in the form of Units, for any Partnership purpose, at any time or from time to time, to the Partners (including a General Partner) or to other Persons, and to admit such other Persons as Additional General Partners and/or Additional Limited Partners, for such consideration and on such terms and conditions as shall be established by the General Partner in its sole and absolute discretion , all without the approval of any Limited Partners. Without limiting the foregoing, the General Partner is expressly authorized to cause the

Partnership to issue Units (i) upon the conversion, redemption or exchange of any Debt or other securities issued by the Partnership, (ii) for less than Fair Market Value, so long as the General Partner concludes in good faith that such issuance is in the best interests of the Omega REIT and the Partnership, and (iii) in connection with any merger of any other Person with or into the Partnership or any Subsidiary of the Partnership if the applicable merger agreement provides that Persons are to receive Units in exchange for their interests in the Person merging with or into the Partnership or any Subsidiary of the Partnership. Any additional Partnership Interests shall be issued as Units. Upon the issuance of any additional Units, the General Partner shall amend Exhibit A as appropriate to reflect such issuance, which such amendment shall not require the consent of any Limited Partner.

(b) Issuances to the General Partners. No additional Units shall be issued to a General Partner unless: (i) the additional Units are issued to all Partners in proportion to their respective Percentage Interests; (ii) (A) the additional Units are Units issued in connection with an issuance of REIT Shares and (B) a General Partner contributes or otherwise causes to be transferred to the Partnership the cash proceeds or other consideration, if any, received in connection with the issuance of such REIT Shares; (iii) the additional Units are issued upon the conversion, redemption or exchange of Debt or other securities issued by the Partnership; or (iv) the additional Units are issued to and in connection with the admission of a new Additional General Partner where there has been a transfer of property having a Fair Market Value equal to the Value of the additional Units transferred to the new Additional General Partner. In the event that the Partnership issues additional Units pursuant to this Section 4.4(b), the General Partner shall make such revisions to this Agreement as it determines are necessary to reflect the issuance of such additional Units.

Section 4.5. Additional Equity Funding, Capital Contributions.

(a) General. The General Partner may, at any time and from time to time, determine that the Partnership requires additional funds (" **Additional Funds**") for the acquisition of additional Partnership Assets, for the redemption of Units or for such other Partnership purposes as the General Partner may determine in its sole and absolute discretion. Additional Funds may be raised by the Partnership, at the election of the General Partner, in any manner provided in, and in accordance with, the terms of this Section 4.5. No Person shall have any preemptive, preferential or similar right or rights to subscribe for or acquire any Partnership Interests.

(b) Additional Capital Contributions. The Partnership may raise all or any portion of such Additional Funds by accepting additional Capital Contributions from the Partners (or any Partner, including a General Partner) or from third parties on terms and conditions as shall be determined by the General Partner. In connection with any such additional Capital Contributions (of cash or property), the General Partner is hereby authorized and directed to cause the Partnership to issue additional Units and to amend the Percentage Interests attributable to each Partner. In the event that the Partnership accepts additional Capital Contributions pursuant to this Section 4.5(b), the General Partner shall make such additional revisions to this Agreement (including Exhibit A) as are consistent with and necessary to reflect such additional Capital Contributions and issuance of Units, in each case without the consent of any Limited Partner.

(c) Issuance of Securities by Omega REIT . In the event that Omega REIT issues any additional REIT Shares or other shares of capital stock in a transaction that does not otherwise result in a change in the Adjustment Factor, Omega REIT shall contribute such cash or other consideration received in connection with the issuance of such REIT Shares (or other shares of capital stock of Omega REIT) to the Partnership (or indirectly to any Partnership Subsidiary) in exchange for additional LP Units; *provided*, *however*, that notwithstanding the foregoing, Omega REIT may issue REIT Shares or other shares of capital stock without any such corresponding contribution or issuance of additional LP Units (i) pursuant to Section 8.6(b), (ii) pursuant to a dividend or distribution (including any stock split) of REIT Shares or other shares of capital stock to all of the holders of REIT Shares or other shares of capital stock or (iii) pursuant to share grants or awards made pursuant to any Equity Incentive Plan. In the event of any issuance by Omega REIT of additional REIT Shares or other shares of capital stock, and a direct or indirect contribution to the Partnership or any Partnership Subsidiary of the cash proceeds or other consideration received from such issuance, the Partnership shall pay Omega REIT's expenses associated with such issuance, including any underwriting discounts or commissions (it being understood that if the proceeds actually received by Omega REIT are less than the gross proceeds of such issuance as a result of any underwriter's discount or other expenses paid or incurred by Omega REIT in connection with such issuance, then Omega REIT shall be deemed to have made a Capital Contribution to the Partnership, in the amount of the gross proceeds of such issuance and the Partnership shall be deemed simultaneously to have reimbursed Omega REIT for the amount of such underwriter's discount or other expenses). Without limiting the foregoing, Omega REIT is expressly authorized to issue additional REIT Shares or other shares of capital stock, as the case may be, for less than Fair Market Value, and the General Partner is expressly authorized to cause the Partnership to issue to Omega REIT or its designee corresponding Units, so long as (a) the General Partner concludes in good faith that such issuance is in the interests of Omega REIT and the Partnership and (b) Omega REIT transfers, directly or indirectly, all net proceeds from any such issuance (after deducting any out-of-pocket expenses incurred in connection therewith) directly or indirectly to the Partnership. Notwithstanding the foregoing, this Section 4.5 shall not apply to any issuance of additional REIT Shares (or other shares of capital stock of Omega REIT) that is subject to Section 4.6.

(d) Issuance of Debt Obligations by Omega REIT . In the event that Omega REIT issues any new debt obligation (the " **New Debt Obligation**"), Omega REIT shall contribute the cash or other consideration received in connection with the issuance of the New Debt Obligation to the Partnership (or indirectly to any Partnership Subsidiary), net of any such proceeds used by Omega REIT directly to pay costs and expenses incurred in connection with the issuance of such New Debt Obligation (included but not limited to underwriting, discounts, commissions or fees, and professional fees and expenses) (collectively, "**Debt Transaction Costs**") or to repay, redeem, defease or otherwise refinance other Indebtedness of Omega REIT. In exchange for such contribution by Omega REIT, the Partnership shall be deemed to have assumed and agreed to pay, perform or otherwise fulfill all of Omega REIT's liabilities and obligations with respect to such New Debt Obligation (the "**Assumed New Debt Obligations and Liabilities**") and to reimburse all Omega REIT's expenses associated with the issuance of the New Debt Obligation, including any Debt Transaction Costs not paid directly by Omega REIT. Notwithstanding the foregoing provisions of this paragraph, although the Partnership shall be deemed to have assumed primary responsibility for the Assumed New Debt Obligations and Liabilities, Omega REIT shall remain and continue as obligor and to be fully liable, whether in its capacity as issuer,

borrower, guarantor, lessee or otherwise, with respect to all such Assumed New Debt Obligations and Liabilities, and nothing herein shall be deemed to release Omega REIT from any such Assumed New Debt Obligations and Liabilities, or require Omega REIT to assign or transfer to the Partnership (or require the Partnership to acquire or succeed to) Omega REIT's interest as issuer, borrower, guarantor, lessee or other named obligor of any of the Assumed New Debt Obligations and Liabilities.

Section 4.6. Equity Incentive Plan.

(a) Incentive Grants to Employees and Independent Directors. If at any time or from time to time, in connection with an Equity Incentive Plan, (1) a stock option granted to an employee, contractor or director of the Partnership, Omega REIT or any other Subsidiary of a General Partner (a "**Service Provider**") pursuant to such an Equity Incentive Plan is validly exercised and REIT Shares are issued to the Service Provider, (2) restricted stock is issued to a Service Provider for which an election under Section 83(b) of the Code is made by such Service Provider, (3) restricted stock was issued to a Service Provider for which an election under Section 83(b) of the Code was not made by such Service Provider and the ownership rights in such stock have vested, (4) restricted stock units granted to a Service Provider vest and REIT Shares are issued in settlement thereof, or (5) deferred stock units issued to a Service Provider become payable and REIT Shares are issued in settlement thereof:

(i) To the extent applicable, the applicable General Partner or Subsidiary of a General Partner, as soon as practicable after such issuance, shall make or cause to be made a Capital Contribution to the Partnership in an amount equal to the aggregate exercise price paid in connection with such issuance by such exercising party in connection with the exercise of such stock option.

(ii) Notwithstanding the amount of the Capital Contribution actually made pursuant to Section 4.6(a)(i), the applicable General Partner shall be deemed to have contributed to the Partnership, as a Capital Contribution, an amount equal to the Value of a REIT Share as of: (A) the date of exercise of an option; (B) the date on which the election under Section 83(b) of the Code is made with respect to such restricted stock; (C) the date on which the vesting event occurs with respect to restricted stock as to which no Section 83(b) election was made; or (D) the date of issuance of REIT Shares in connection with the settlement of restricted stock units or deferred stock units; as the case may be, multiplied by the number of REIT Shares then being issued in connection therewith, in exchange for a number of GP Units equal to the number of REIT Shares being issued in connection therewith.

(b) Special Valuation Rule. In determining the Value of a REIT Share for purposes of this Section 4.6, the following dates as determined under the Equity Incentive Plan shall be the relevant dates for making such determination of Value of a REIT Share: (i) in the case of an option, only the trading date immediately preceding the exercise date of the relevant stock option; (ii) in the case where an election under Section 83(b) of the Code is made with respect to the REIT Shares, the date that the election is effective; (iii) in the case of a Restricted Stock award for which no election under Section 83(b) of the Code was made upon issuance of such REIT Shares, the date on which such REIT Shares vest, and (iv) in the case of an issuance of

REIT Shares in settlement of restricted stock units or deferred stock units, the date on which such REIT Shares are issued.

(c) Future Equity Incentive Plans. Nothing in this Agreement shall be construed or applied to preclude or restrain a General Partner from adopting, modifying or terminating any Equity Incentive Plan for the benefit of employees, contractors, directors or other business associates of a General Partner, the Partnership or any of their Affiliates. The Limited Partners acknowledge and agree that, in the event that any such plan is adopted, modified or terminated by a General Partner, the Partnership or any of their Affiliates, amendments to this Section 4.6 may become necessary or desirable and the General Partner is hereby authorized to make such amendments as it deems, in its sole and absolute discretion, necessary or appropriate in connection therewith without any consent or approval of the Limited Partners.

(d) Tax Treatment. For federal tax purposes, the issuance of REIT Shares, whether as a result of exercise of an option, concurrent with the making of an election in accordance with Section 83(b) of the Code with respect to restricted stock, the vesting of previously issued restricted stock for which no Section 83(b) election was made, or the issuance of REIT Shares in connection with the settlement of restricted stock units or deferred stock units, as described in this Section 4.6 shall be treated in accordance with Regulations Section 1.1032-3(b), and the following transactions shall be deemed to have occurred: first, the Capital Contribution described in Section 4.6(a)(ii) shall be deemed to occur; second, the Partnership shall be deemed to purchase from Omega REIT, the REIT Shares being issued using the cash deemed contributed to the Partnership; and third, the Partnership shall be deemed to issue the REIT Shares to the exercising party.

Section 4.7. Other Contribution Provisions. In the event that any Partner is admitted to the Partnership and is given a Capital Account in exchange for services rendered to the Partnership, unless otherwise determined by the General Partner in its sole and absolute discretion, such transaction shall be treated by the Partnership and the affected Partner as if the Partnership had compensated such Partner in cash and such Partner had contributed the cash to the capital of the Partnership. In addition, with the consent of the General Partner, one or more Limited Partners may enter into contribution agreements with the Partnership which have the effect of providing a guarantee of certain obligations of the Partnership.

ARTICLE 5
DISTRIBUTIONS

Section 5.1. Distributions of Available Cash.

(a) Subject to the provisions of the applicable Loan Documents and, subject to any adjustments or modifications required to be made to amounts otherwise required to be distributed in accordance with Section 15.4(a), which adjustments or modifications are set forth in this Agreement, or in any Vesting Agreement with respect to LTIP Units , the General Partner shall cause the Partnership to distribute, at least quarterly, all Available Cash generated by the Partnership during such quarter to the Holders of Units on the Partnership Record Date established with respect to such quarter, *pro rata* in proportion to the respective Percentage Interests of such Holders on such Partnership Record Date. Distributions payable with respect to

any Units (other than LTIP Units) that were not outstanding during the entire quarterly period in respect of which any distribution is made shall be prorated based on the portion of the period that such Units were outstanding.

(b) Notwithstanding Section 5.1(a), the General Partner may make distributions of Available Cash to Holders of LTIP Units to the extent permitted or required in accordance with Section 15.4(b) or Section 15.4(c), including any modification to Section 15.4(b) or Section 15.4(c) or as may be set forth in any Vesting Agreement, which distributions shall not be considered a distribution of Available Cash under this Section 5.1(a) to which Holders of Common Units are otherwise entitled to participate.

(c) Subject to the provisions of the applicable Loan Documents, the General Partner in its sole and absolute discretion, may distribute to the Holders Available Cash on a more frequent basis and provide for an appropriate Partnership Record Date. Notwithstanding anything herein to the contrary, the General Partner shall make such reasonable efforts, as determined in its sole and absolute discretion and consistent with Omega REIT's qualification as a REIT, to cause the Partnership to distribute sufficient amounts in cash to enable Omega REIT to pay stockholder dividends in cash that will (i) satisfy the requirements for its qualification as a REIT under the Code and Regulations (the "**REIT Requirements**") and (ii) except to the extent otherwise determined by the General Partner, in its sole and absolute discretion , avoid any federal income or excise tax liability for Omega REIT. Any distributions made pursuant to the authority provided in this Section 5.1(c) shall otherwise be considered to be a distribution made pursuant, and shall otherwise be required to comply with the requirements of, Section 5.1(a).

(d) Notwithstanding the foregoing, any Indemnification Obligation to be paid in cash in accordance with the Merger Agreement shall be made from distributions that would otherwise have been payable to Partners other than a General Partner.

Section 5.2. Distributions In-Kind. No right is given to any Partner to demand and receive property other than cash as provided in this Agreement. The General Partner may determine, in its sole and absolute discretion, to make a distribution in-kind of Partnership Assets to the Holders of Units, and such assets shall be distributed in such a fashion as to ensure that the Fair Market Value is distributed and allocated in accordance with Article 5, Article 6 and Article 10.

Section 5.3. Distributions Upon Liquidation. Notwithstanding any of the other provisions of this Article 5, distributions in the year that the Partnership is liquidated pursuant to Article 13 shall be distributed to the Partners in accordance with Section 13.2.

Section 5.4. Distributions to Reflect Issuance of Additional Units. In the event that the Partnership issues additional Units pursuant to the provisions of Article 4, subject to Section 14.1(b), the General Partner is hereby authorized to make such revisions to this Article 5 as it determines are necessary or desirable to reflect the issuance of such additional Units.

ARTICLE 6
ALLOCATIONS

Section 6.1. Timing and Amount of Allocations of Net Income and Net Loss . Subject to the allocation rules of Section 6.2, Net Income or Net Loss for any Partnership year shall be allocated among Partners in proportion to their respective Percentage Interests.

Section 6.2. Additional Allocation Provisions. Notwithstanding the foregoing provisions of this Article 6:

(a) Special Allocations.

(i) LTIP Units Special Allocations. After giving effect to the special allocations set forth in Section 6.2(b), and notwithstanding the provisions of Section 6.1, any Liquidating Gains shall first be allocated to holders of LTIP Units until the Economic Capital Account Balances of such holders, to the extent attributable to their ownership of LTIP Units, is equal in the aggregate to (i) the Common Unit Economic Balance, multiplied by (ii) the number of LTIP Units held by each holder of LTIP Units. Any such allocations shall be made among the holders of LTIP Units in proportion to the amounts required to be allocated to each under this Section 6.2(a)(i). The parties agree that the intent of this Section 6.2(a)(i) and the allocations contemplated by the preceding sentence is to increase the Capital Account balances of the holders of LTIP Units with respect to their LTIP Units to an amount economically equivalent to the Capital Account balance of the Partners with respect to their Common Units based on the Common Unit Economic Balance as of the dates such Liquidating Gains are realized. In the event that Liquidating Gains are allocated under this Section 6.2(a)(i), Net Income and Net Loss allocable under Section 6.1 shall be recomputed without regard to the Liquidating Gains so allocated.

(ii) Special Allocations to LTIP Units in the Event of an Other Distribution Under Section 15.4(b) , a Liquidating Distribution under Section 15.4(c) or Upon Liquidation. After giving effect to the special allocations set forth in Section 6.2(b), and notwithstanding the provisions of Section 6.2(a)(i), (i) Net Income, other than Liquidating Gains, shall first be allocated to any Holder of LTIP Units to the extent any distributions made to a Holder of LTIP Units in accordance with the provisions of Section 15.4(b) would cause a negative balance in the Capital Account of such Holder with respect to such LTIP Units, and (ii) Net Income, including Liquidating Gains, shall then be allocated to the extent any distributions made to a Holder of LTIP Units in accordance with the provisions of Section 15.4(c) or in Liquidation would cause a negative balance in the Capital Account of such Holder with respect to such LTIP Units. In the event that Net Income is allocated under this Section 6.2(a)(ii), Net Income and Net Loss allocable under Section 6.2(a)(i) shall be recomputed without regard to the Net Income or Net Loss, including any Liquidating Gains, allocated under this Section 6.2(a)(ii).

(iii) Forfeiture Allocations. Upon a forfeiture of any Unvested LTIP Units by any Partner, gross items of income, gain, loss or deduction shall be allocated to such Partner if and to the extent required by final Regulations promulgated after the Effective

Date to ensure that allocations made with respect to all Unvested LTIP Units are recognized under Code Section 704(b).

(b) Regulatory Allocations.

(i) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Article 6, if there is a net decrease in Partnership Minimum Gain during any Partnership Year, each Partner shall be specially allocated items of Partnership income and gain for such Partnership Year (and, if necessary, subsequent Partnership Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, as determined under Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.2(b)(i) is intended to qualify as a "minimum gain chargeback" within the meaning of Regulations Section 1.704-2(f) which shall be controlling in the event of a conflict between such Regulations and this Section 6.2(b)(i).

(ii) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), and notwithstanding any other provision of this Article 6 (except Section 6.2(b)(i)), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership Year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such Partnership Year (and, if necessary, subsequent Partnership Years) in an amount equal to such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.2(b)(ii) is intended to qualify as a "chargeback of partner nonrecourse debt minimum gain" within the meaning of Regulations Section 1.704-2(i) which shall be controlling in the event of a conflict between such Regulations and this Section 6.2(b)(ii).

(iii) Nonrecourse Deductions and Partner Nonrecourse Deductions. Any Nonrecourse Deductions for any Partnership Year shall be specially allocated to the Partners in accordance with their respective Percentage Interests. Any Partner Nonrecourse Deductions for any Partnership Year shall be specially allocated to the Partner(s) who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable, in accordance with Regulations Sections 1.704-2(b)(4) and 1.704-2(i).

(iv) Qualified Income Offset. If any Partner unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be

allocated, in accordance with Regulations Section 1.704-1(b)(2)(ii)(d), to the Partner in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the Adjusted Capital Account Deficit of the Partner as quickly as possible; *provided* that an allocation pursuant to this Section 6.2(b)(iv) shall be made if and only to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided in this Article 6 have been tentatively made as if this Section 6.2(b)(iv) were not in this Agreement. It is intended that this Section 6.2(b)(iv) qualify and be construed as a "qualified income offset" within the meaning of Regulations 1.704-1(b)(2)(ii)(d), which shall be controlling in the event of a conflict between such Regulations and this Section 6.2(b)(iv).

(v) Limitation on Allocation of Net Loss. To the extent any allocation of Net Loss would cause or increase an Adjusted Capital Account Deficit only with respect to any Limited Partner, such allocation of Net Loss shall be reallocated among the other Limited Partners in accordance with their respective Capital Contributions, subject to the limitations of this Section 6.2(b)(v). To the extent any allocation of Net Loss would cause or increase an Adjusted Capital Account Deficit as to a General Partner (solely or in addition to any Limited Partner), such allocation of Net Loss shall be reallocated only to a General Partner in accordance with its Capital Contribution, subject to the limitations of this Section 6.2(b)(v).

(vi) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership Asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2) (iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Partner in complete liquidation of its interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in accordance with their interests in the Partnership in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partners to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Curative Allocation. The allocations set forth in Section 6.2(b)(i), Section 6.2(b)(ii), Section 6.2(b)(iii), Section 6.2(b)(iv) and Section 6.2(b)(v) (the "**Regulatory Allocations**") are intended to comply with certain regulatory requirements, including the requirements of Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding the provisions of Section 6.1, the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

(c) As of the Effective Date, the Partnership has incurred, and agrees to use its reasonable best efforts to maintain, Debt in the aggregate principal amount of not less than One Hundred Million U.S. Dollars ($100,000,000.00), which Debt is not guaranteed by any Person except direct or indirect Subsidiaries of the Partnership, for so long as the limited partners of

Aviv LP who become Limited Partners as a result of receiving the LP Units from Aviv LP in connection with the Aviv LP Dissolution and which LP Units were issued to Aviv LP as of the Effective Date in connection with the Aviv Contribution (such Limited Partners, the "**Former Aviv LPs**"), continue to own not less than 10% of the LP Units issued to Aviv LP in the aggregate on the Effective Date.

(d) Provided that there has not been a change in the Code or applicable Regulations subsequent to the Effective Date prescribing different rules or methods for the allocation of partnership indebtedness, the Partnership Debt described in Section 6.2(b) shall be allocated first to Limited Partners that are Former Aviv LPs to the maximum extent possible (including by using the optional method under Treasury Regulation Section 1.752-3(a)(3) to allocate liabilities to a partner to which "built-in-gain" is allocable with respect to section 704(c) property or property for which reverse section 704(c) allocations are applicable) to prevent such Limited Partners from recognizing gain for income tax purposes caused by a reduction in the tax basis of such holders' Aviv LP partnership units or LP Units occurring on the date of the Merger as a result of the transactions contemplated in the Merger Agreement.

(e) For purposes of determining a Partner's proportional share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), Partnership profits shall be allocated (i) first to the Partners in accordance with each Partner's allocable share of built-in gain under Code Section 704(c) including "reverse 704(c)" allocations to the extent such built-in gain exceeds the amount of gain described in Regulations Section 1.752-3(a)(2) with respect to such property and (ii) thereafter any additional "excess nonrecourse liabilities" shall be allocated based on each Partner's interest in Partnership profits based on such Partner's Percentage Interest.

Section 6.3. Tax Allocations.

(a) In General. Except as otherwise provided in this Section 6.3, for income tax purposes each item of income, gain, loss and deduction (collectively, "**Tax Items**") shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) Allocations Respecting Section 704(c) Revaluations. Notwithstanding Section 6.3(a), Tax Items with respect to any Partnership property that is contributed to the Partnership by a Partner shall be shared among the Partners for income tax purposes pursuant to Regulations promulgated under Code Section 704(c), so as to take into account the variation, if any, between the basis of the property to the Partnership and its initial Gross Asset Value. The Partnership shall account for such variation under any method approved under Code Section 704(c) and the applicable regulations as chosen by the General Partner; *provided that* the General Partner will elect to use the remedial method pursuant to Regulations Section 1.704-3(d) with respect to those properties acquired by the Partnership pursuant to the Aviv Contribution Agreement. In the event the Gross Asset Value of any Partnership property is adjusted pursuant to subparagraph (b) of the definition of Gross Asset Value (provided in Article 1), subsequent allocations of Tax Items with respect to such property shall take account of the variation, if any, between the adjusted basis of such property and its Gross Asset Value in the same manner as under Code Section 704(c) and the applicable regulations.

Section 6.4. Transfer of Interest. In the event of a Transfer of all or part of a Partnership Interest (in accordance with the provisions of this Agreement) or the admission of an Additional Partner (in accordance with the provisions of this Agreement) the Partnership's taxable year shall close with respect to the transferor Partner, and such Partner's distributive share of all items of profits, losses and any other items of income, gain, loss or deduction shall be determined using the interim closing of the books method under Section 706 of the Code and Regulations Section 1.706-1(c)(2)(i) or another permissible method selected by the General Partner. Except as otherwise provided in this Section 6.4, in all other cases in which it is necessary to determine the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Section 706 of the Code and the Regulations thereunder. All distributions of Available Cash with respect to which the Partnership Record Date for such distribution is before the date of such transfer, assignment or Redemption shall be made to the transferor Partner, and all distributions of Available Cash thereafter, in the case of a transfer or assignment other than a redemption shall be made to the transferee Partner.

ARTICLE 7
MANAGEMENT AND OPERATIONS OF THE PARTNERSHIP; RIGHTS AND OBLIGATIONS OF THE GENERAL PARTNERS

Section 7.1. Powers of the General Partner.

(a) The General Partner shall conduct, direct and exercise full control over all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership are exclusively vested in the General Partner (including those powers described in Section 3.2), and no Limited Partner, in its capacity as such, shall have any right of control or management over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or which are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 14.1, shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business and affairs of the Partnership, to exercise all powers set forth in Section 3.2 and to effectuate the purposes set forth in Section 3.1, including the power to incur Debt, the power to enter into agreements and commitments of all kinds, the power to manage, acquire, exchange and dispose of Partnership Assets, and all ancillary powers necessary or convenient as to the foregoing. It is the intention of the Partners, subject to the express provisions of this Agreement, that the General Partner's powers be as broad as the Act may now or hereafter envision, and that any powers that may be conferred only by contract are deemed to be explicitly conferred hereby. Without limiting the generality of the foregoing, the following subsections explicitly set forth certain powers of the General Partner to be exercised on behalf of the Partnership, without any obligation on the part of the General Partner to obtain consent from any Limited Partner:

(i) the incurrence of Debt (including making prepayments on loans and borrowing money or selling assets to permit the Partnership to make distributions to its Partners in such amounts as will permit Omega REIT (so long as Omega REIT desires to maintain or restore its status as a REIT) to avoid the payment of any federal income tax

(including, for this purpose, any excise tax pursuant to Code Section 4981) and to make distributions to its stockholders sufficient to permit Omega REIT to maintain or restore REIT status, to pay expenses of a General Partner or any Subsidiaries, the principal assets of which consist of direct or indirect interests in the Partnership, or otherwise to satisfy the REIT Requirements);

(ii) the making of any expenditures, the lending or borrowing of money (including to tenants or operators of properties held by the Partnership), the assumption, guarantee or other contracting of Debt and other liabilities, the issuance of evidence of Debt and the incurrence of any obligations deemed necessary for the conduct of the activities of the Partnership;

(iii) the making of tax, regulatory and other filings or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the Partnership or the Partnership Assets;

(iv) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation, sale, transfer, lease, conveyance or exchange of any, all or substantially all of the Partnership Assets (including the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Partnership) or the merger, consolidation, reorganization, conversion or other combination of the Partnership or any Subsidiary with or into another entity;

(v) the use of the Partnership Assets (including cash on hand) for any purpose and on any terms it sees fit, including the financing of the conduct of the operations of the Partnership, Omega REIT or any Subsidiary, the lending of funds to other Persons (including Subsidiaries) and the repayment of obligations, directly or indirectly, of the Partnership and any Subsidiary, and the making of contributions, directly or indirectly, to any Subsidiary;

(vi) the negotiation, execution and performance of any leases, contracts, agreements, conveyances or other instruments that the General Partner considers useful or necessary to the conduct of the Partnership's operations or the implementation of the General Partner's powers under this Agreement;

(vii) the distribution of Available Cash or other Partnership Assets in accordance with this Agreement;

(viii) the creation, by grant or otherwise, of easements and servitudes;

(ix) the selection and dismissal of outside attorneys, accountants, consultants, contractors and agents of the Partnership, and the determination of their compensation and other terms of employment or hiring;

(x) the procurement and maintenance of insurance for the benefit of the Partnership or the Partners deemed necessary or appropriate;

(xi) the formation of, or acquisition of an interest in, and the contribution of property to any other limited liability company, limited or general partnership, joint venture or other relationship that the General Partner deems desirable (including the acquisition of interests by, and the contributions of property to, directly or indirectly, any Subsidiary of the Partnership from time to time); *provided, however*, that, as long as Omega REIT has determined to continue to qualify as a REIT, the General Partner may not engage in any such formation, acquisition or contribution that would cause Omega REIT to fail to qualify as a REIT;

(xii) the control of any matters affecting the rights and obligations of the Partnership, including the conduct of litigation, incurring of legal expenses and settlement of claims, and litigation and the indemnification of any Person against liabilities and contingencies;

(xiii) the undertaking of any action in connection with any direct or indirect investment, including (A) the acquisition of interests in any Subsidiary of the Partnership or any direct or indirect investment in any governmental obligation or in any other Person (including the contribution or loan of funds by the Partnership to such Persons), and (B) 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;

(xiv) the determination of the Fair Market Value of any Partnership Assets distributed in kind;

(xv) the amendment of this Agreement (A) to reflect additional Capital Contributions, whether from existing Partners or from third parties, and the issuance of additional Units and to admit Additional Limited Partners in connection therewith, or (B) to incorporate any other matter set forth in Section 4.4 or Section 4.5 or any other action or change affecting the Partnership that the General Partner is allowed to take or make pursuant to the terms and provisions of this Agreement (including Section 14.1) and that, within the General Partner's sole and absolute discretion, should be set forth as an amendment to this Agreement;

(xvi) the entry into any exchange or transfer incident to any like-kind exchange of Partnership Assets including the sale of one (1) or more undivided interests in any Partnership Asset to any Person to facilitate any like-kind exchange;

(xvii) the advance to a General Partner of any tenant security deposit received by the Partnership which advance shall be subject to such General Partner's obligation to indemnify the Partnership for the amount of any such advance without interest as and when the tenant security deposit may be required to be repaid to the tenant by the Partnership;

(xviii) the taking of any action necessary or appropriate to enable Omega REIT to qualify as a REIT or to maintain or restore its REIT status; and

(xix) the execution, acknowledgment and delivery of any and all instruments to effectuate any and all of the foregoing.

(b) Each of the Limited Partners agrees that, except as provided in Section 14.1, the General Partner is authorized to execute, deliver and perform the above-mentioned agreements and transactions on behalf of the Partnership without any further act, approval, consent or vote of the Partners, notwithstanding any other provision of this Agreement, the Act or any other applicable law, rule or regulation. None of the execution, delivery or performance by a General Partner, the Partnership or any Affiliate thereof of any transaction or agreement authorized or permitted by this Agreement shall constitute a breach by a General Partner of any duty that a General Partner may owe to the Partnership or the Limited Partners or any other Person under this Agreement or of any duty stated or implied by law or equity.

(c) In its discretion, the General Partner may appoint one or more officers (each such designated person, an " **Officer**") of the Partnership (who also may be, but need not be, officers of the General Partner), with such titles as designated by the General Partner. The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act on behalf of the Partnership through any of its Officers and in all such cases under this Section 7.1(c), the same shall constitute (to the extent of the authority so conferred upon such respective Officer) a delegation by the General Partner, for purposes of Section 17-403 of the Act, of the General Partner's rights and powers to manage and control the business and affairs of the Partnership. Any action taken by an Officer pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Partnership. Any Officer shall act pursuant to such delegated authority until such Officer is removed or replaced by the General Partner, and Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. Notwithstanding anything herein to the contrary, except for fraud, willful misconduct or gross negligence, no duly appointed Officer shall have any personal liability whatsoever, to the Partnership or to any Partner for the debts or liabilities of the Partnership or the Partnership's obligations hereunder. As of the Effective Date, following are the individuals appointed by the General Partner to their respective offices of the Partnership:

NAME	TITLE
C. Taylor Pickett	Chief Executive Officer and President
Daniel J. Booth	Chief Operating Officer and Secretary
Steven J. Insoft	Chief Corporate Development Officer
Robert O. Stephenson	Chief Financial Officer, Treasurer and Assistant Secretary
R. Lee Crabill	Senior Vice President – Operations
Michael D. Ritz	Chief Accounting Officer, Vice President and Assistant Secretary
Samuel H. Kovitz	Executive Vice President and Assistant Secretary
Megan Krull	Senior Vice President – Operations and Assistant Secretary
Thomas H. Peterson	Assistant Treasurer

(d) In exercising its authority under this Agreement, the General Partner may, but shall be under no obligation to, take into account the tax consequences to any Partner (including a General Partner) of any action taken (or not taken) by it. Except as may be provided in a separate written agreement between the Partnership and the Limited Partners, a General Partner and the Partnership shall not have liability to a Limited Partner under any circumstances as a result of an income tax liability incurred by such Limited Partner as a result of an action (or inaction) by the General Partner pursuant to its authority under this Agreement; *provided*, that the General Partner has acted in good faith and pursuant to its authority under this Agreement.

Section 7.2. Certificate of Limited Partnership. To the extent that such action is determined by the General Partner in its sole and absolute discretion to be reasonable and necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate and do all the things necessary to maintain the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) under the laws of the State of Delaware and to maintain the Partnership's qualification to do business as a foreign limited partnership in each other state, the District of Columbia and each other jurisdiction in which the Partnership is so required to qualify. The General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate or any amendment thereto to any Limited Partner. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents as may be reasonable and necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and any other state, the District of Columbia and each other jurisdiction in which the Partnership is required to qualify to do business as a foreign limited partnership.

Section 7.3. Reimbursement of a General Partner.

(a) Except as provided in this Section 7.3 and elsewhere in this Agreement (including the provisions of Article 5 and Article 6 regarding distributions, payments and allocations to which it may be entitled), a General Partner shall not be compensated for its services as general partner of the Partnership.

(b) A General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine in its sole and absolute discretion, for all direct and indirect expenses incurred by such General Partner or any of its Subsidiaries (other than Subsidiaries of the Partnership). Such reimbursement shall be in addition to any reimbursement to such General Partner as a result of indemnification pursuant to Section 7.6. All payments and reimbursements hereunder shall be characterized for federal income tax purposes as expenses of the Partnership incurred on its behalf, and not as expenses of such General Partner.

(c) If Omega REIT elects to purchase REIT Shares from its stockholders for the purpose of delivering such REIT Shares to satisfy an obligation under any dividend reinvestment program or employee stock purchase plan adopted by Omega REIT, or any similar obligation or arrangement undertaken by Omega REIT in the future, or for the purpose of retiring such REIT Shares, the purchase price paid by Omega REIT for such REIT Shares and any other expenses incurred by Omega REIT in connection with such purchase shall be considered expenses of the Partnership and shall be advanced or reimbursed to Omega REIT, subject to the condition that:

(i) if such REIT Shares subsequently are re-sold by Omega REIT, the proceeds from such sale shall be contributed to the Partnership by Omega REIT (which sales proceeds shall include the amount of dividends reinvested under any dividend reinvestment or similar program; *provided* that a Redemption of Units pursuant to Section 8.6 would not be considered a sale for such purposes); and (ii) if such REIT Shares are not retransferred by Omega REIT within thirty (30) days after the purchase thereof, or Omega REIT otherwise determines not to retransfer such REIT Shares, the General Partner shall cause the Partnership to redeem a number of Units held by Omega REIT equal to the number of such REIT Shares, as adjusted for stock dividends and distributions, stock splits and subdivisions, reverse stock splits and combinations, distributions of rights, warrants or options, and distributions of evidences of indebtedness or assets relating to assets not received by the General Partner pursuant to a *pro rata* distribution by the Partnership (in which case such advancement or reimbursement of expenses shall be treated as having been made as a distribution in redemption of such number of Units held by Omega REIT).

(d) Omega REIT shall, pursuant to Section 4.6, be treated as having made a Capital Contribution in the amount of all expenses that Omega REIT incurs relating to the offering of REIT Shares.

(e) If and to the extent any reimbursements to a General Partner pursuant to Section 7.3 constitute gross income of the General Partner (as opposed to the repayment of advances made by the General Partner on behalf of the Partnership), such amounts shall constitute guaranteed payments in respect of capital within the meaning of Code Section 707(c), shall be treated consistently therewith by the Partnership and all Partners and shall not be treated as distributions for purposes of computing the Partners' Capital Accounts.

Section 7.4. Outside Activities of the General Partner. The Omega REIT shall not, directly or indirectly, enter into or conduct any business, other than in connection with (a) the ownership, acquisition and disposition of Partnership Interests, (b) the management of the business of the Partnership, (c) if the General Partner is a reporting company with a class (or classes) of securities registered under the Exchange Act, the operation of the General Partner as such, (d) financing or refinancing of any type related to the Partnership or its assets or activities, (e) any of the foregoing activities as they relate to a Subsidiary of the Partnership and (f) such activities as are incidental thereto; *provided*, *however,* that the General Partner may, in its sole and absolute discretion, from time to time hold or acquire assets in its own name or otherwise other than through the Partnership so long as the General Partner takes commercially reasonable measures to ensure that the economic benefits and burdens of such Property are otherwise vested in the Partnership, through assignment, mortgage loan or otherwise or, if it is not commercially reasonable to vest such economic interests in the Partnership, the Partners shall negotiate in good faith to amend this Agreement, including, without limitation, the definition of "Adjustment Factor," to reflect such activities and the direct ownership of assets by the General Partner. Nothing contained herein shall be deemed to prohibit any General Partner from (i) executing guarantees of Debt of the Partnership for which it would otherwise be liable in its capacity as General Partner, (ii) incurring New Debt Obligations as provided in Section 4.5(d) or guaranteeing any New Debt Obligations, (iii) performing its obligations arising out of or in connection with the operation of any Excluded Assets (as defined in the Omega Contribution Agreement or under documentation relating to any Indebtedness of a General Partner), (iv) issuing shares of its common stock or other equity interests, or (v) participating in tax,

accounting or other administrative matters relating to Omega REIT and its consolidated Subsidiaries.

Section 7.5. Contracts with Affiliates.

(a) A General Partner or any of its Affiliates may lend to the Partnership or any Subsidiary, directly or indirectly, funds needed or desired by the Partnership or any Subsidiary for such periods of time and on such terms as such General Partner may determine to be necessary or appropriate. The Partnership or any Subsidiary, as the case may be, shall reimburse such General Partner or its Affiliates for any costs incurred in connection with the borrowing of funds obtained by a General Partner or its Affiliates and loaned to the Partnership or the Subsidiary.

(b) The Partnership may lend to any of its Affiliates, or may lend or contribute funds to Persons in which it has a direct or indirect equity investment, and such Persons may borrow funds from the Partnership, on terms and conditions established in the sole and absolute discretion of the General Partner. The foregoing authority shall not create any right or benefit in favor of any Person.

(c) A General Partner may, or may enter into an agreement for any of its Affiliates to, render services to the Partnership on such terms and subject to such conditions consistent with this Agreement and applicable law as the General Partner deems appropriate.

(d) The Partnership may transfer assets to any Affiliate, or to joint ventures, other partnerships, corporations or other business entities in which it is or thereby becomes a participant upon such terms and subject to such conditions consistent with this Agreement and applicable law as the General Partner deems appropriate.

(e) Security deposits required to be paid to tenants that have been retained by any Partner will be reflected as a receivable from such Partner to the Partnership. Any Partner who holds any security deposit from a tenant of a Participating Facility on behalf of such Participating Facility shall return such security deposits to the Partnership promptly upon written notice from the Partnership in the event that the General Partner shall determine that any portion of any security deposit held by any Partner is due and payable to any tenant, and in the amount the General Partner determines to be due and payable to such tenant. Each Partner hereby indemnifies the Partnership severally and not jointly with respect to all deposits retained by such Partner. The General Partner shall have the right to offset any amounts that are due and payable from such Partner against distributions otherwise payable to such Partner or may reduce such Partner's Capital Account by reducing such Partner's Units proportionately.

Section 7.6. Indemnification.

(a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless any Indemnitee from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, unless it is established that: (i) the act or omission of the

Indemnitee was material to the matter giving rise to the proceeding and either was committed with gross negligence, willful misconduct or in bad faith or was the result of active and deliberate dishonesty; or (ii) in the case of any criminal proceeding, the Indemnitee had reasonable cause to believe that the act or omission was unlawful. Without limitation, the foregoing indemnity shall extend to any liability of any Indemnitee, pursuant to a loan guaranty or otherwise, for any Debt or other obligations of the Partnership or any Subsidiary of the Partnership (including any Debt which the Partnership or any Subsidiary of the Partnership has assumed or taken subject to), and the General Partner is hereby authorized and empowered, on behalf of the Partnership, to enter into one or more indemnity agreements consistent with the provisions of this Section 7.6 in favor of any Indemnitee having or potentially having liability for any such Debt or other obligations. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent or any entry of an order of probation prior to judgment, shall not create a presumption that the Indemnitee did not meet the requisite standard of conduct set forth in this Section 7.6(a). Any indemnification pursuant to this Section 7.6 shall be made only out of the Partnership Assets.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is a party to any claim, demand, action, suit or proceeding shall be paid or reimbursed by the Partnership in advance of the final disposition of the proceeding upon receipt by the Partnership of a written undertaking by or on behalf of the Indemnitee to repay the amount if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.6 without any requirement to post a bond or provide security for such advance.

(c) The indemnification provided by this Section 7.6 shall be in addition to any other rights to which an Indemnitee or any other Person may be entitled under any other agreement entered into by the Partnership, pursuant to any vote of the Partners, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain insurance on behalf of the Indemnitees and such other Persons as the General Partner shall determine to be necessary or appropriate, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) Any liabilities which an Indemnitee incurs as a result of acting on behalf of the Partnership or a General Partner (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the IRS, penalties assessed by the Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise) shall be treated as liabilities or judgments or fines under this Section 7.6, unless such liabilities arise as a result of (i) such Indemnitee's willful misconduct or knowing violation of the law, (ii) any transaction in which such Indemnitee received a personal benefit in violation or breach of any provision of this Agreement or applicable law or (iii) in the

case of any criminal proceeding, such Indemnitee had reasonable cause to believe that the act or omission was unlawful.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.6 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.6 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons. Any amendment, modification or repeal of this Section 7.6 or any provision hereof shall be prospective only and shall not in any way affect (i) the rights of an Indemnitee to indemnification under this Section 7.6 or (ii) the limitations on the Partnership's liability to any Indemnitee under this Section 7.6, in each case as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(i) If and to the extent any reimbursements to a General Partner pursuant to this Section 7.6 constitute gross income of such General Partner (as opposed to the repayment of advances made by a General Partner on behalf of the Partnership), such amounts shall constitute a "guaranteed payment" in respect of capital within the meaning of Code Section 707(c), shall be treated consistently therewith by the Partnership and all Partners and shall not be treated as distributions for purposes of computing the Partners' Capital Accounts.

Section 7.7. Liability of Indemnitees.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable or accountable in damages or otherwise to the Partnership, any Partners or any Assignees, or their successors or assigns, for losses sustained, liabilities incurred or benefits not derived as a result of errors in judgment or mistakes of fact or law or any act or omission if such Indemnitee acted in good faith as determined by the General Partner.

(b) The Limited Partners expressly acknowledge that the General Partners are acting for the benefit of the Partnership, the Limited Partners and the Omega REIT stockholders, collectively, and that no General Partner is under any obligation to give priority to the separate interests of the Limited Partners or the Omega REIT stockholders (including the tax consequences to the Limited Partners or the Omega REIT stockholders) in deciding whether to cause the Partnership to take (or decline to take) any actions. If there is a conflict between the interests of the Omega REIT stockholders, on the one hand, and the Limited Partners, on the other hand, the General Partner shall endeavor in good faith to resolve the conflict in a manner not adverse to either the Omega REIT stockholders or the Limited Partners. No General Partner shall be liable to the Partnership or to any Partner or Assignee for monetary damages for losses

sustained, liabilities incurred or benefits not derived in connection with such decisions; *provided* that such General Partner shall have acted in good faith.

(c) Any amendment, modification or repeal of this Section 7.7 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of an Indemnitee to the Partnership and the Limited Partners under this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8. Other Matters Concerning the General Partner.

(a) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its employees or agents. No General Partner shall be responsible for any misconduct or negligence on the part of any such employee, Officer or agent appointed by the General Partner in good faith.

(b) To the extent that, at law or in equity, a General Partner has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or the Limited Partners, such General Partner shall not be liable to the Partnership or to any other Partner for its good faith reliance on the provisions of this Agreement.

(c) To the fullest extent permitted by law, no director, manager, officer, member or stockholder of Omega REIT shall be liable to the Partnership for money damages except for (i) active and deliberate dishonesty established by a nonappealable final judgment or (ii) actual receipt of an improper benefit or profit in money, property or services.

(d) A General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed to be genuine and to have been signed or presented by the proper party or parties.

(e) A General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by the General Partner, and any act taken or omitted to be taken in reliance upon the opinion of such Persons as to matters which such General Partner reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

(f) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers and a duly appointed attorney or attorneys-in-fact. Each such attorney shall, to the extent provided by the General Partner in the power of attorney, have full power and authority to do and perform all and every act and duty that is permitted or required to be done by the General Partner hereunder.

(g) Notwithstanding any other provision of this Agreement or the Act, any action of a General Partner on behalf of the Partnership or any decision of a General Partner to refrain from

acting on behalf of the Partnership which a General Partner determines in its sole and absolute discretion is necessary or advisable in order (i) to protect the ability of Omega REIT to continue to qualify as a REIT, (ii) for Omega REIT otherwise to satisfy the REIT Requirements or (iii) for Omega REIT to avoid incurring any taxes under Code Sections 856 or 857, or Code Section 4981, is expressly authorized under this Agreement and is deemed approved by all of the Limited Partners.

Section 7.9. Title to Partnership Assets. Title to Partnership Assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively with other Partners or Persons, shall have any ownership interest in such Partnership Assets or any portion thereof. Title to any or all of the Partnership Assets may be held in the name of the Partnership, a General Partner or one or more nominees, as the General Partner may determine, including Affiliates of a General Partner. Each General Partner hereby declares and warrants that any Partnership Assets for which legal title is held in the name of such General Partner or any nominee or Affiliate of such General Partner shall be deemed held by such General Partner for the use and benefit of the Partnership in accordance with the provisions of this Agreement. All Partnership Assets shall be recorded as the property of the Partnership on its books and records, irrespective of the name in which legal title to such Partnership Assets is held.

Section 7.10. Reliance by Third Parties. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner has full power and authority to encumber, sell or otherwise use in any manner any and all Partnership Assets and to enter into any contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner as if it was the Partnership's sole party in interest, both legally and beneficially. Each Partner, in its capacity as such, hereby waives any and all defenses or other remedies which may be available against any such Person to contest, negate or disaffirm any action of the General Partner in connection with any such dealing. In no event shall any Person dealing with the General Partner or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expediency of any act or action of the General Partner or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

Section 8.1. Limitation of Liability. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or under the Act. Without limiting the generality of the foregoing, notwithstanding anything herein to the contrary, except for fraud, willful misconduct or gross negligence, or pursuant to any express indemnities given to

the Partnership by any Partner pursuant to any other written instrument, no Partner shall have any personal liability whatsoever, to the Partnership or to the other Partner(s), for the debts or liabilities of the Partnership or the Partnership's obligations hereunder, and the full recourse of the other Partner(s) shall be limited to the interest of that Partner in the Partnership. Without limitation of the foregoing, and except for fraud, willful misconduct or gross negligence, or pursuant to any such express indemnity, no property or assets of any Partner, other than its interest in the Partnership, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) in favor of any other Partner(s) and arising out of, or in connection with, this Agreement.

Section 8.2. Management of Business. No Limited Partner, in its capacity as such, or Assignee (other than the General Partner, any of its Affiliates or any officer, director, member, employee, partner, agent or trustee of the Partnership, the General Partner or any of their respective Affiliates, in its capacity as such, if such Person shall also be a Limited Partner or Assignee) shall take part in the operation, management or control (within the meaning of the Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. The transaction of the business on behalf of the Partnership by the General Partner, any Affiliate of the General Partner, any officer, director, member, employee, partner, agent or trustee of the General Partner, the Partnership or their respective Affiliates, in their capacity as such, shall not affect, impair or eliminate the limitations on the liability of the Limited Partners or Assignees under this Agreement.

Section 8.3. Outside Activities of Limited Partners. Subject to any agreements entered into by a Limited Partner or its Affiliates with a General Partner, the Partnership or any Affiliate thereof (including any employment agreement), any Limited Partner and any Assignee, officer, director, employee, agent, trustee, Affiliate, member or shareholder of any Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities that are in direct or indirect competition with the Partnership or that are enhanced by the activities of the Partnership. Neither the Partnership nor any Partner shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner or Assignee. Subject to such agreements, none of the Limited Partners nor any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any business ventures of any other Person (other than a General Partner, to the extent expressly provided herein), and such Person shall have no obligation pursuant to this Agreement, subject to any other agreements entered into by a Limited Partner or its Affiliates with a General Partner, the Partnership or any Affiliate thereof, to offer any interest in any such business ventures to the Partnership, any Limited Partner or any such other Person, even if such opportunity is of a character that, if presented to the Partnership, any Limited Partner or such other Person, could be taken by such Person.

Section 8.4. Return of Capital Contributions. Except pursuant Section 5.1(d) or pursuant to the rights of Redemption set forth in Section 8.6, no Limited Partner shall be entitled to the withdrawal or return of his, her or its Capital Contribution except to the extent of distributions made pursuant to this Agreement or upon termination of the Partnership as provided herein. No Limited Partner shall (a) have priority over any other Limited Partner either as to the

return of Capital Contributions or as to profits, losses, distributions or credits or (b) be entitled to interest on his, her or its Capital Contribution or Capital Account.

Section 8.5. Rights of Limited Partners Relating to the Partnership .

(a) In addition to the other rights provided by this Agreement or by the Act, and except as limited by Section 8.5(b), each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership, upon reasonable written demand with a statement of the purpose of such demand and at such Limited Partner's own expense:

(i) to obtain a copy of the Partnership's federal, state and local income tax returns for each Partnership Year;

(ii) to obtain a current list of the name and last known business, residence or mailing address of each Partner, and the date on which each became a Partner; and

(iii) to obtain a copy of this Agreement and the Certificate and all amendments hereto or thereto, together with executed copies of all powers of attorney pursuant to which this Agreement, the Certificate and all amendments thereto have been executed.

(b) Notwithstanding any other provision of this Section 8.5, the General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, any information that (i) the General Partner believes to be in the nature of trade secrets or other information, the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or any Subsidiary or (ii) the Partnership, any Subsidiary or the General Partner is required by law or by agreements with third parties to keep confidential.

Section 8.6. Redemption Rights.

(a) Each Limited Partner shall have the right (subject to the terms and conditions set forth herein and in any other agreement entered into between the Partnership and such Limited Partner, as applicable) to require the Partnership to redeem all or a portion of the LP Units held by such Limited Partner (such Units being hereafter referred to as "**Tendered Units**") in exchange for the Cash Amount (a "**Redemption**") unless the terms of such Units or a separate agreement entered into between the Partnership and the holder of such Units provide that such Units are not entitled to a right of Redemption. The Tendering Partner shall have no right, with respect to any Units so redeemed, to receive any distributions paid on or after the Specified Redemption Date. Any Redemption shall be exercised pursuant to a Notice of Redemption delivered to the General Partner by the Limited Partner who is exercising the right (the "**Tendering Partner**"). The Cash Amount shall be payable to the Tendering Partner on the Specified Redemption Date; *provided*, *however*, that the Partnership shall be entitled to offset against, and deduct from, the Cash Amount that is payable to the Tendering Partner any amounts payable under or owed by the Tendering Partner pursuant to any security deposit indemnity agreement between the Tendering Partner and the Partnership or any of its Affiliates.

(b) Notwithstanding Section 8.6(a), if a Limited Partner has delivered to the General

Partner a Notice of Redemption then the General Partner may, in its sole and absolute discretion (subject to the limitations on ownership and transfer of REIT Shares set forth in the Charter), elect to satisfy the Redemption obligation and acquire some or all of the Tendered Units from the Tendering Partner in exchange for the REIT Shares Amount (as of the Specified Redemption Date) and, if the General Partner so elects, the Tendering Partner shall sell the Tendered Units to the General Partner in exchange for the REIT Shares Amount; *provided, however*, that the Partnership shall be entitled to offset against, and deduct from, the REIT Shares Amount a number of REIT Shares having a Fair Market Value equal to any amounts payable under or owed by the Tendering Partner pursuant to any security deposit indemnity agreement between the Tendering Partner and the Partnership or any of its Affiliates. The Tendering Partner shall have no right to cause the Partnership to redeem such Tendered Units for the Cash Amount. The General Partner shall give such Tendering Partner written notice of its election on or before the close of business on the fifth (5^{th}) Business Day after its receipt of the Notice of Redemption, and the Tendering Partner may elect to withdraw its redemption request at any time prior to the acceptance of the Cash Amount or REIT Shares Amount by such Tendering Partner. . In connection with an exercise of Redemption rights pursuant to this Section 8.6(b), the Tendering Partner shall submit the following to the General Partner, in addition to the Notice of Redemption:

(i) such information, certification or affidavit as the General Partner may reasonably require in connection with the application of the Equity Share Ownership Limit and other restrictions and limitations of the Charter to any such acquisition;

(ii) such written representations, investment letters, legal opinions or other instruments necessary, in the General Partner's view, to effect compliance with the Securities Act;

(iii) a written affidavit, dated the same date as the Notice of Redemption, (A) disclosing the actual and constructive ownership, as determined for purposes of Code Sections 856(a)(6) and 856(h), of REIT Shares by such Tendering Partner and any Affiliate of the Tendering Partner whose ownership of REIT Shares would be attributed to the Tendering Partner and (B) representing that, after giving effect to the Redemption or an acquisition of the Tendered Units by the General Partner pursuant to Section 8.6(b), neither the Tendering Partner nor any such Affiliate will own REIT Shares in excess of the Equity Share Ownership Limit;

(iv) a written representation that neither the Tendering Party nor any Affiliate of the Tendering Partner whose ownership of REIT Shares would be attributed to the Tendering Partner has any intention to acquire any additional REIT Shares prior to the closing of the Redemption or an acquisition of the Tendered Units by the General Partner pursuant to Section 8.6(b) on the Specified Redemption Date; and

(v) a "certification of non-foreign status" satisfying the requirements of Regulations Section 1.1445-2(b)(2); and

(c) The REIT Shares Amount, if applicable, shall be delivered as duly authorized, validly issued, fully paid and nonassessable REIT Shares and, if applicable, free of any pledge,

lien, encumbrance or restriction (including any lien, encumbrance or restriction existing under any security deposit indemnity agreement between the Tendering Partner and the Partnership or any of its Affiliates), other than those provided in the Charter or the Bylaws, the Securities Act and relevant state securities or blue sky laws. Such REIT Shares shall also bear any legend set forth in the Charter, or deemed necessary or appropriate by the General Partner under the Securities Act and relevant state securities or blue sky laws. Notwithstanding any delay in such delivery (but subject to Section 8.6(d)), the Tendering Partner shall be deemed the owner of such REIT Shares for all purposes, including rights to vote or consent, and receive dividends, as of the Specified Redemption Date.

(d) Each Limited Partner covenants and agrees with the General Partner that all Tendered Units shall be delivered to the General Partner free and clear of all liens, claims and encumbrances whatsoever and should any such liens, claims and/or encumbrances exist or arise with respect to such Tendered Units, the General Partner shall be under no obligation to acquire the same. Each Limited Partner further agrees that, if any state or local property transfer tax is payable as a result of the transfer of its Tendered Units to the General Partner (or its designee), such Limited Partner shall assume and pay such transfer tax.

(e) Notwithstanding the provisions of Section 8.6(a), Section 8.6(b) and Section 8.6(c) or any other provision of this Agreement, a Limited Partner shall not be entitled to exercise the right to Redemption pursuant to this Section 8.6 if the delivery of REIT Shares to such Limited Partner on the Specified Redemption Date pursuant to Section 8.6(b) would (i) result in such Limited Partner or any other Person owning, directly or indirectly, REIT Shares in excess of the Equity Share Ownership Limit or any Excepted Holder Limit and calculated in accordance therewith, except as otherwise provided in the Charter, (ii) result in REIT Shares being owned by fewer than one hundred (100) persons (determined without reference to any rules of attribution), (iii) result in Omega REIT being “closely held” within the meaning of Section 856(h) of the Code, (iv) cause a General Partner to own, actually or constructively, ten percent (10%) or more of the ownership interests in a tenant (other than a taxable REIT subsidiary) of a General Partner’s, the Partnership’s or their respective Subsidiary real property, within the meaning of Section 856(d)(2)(B) of the Code, (v) otherwise cause Omega REIT to fail to qualify as a REIT under the Code, or (vi) cause the acquisition of REIT Shares by such Limited Partner to be “integrated” with any other distribution of REIT Shares or Units for purposes of complying with the registration provisions of the Securities Act. The General Partner, in its sole and absolute discretion and without the consent of any other Partner or Person, may waive the restriction on redemption set forth in this Section 8.6(d).

(f) Notwithstanding anything herein to the contrary (but subject to Section 8.6(d)), with respect to any Redemption or exchange for REIT Shares pursuant to this Section 8.6: (i) all Units acquired by a General Partner shall, at the General Partner’s option, be converted into GP Units or remain outstanding as LP Units; (ii) except as provided in Section 8.6(g), without the consent of the General Partner, each Limited Partner may effect a Redemption only one (1) time in each fiscal quarter; (iii) without the consent of the General Partner, each Limited Partner may not effect a Redemption (A) for less than one thousand (1,000) LP Units or (B) if the Limited Partner holds less than one thousand (1,000) LP Units or such Redemption would otherwise cause the Limited Partner to hold less than one thousand (1,000) LP Units, all of the LP Units held by such Limited Partner; (iv) without the consent of the General Partner, no Limited Partner

may effect a Redemption during the period after the Partnership Record Date with respect to a distribution and before the record date established by Omega REIT for a distribution to its stockholders of some or all of its portion of such distribution; (v) the consummation of any Redemption or exchange for REIT Shares shall be subject to the expiration or termination of the applicable waiting period, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; (vi) cause Omega REIT or the Partnership to violate any Loan Document; (vii) each Tendering Partner shall continue to own all Units subject to any Redemption or exchange for REIT Shares, and be treated as a Limited Partner with respect to such Units for all purposes of this Agreement, until such Units are transferred to the General Partner and paid for or exchanged on the Specified Redemption Date, or until a Specified Redemption Date, and until such time the Tendering Partner shall have no rights as a holder of REIT Shares; (viii) without the Consent of the General Partner, no Tendering Partner may effect a Redemption within ninety (90) days following the closing of any underwritten public offering or Rule 144A offering by the REIT or the Partnership generating gross proceeds of $100 million or more.

(g) Nothing herein (including the limitation set forth in Section 8.6(f)(iii)) shall prohibit the General Partner from, in its sole and absolute discretion, acquiring Units that have not been tendered for Redemption pursuant to Section 8.6(a) and exchanging such Units for REIT Shares.

(h) Each Limited Partner hereby covenants and agrees with the General Partner that it shall not Transfer any REIT Shares issued in exchange for Tendered Units pursuant to this Section 8.6 for a period of at least one hundred eighty (180) days after the Effective Date, and thereafter only in accordance with Rule 144 or another applicable exemption from the registration requirements under the Securities Act, unless a registration statement is then in effect with respect to the resale of such REIT Shares or unless the General Partner consents to such Transfer in its sole and absolute discretion.

Section 8.7. Adjustment Factor. The Partnership shall notify any Limited Partner that is a Qualifying Party, on request, of the then current Adjustment Factor or any change made to the Adjustment Factor.

ARTICLE 9
BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 9.1. Records and Accounting. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information, lists and copies of documents required to be provided pursuant to Section 8.5 and Section 9.3. Any records maintained by or on behalf of the Partnership in the regular course of its business may be kept on, or be in the form of, electronic information servers or other storage devices, compact discs, photographs, micrographics or any other information storage device; *provided* that the records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial and tax reporting purposes, on an accrual basis in accordance with GAAP. The liabilities and obligations assumed by the Partnership in connection with the Omega Contribution or pursuant to Section 4.5(d) in connection with the issuance by the Omega REIT

of any New Debt Obligations shall be considered to be financial obligations of the Partnership that shall be reflected on the financial books of the Partnership, and for tax reporting purposes, irrespective of the fact that Omega REIT is the legal obligor with respect to such liabilities.

Section 9.2. Fiscal Year. The fiscal year of the Partnership shall be the calendar year (the " **Partnership Year**").

Section 9.3. Reports. The Partnership shall use reasonable efforts to prepare within one hundred twenty (120) days after the close of each Partnership Year financial statements of the Partnership, or of Omega REIT if such statements are prepared on a consolidated basis with the Partnership, for such Partnership Year, presented in accordance with GAAP, which such statements shall be audited by a nationally recognized firm of independent public accountants selected by the General Partner. Upon written request of any Limited Partner, the Partnership shall mail or otherwise make available such audited financial statements to such Limited Partner.

ARTICLE 10
TAX MATTERS

Section 10.1. Preparation of Tax Returns. The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gains, deductions, losses and other items required of the Partnership for federal and state income tax purposes and shall use all reasonable efforts to furnish, within one hundred twenty (120) days of the close of each Partnership Year, the tax information reasonably required by all Partners for federal and state income tax reporting purposes.

Section 10.2. Tax Elections. The General Partner shall determine whether to make any available election pursuant to the Code. The Partnership shall make an election under Code Section 754.

Section 10.3. Tax Matters Partner.

(a) Omega REIT shall be the "tax matters partner" of the Partnership for federal income tax purposes. Pursuant to Code Section 6223(c), upon receipt of notice from the IRS of the beginning of an administrative proceeding with respect to the Partnership, the tax matters partner shall furnish the IRS with the name, address and profit interest of each of the Partners; *provided* such information is provided to the Partnership by the Limited Partners.

(b) Omega REIT as tax matters partner shall (without Limited Partner approval) be permitted to:

(i) enter into any settlement with the IRS with respect to any administrative or judicial proceedings for the adjustment of Partnership items required to be taken into account by a Partner for income tax purposes (such proceedings being referred to as a "tax audit" and such judicial proceedings being referred to as "judicial review"). In any such settlement agreement, Omega REIT may expressly state that such agreement shall bind all Partners to the extent permitted under the Code;

(ii) seek judicial review in any court determined by Omega REIT of any final administrative adjustment at the Partnership level of any item required to be taken into account by a Partner for tax purposes (a "final adjustment");

(iii) intervene in any action brought by any other Partner for judicial review of a final adjustment;

(iv) file a request for an administrative adjustment with the IRS at any time and, if any part of such request is not allowed by the IRS, file an appropriate pleading (petition or complaint) for judicial review with respect to such request;

(v) enter into an agreement with the IRS to extend the period for assessing any tax that is attributable to any item required to be taken into account by a Partner for tax purposes, or an item affected by such item; or

(vi) take any other action on behalf of the Partners of the Partnership in connection with any tax audit or judicial review proceeding, including with respect to any state or local tax audit or judicial proceeding.

The provisions relating to indemnification of Omega REIT set forth in Section 7.6 shall be fully applicable to Omega REIT in its capacity as tax matters partner.

(c) The tax matters partner shall receive no compensation for its services. All costs and expenses incurred by the tax matters partner in performing its duties as such (including legal and accounting fees) shall be borne by the Partnership. Nothing herein shall be construed to restrict the Partnership from engaging an accounting firm to assist the tax matters partner in discharging its duties hereunder.

Section 10.4. Withholding. Each Partner hereby authorizes the Partnership to withhold from or pay on behalf of or with respect to such Partner any amount of federal, state, local or foreign taxes that the General Partner determines that the Partnership is required to withhold or pay with respect to any amount distributable or allocable to such Partner pursuant to this Agreement, including any taxes required to be withheld or paid by the Partnership pursuant to Code Sections 1441, 1442, 1445, 1446, or 1471-1474. Any amount paid on behalf of or with respect to a Partner shall constitute a loan by the Partnership to such Partner, which loan shall be repaid by such Partner within fifteen (15) days after notice from the General Partner that such payment must be made unless (a) the Partnership withholds such payment from a distribution that would otherwise be made to the Partner or (b) the General Partner determines that such payment may be satisfied out of the available funds of the Partnership which would, but for such payment, be distributed to the Partner. Any amounts withheld pursuant to the foregoing clauses (a) or (b) shall be treated as having been distributed to such Partner. Each Partner hereby unconditionally and irrevocably grants to the Partnership a security interest (ranking senior in priority) in such Partner's Units to secure such Partner's obligation to pay to the Partnership any amounts required to be paid pursuant to this Section 10.4. In the event that a Partner fails to pay any amounts owed to the Partnership pursuant to this Section 10.4 when due, the General Partner may determine to make the payment to the Partnership on behalf of such defaulting Partner, and in such event shall be deemed to have loaned such amount to such defaulting Partner and shall

succeed to all rights and remedies of the Partnership as against such defaulting Partner (including the right to receive distributions). Any amounts payable by a Partner hereunder shall bear interest at the base rate on corporate loans at large United States money center commercial banks, as published from time to time in The Wall Street Journal, plus two (2) percentage points (but not higher than the maximum lawful rate) from the date such amount is due (*i.e.*, fifteen (15) days after demand) until such amount is paid in full. Each Partner shall take such actions as the General Partner shall reasonably request in order to perfect or enforce the security interest created hereunder.

ARTICLE 11
TRANSFERS AND WITHDRAWALS

Section 11.1. Transfer.

(a) No part of a Limited Partner Interest (i) shall be subject to the claims of any creditor, any spouse for alimony or support or to legal process, or (ii) may be voluntarily or involuntarily alienated or encumbered except as may be specifically provided for in this Agreement.

(b) No Limited Partner shall Transfer its Partnership Interest, in whole or in part, except (i) pursuant to a Redemption made in accordance with Section 8.6 or (ii) with the prior written consent of the General Partner (which may be withheld in its sole and absolute discretion). Any Transfer or purported Transfer of a Partnership Interest not made in accordance with this Article 11 shall be null and void *ab initio* unless consented to by the General Partner in its sole and absolute discretion.

(c) Without limiting Section 11.1(b), no Transfer of any Partnership Interest may be made to: (i) a lender to the Partnership or any Person who is related (within the meaning of Section 1.752-4(b) of the Regulations) to any lender to the Partnership whose loan constitutes a Nonrecourse Liability without the consent of the General Partner in its sole and absolute discretion ; *provided* that as a condition to such consent, the lender will be required to enter into an arrangement with the Partnership and Omega REIT to redeem or exchange for REIT Shares any Units in which a security interest is held by such lender concurrently with such time as such lender would be deemed to be a partner in the Partnership for purposes of allocating liabilities to such lender under Code Section 752; or (ii) any person who is a "foreign person" within the meaning of Code Section 1445(f) or a "foreign partner" within the meaning of Code Section 1446(e) without the consent of the General Partner in its sole and absolute discretion .

Section 11.2. Transfer of the General Partner's GP Units .

(a) Except as set forth in this Section 11.2 and except for Transfers to another then-existing General Partner, the General Partner shall not withdraw from the Partnership and shall not Transfer all or any portion of its GP Units (whether by sale, disposition, statutory merger or consolidation, liquidation or otherwise) without the Consent of a Majority in Interest of the Outside Limited Partners, which Consent may be given or withheld in the sole and absolute discretion of the Limited Partners; *provided*, *however*, the Consent of a Majority in Interest of the Outside Limited Partners shall not be required for Transfers of GP Units to an Affiliate,

another General Partner, if any, or an Affiliate of another General Partner. Upon any Transfer of such a Partnership Interest pursuant to the Consent of a Majority in Interest of the Outside Limited Partners and otherwise in accordance with the provisions of this Section 11.2(a), the transferee shall become a successor General Partner for all purposes herein, and shall be vested with the powers and rights of the transferor General Partner, and shall be liable for all obligations and responsible for all duties of the General Partner, once such transferee has executed such instruments as may be necessary to effectuate such admission and to confirm the agreement of such transferee to be bound by all the terms and provisions of this Agreement with respect to the Partnership Interest so acquired. It is a condition to any Transfer otherwise permitted hereunder that the transferee assumes, by operation of law or express agreement, all of the obligations of the transferor General Partner under this Agreement with respect to such Transferred Partnership Interest, and such Transfer shall relieve the transferor General Partner, in its capacity as such, of its obligations under this Agreement without the Consent of a Majority in Interest of the Outside Limited Partners. In the event that the General Partner withdraws from the Partnership, in violation of this Agreement or otherwise, or otherwise dissolves or terminates, or upon the Incapacity of the General Partner, and such General Partner is the sole General Partner of the Partnership at such time, all of the remaining Partners may elect to continue the Partnership business by selecting a successor General Partner in accordance with the Act.

(b) Section 11.2(a) notwithstanding, the General Partner may, without the consent of the Limited Partners, Transfer its General Partner Interest in connection with any merger, consolidation, share exchange, or sale of all or substantially all of the assets or capital stock of Omega REIT, sale of all or substantially all of the Partnership's assets, self-tender offer for all or substantially all of the outstanding Units, or other business combination or reorganization involving Omega REIT or the Partnership (each, a "**Transaction**") if, as a result of such Transaction, either:

(i) all Limited Partners will receive, or have the right to elect to receive, for each Unit an amount of cash, securities or other property, or units or other instruments evidencing the right to receive such cash securities, or other property, in each case equal in value to the product of the Adjustment Factor and the greatest amount of cash, securities or other property paid in such transaction to a holder of one (1) REIT Share in consideration of one (1) REIT Share; *provided* that if, in connection with such transaction, a purchase, tender or exchange offer shall have been made to and accepted by the holders of more than 50% of the outstanding REIT Shares, each holder of Units shall be given the option to exchange its Units for the greatest amount of cash, securities or other property that a Limited Partner would have received had it (A) exercised its Redemption right pursuant to Section 8.6(a) and (B) sold, tendered or exchanged pursuant to the offer such REIT Shares received upon exercise of the Redemption right immediately prior to the expiration of the offer; or

(ii) Omega REIT is the surviving entity in such Transaction and either (A) the holders of REIT Shares do not receive cash, securities or other property in the Transaction or (B) all holders of Units (other than a General Partner or any Subsidiary of a General Partner) receive for each Unit an amount of cash, securities or other property having a value (expressed as an amount per REIT Share) that is no less than the product of the Adjustment Factor and the greatest amount of cash, securities or other property

(expressed as an amount per REIT Share) received in such transaction by any holder of REIT Shares, or

(iii) following a Transaction involving the merger, consolidation, share exchange, or sale of all or substantially all of the assets or capital stock of Omega REIT, (A) substantially all of the assets of the successor or surviving entity following consummation of such Transaction (the "**Survivor**"), including all of the assets of the Partnership, excluding units of equity interest held by a general partner or similar governing body of the Survivor and Units held by a General Partner, as applicable, are either contributed, directly or indirectly, combined with or otherwise transferred to either the Partnership or another entity that is classified as a partnership for U.S. federal income tax purposes, and for which the Survivor or an Affiliate serve as the general partner or manager, and the Limited Partners (which may include the General Partners in their capacities as Limited Partners) receive additional Units or units of ownership interest in such other entity with an aggregate Fair Market Value of such additional Units or units of ownership interest equal to the Fair Market Value of the assets so contributed, combined or transferred as determined by the Survivor in good faith, and (B) the Survivor expressly agrees to assume all or substantially all of the obligations of the General Partner or any Affiliate hereunder (or, in lieu thereof, the Survivor may issue a General Partner and/or its Affiliates one or more notes, the terms of which as to payments of principal and interest mirror any such obligations of a General Partner or its Affiliates). Upon such contribution, combination, transfer, and assumption, the Survivor shall, without limiting the provisions of Section 14.1(a), have the right and duty to amend this Agreement as required by this Section 11.2(b)(iii). The Survivor shall in good faith arrive at a new method for the calculation of the Adjustment Factor after any such merger or consolidation so as to approximate the existing method for such calculation as closely as reasonably possible. Such calculation shall take into account, among other things, the kind and amount of securities, cash and other property that was receivable upon such merger or consolidation by a holder of REIT Shares or options, warrants or other rights relating thereto, and which a holder of Units could have acquired had such Units been exchanged immediately prior to such merger or consolidation. The above provisions of this Section 11.2(b)(iii) shall similarly apply to successive mergers or consolidations permitted hereunder.

(c) Notwithstanding the other provisions of this Article 11 (other than Section 11.6(d)), the General Partner Interests of the General Partner may be Transferred, at any time or from time to time, and without the Consent of any Limited Partners, to any Person that is, at the time of such Transfer, an Affiliate of the General Partner or any successor thereto, including any Qualified REIT Subsidiary. Any transferee of a General Partner Interest pursuant to this Section 11.2(c) shall automatically become, without further action or Consent of any Limited Partners, a general partner of the Partnership, subject to all the rights, privileges, duties and obligations under this Agreement and the Act relating to a general partner. The provisions of Section 11.2(a) (other than the last sentence thereof), Section 11.2(b) and Section 11.4 shall not apply to any Transfer permitted by this Section 11.2(c).

(d) Notwithstanding any other provision of this Article 11 (other than Section 11.6(d)), the Units held by a General Partner may be Transferred in whole or in part, at any time

and from time to time, to any Person that is, at the time of such Transfer, a successor to the General Partner or any Qualified REIT Subsidiary.

Section 11.3. Transfer of Limited Partners' Partnership Interests.

(a) Without limiting the generality of Section 11.1(b), it is expressly understood and agreed that the General Partner will not, and will not be required to, consent, pursuant to Section 11.1(b)(ii), to any Transfer of all or any portion of any Partnership Interest unless such Transfer meets each of the following conditions:

(i) Such Transfer is (A) made only to a single Qualified Transferee who shall, if requested by the General Partner, provide the information and representations set forth in Section 8.6(b); *provided*, *however*, that for such purposes, all Qualified Transferees that are Affiliates, or that comprise investment accounts or funds managed by a single Qualified Transferee and its Affiliates, shall be considered together to be a single Qualified Transferee, (B) an assignment of the Partnership Units received by Aviv LP pursuant to the Aviv Contribution Agreement made to one or more of Aviv LP's partners in connection with the dissolution or liquidation, and winding up of Aviv LP) the "**Aviv LP Dissolution**"); *provided, however,* that a recipient of Partnership Units distributed in connection with the Aviv LP Dissolution has first provided the General Partner with investment representations and such other information as may be reasonably requested by the General Partner, in such form and substance reasonably satisfactory to the General Partner, establishing that such recipient is a Qualified Transferee, to effect compliance with the Securities Act.

(ii) The transferee in such Transfer assumes by operation of law or express agreement all of the obligations of the transferor Limited Partner under this Agreement with respect to such Transferred Partnership Interest; *provided*, that no such Transfer (unless made pursuant to a statutory merger or consolidation wherein all obligations and liabilities of the transferor Partner are assumed by a successor corporation or other entity by operation of law) shall relieve the transferor Partner of its obligations under this Agreement without the approval of the General Partner, in its sole and absolute discretion. Notwithstanding the foregoing, any transferee of any Transferred Partnership Interest shall be subject to any and all ownership limitations contained in the Charter that may limit or restrict such transferee's ability to exercise its Redemption rights, including the Equity Share Ownership Limit. Any transferee, whether or not admitted as a Substituted Limited Partner, shall take subject to the obligations of the transferor hereunder. Unless admitted as a Substituted Limited Partner, no transferee, whether by a voluntary Transfer, by operation of law or otherwise, shall have any rights hereunder, other than the rights of an Assignee as provided in Section 11.5.

(iii) Such Transfer is effective as of the first day of a fiscal quarter of the Partnership Year.

(b) If a Limited Partner is subject to Incapacity, the executor, administrator, trustee, committee, guardian, conservator or receiver of such Limited Partner's estate shall have all the rights of a Limited Partner, but no more rights than those enjoyed by other Limited Partners, for

the purpose of settling or managing the estate, and such power as the Incapacitated Limited Partner possessed to Transfer all or any part of his, her or its interest in the Partnership. The Incapacity of a Limited Partner shall not cause such Limited Partner to cease to be a Limited Partner of the Partnership and, in and of itself, shall not dissolve or terminate the Partnership.

(c) In connection with any proposed Transfer of a Limited Partner Interest, the General Partner shall have the right to receive an opinion of counsel reasonably satisfactory to it to the effect that the proposed Transfer may be effected without registration under the Securities Act and will not otherwise violate any federal or state securities laws or regulations applicable to the Partnership or the Transferred Partnership Interests. If, in the opinion of such counsel, such Transfer would require the filing of a registration statement under the Securities Act or would otherwise violate any federal or state securities laws or regulations applicable to the Partnership or the Transferred Partnership Interests, the General Partner may prohibit the proposed Transfer.

(d) Notwithstanding anything in this Article 11 or Section 8.6 to the contrary, except with the prior written consent of the General Partner, which may be withheld in the General Partner's sole and absolute discretion, a transfer of Units by a Limited Partner to any Person will not be permitted by the Partnership, and the General Partner shall not admit such Person as a Partner, if (i) in the opinion of legal counsel to the Partnership, (A) the Partnership would be classified as an association taxable as a corporation for U.S. federal income tax purposes, or (B) Omega REIT would no longer qualify as a REIT or would be subject to additional taxes under Code Section 856 or 857, or Code Section 4981, as a result of such transfer of Units, or (ii) such transfer was effectuated through an "established securities market" or a "secondary market" (or the substantial equivalent thereof) as those terms are defined for purposes of Code Section 7704.

Section 11.4. Substituted Limited Partners.

(a) A transferee of the interest of a Limited Partner pursuant to a Transfer consented to by the General Partner pursuant to Section 11.1(b) may be admitted to the Partnership as a Substituted Limited Partner only with the written consent of the General Partner, which consent may be given or withheld by the General Partner in its sole and absolute discretion. The failure or refusal by the General Partner to permit a transferee of any such interests to become a Substituted Limited Partner shall not give rise to any cause of action against the Partnership or the General Partner. Subject to the foregoing, an Assignee shall not be admitted as a Substituted Limited Partner until and unless it furnishes to the General Partner (i) evidence of acceptance, in form and substance satisfactory to the General Partner, of all the terms, conditions and applicable obligations of this Agreement, (ii) a counterpart signature page to this Agreement executed by such Assignee and (iii) such other documents and instruments as may be required or advisable, in the sole and absolute discretion of the General Partner, to effect such Assignee's admission as a Substituted Limited Partner.

(b) A transferee who has been admitted as a Substituted Limited Partner in accordance with this Article 11 shall have all the rights and powers and be subject to all the restrictions and liabilities of a Limited Partner under this Agreement. The admission of any transferee as a Substituted Limited Partner shall be subject to the transferee executing and delivering to the Partnership an acceptance of all the terms and conditions of this Agreement

(including the provisions of Section 2.4) and such other documents or instruments as may be required to effect the admission.

(c) Upon the admission of a Substituted Limited Partner, the General Partner shall amend Exhibit A to reflect the name of the Substituted Limited Partner and the number of Units held by such Substituted Limited Partner and to eliminate or adjust, as necessary, the name and number of Units of the predecessor of such Substituted Limited Partner.

Section 11.5. Assignees. If the General Partner, in its sole and absolute discretion, does not consent to the admission of any transferee of any Partnership Interest as a Substituted Limited Partner in connection with a Transfer permitted by the General Partner pursuant to Section 11.1(b), such transferee shall be considered an Assignee for purposes of this Agreement. An Assignee shall be entitled to all the rights of an assignee of a holder of a Partnership Interest under the Act, including the right to receive distributions from the Partnership and the share of Net Income, Net Losses and other items of income, gain, loss, deduction and credit of the Partnership attributable to the Units assigned to such Assignee and the rights to Transfer the Units only in accordance with the provisions of this Article 11, but shall not be deemed to be a Partner or holder of Units for any other purpose under this Agreement, and shall not be entitled to effect a Consent or vote or effect a Redemption with respect to such Units on any matter presented to the Limited Partners for approval (such right to Consent or vote or effect a Redemption, to the extent provided in this Agreement or under the Act, fully remaining with the transferor Limited Partner). In the event that any such transferee desires to make a further assignment of any such Units, such Assignee shall be subject to all the provisions of this Article 11 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of Units.

Section 11.6. General Provisions.

(a) No Limited Partner may withdraw from the Partnership other than as a result of a permitted Transfer of all of such Limited Partner's Units in accordance with this Article 11, with respect to which the transferee becomes a Substituted Limited Partner, or pursuant to a redemption (or acquisition by Omega REIT) of all of its Units pursuant to a Redemption under Section 8.6.

(b) Any Limited Partner who shall Transfer all of his, her or its Units in a Transfer (i) consented to by the General Partner pursuant to this Article 11 where such transferee was admitted as a Substituted Limited Partner, (ii) pursuant to the exercise of its rights to effect a redemption of all of its Units pursuant to a Redemption under Section 8.6 or (iii) to Omega REIT, whether or not pursuant to Section 8.6(b), shall cease to be a Limited Partner as of the effectiveness of the Transfer.

(c) If any Unit is Transferred in compliance with the provisions of this Article 11, or is redeemed by the Partnership, or acquired by Omega REIT pursuant to Section 8.6, on any day other than the first day of a Partnership Year, then Net Income, Net Losses, each item thereof and all other items of income, gain, loss, deduction and credit attributable to such Unit for such Partnership Year shall be allocated to the transferor Partner or the Tendering Partner, as the case may be, and, in the case of a Transfer or assignment other than a Redemption, to the transferee

Partner, by taking into account their varying interests during the Partnership Year in accordance with Code Section 706(d), using the "interim closing of the books" method or another permissible method selected by the General Partner. Solely for purposes of making such allocations, each of such items for the calendar month in which a Transfer occurs shall be allocated to the transferee Partner and none of such items for the calendar month in which a Transfer or a Redemption occurs shall be allocated to the transferor Partner or the Tendering Partner, as the case may be, if such Transfer occurs on or before the fifteenth (15^{th}) day of the month, otherwise all such items shall be allocated to the transferor; *provided, however*, that the General Partner may adopt such other conventions relating to allocations in connection with Transfers or Redemptions as it deems necessary or appropriate. All distributions of Available Cash attributable to such Unit with respect to which the Partnership Record Date is before the date of such Transfer, assignment or Redemption shall be made to the transferor Partner or the Tendering Partner, as the case may be, and, in the case of a Transfer other than a Redemption, all distributions of Available Cash thereafter attributable to such Unit shall be made to the transferee Partner.

(d) In addition to any other restrictions on Transfer contained in this Agreement, in no event may any Transfer or assignment of a Partnership Interest by any Partner (including any Redemption, any acquisition of Units by Omega REIT or any other acquisition of Units by the Partnership) be made: (i) to any Person who lacks the legal right, power or capacity to own a Partnership Interest; (ii) in violation of applicable law; (iii) with respect to LP Units only, of any component portion of a Partnership Interest, such as the Capital Account, or rights to distributions, separate and apart from all other components of a Partnership Interest; (iv) if such Transfer could reasonably be expected to cause Omega REIT to cease to comply with the REIT Requirements; (v) if such Transfer could reasonably be expected to, on advice of legal counsel to the Partnership or the General Partner, cause a termination of the Partnership for federal or state income tax purposes; (vi) if such Transfer could reasonably be expected to, on advice of legal counsel to the Partnership, cause the Partnership to cease to be classified as a partnership for federal income tax purposes; (vii) if such Transfer, on advice of legal counsel to the Partnership or the General Partner, could reasonably be expected to adversely affect the ability of Omega REIT to continue to qualify as a REIT or subject Omega REIT to any additional taxes under Code Section 857 or Code Section 4981; (viii) if such Transfer could reasonably be expected to cause the Partnership to become, with respect to any employee benefit plan subject to Title I of ERISA or any plan subject to Code Section 4975, a "party-in-interest" (as defined in ERISA Section 3(14)) or a "disqualified person" (as defined in Code Section 4975(c)); (ix) to any benefit plan investor within the meaning of Department of Labor Regulations Section 2510.3-101(f); (x) if such Transfer could reasonably be expected to, on advice of legal counsel to the Partnership or the General Partner, cause any portion of the assets of the Partnership to constitute assets of any employee benefit plan pursuant to Department of Labor Regulations Section 2510.3-101; (xi) if such Transfer requires the registration of such Partnership Interest pursuant to any applicable federal or state securities laws; (xii) if such Transfer would be effectuated through an "established securities market" or a "secondary market" (or the substantial equivalent thereof) within the meaning of Code Section 7704) or if such Transfer causes the Partnership to become a "publicly traded partnership," as such term is defined in Code Sections 469(k)(2) or 7704(b); or (xiii) if such Transfer subjects the Partnership to regulation under the Investment Company Act of 1940, as amended, the Investment Advisors Act of 1940, as amended, or ERISA, except in the

case of each of clauses (iii) through (xii), with prior written consent of the General Partner, which consent may be granted or withheld in its sole and absolute discretion.

(e) The General Partner shall monitor the Transfers of Partnership Interests (including any acquisition of Common Units by the Partnership or the Omega REIT) to determine (i) if such interests could be treated as being traded on an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code and the regulations thereunder and (ii) whether such transfers of interests could result in the Partnership being unable to qualify for the "safe harbors" set forth in Regulations Section 1.7704-1 (or such other guidance subsequently published by the IRS setting forth safe harbors under which interests will not be treated as "readily tradable on a secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code) (the "**PTP Safe Harbors**"). The General Partner shall have the authority (but shall not be required) to take any steps it determines are necessary or appropriate in its sole and absolute discretion (i) to prevent any trading of interests which could cause the Partnership to become a "publicly traded partnership," within the meaning of Code Section 7704, or any recognition by the Partnership of such transfers, (ii) to ensure that one or more of the PTP Safe Harbors is met and/or (iii) to ensure that the Partnership satisfies the "qualifying income" exemption of Section 7704(c) of the Code from treatment as a publicly traded partnership taxable as a corporation.

ARTICLE 12
ADMISSION OF PARTNERS

Section 12.1. Admission of Successor General Partner and Additional General Partners . The acquirer of the General Partner's GP Units pursuant to a Transfer permitted by Section 11.2 or issuance pursuant to Section 4.4, which is proposed to be admitted as an additional or a successor General Partner shall be admitted to the Partnership as a General Partner, without the consent of any Limited Partner, effective upon such Transfer or issuance. Upon any such Transfer and the admission of any such transferee as a successor General Partner in accordance with this Section 12.1, the transferor General Partner shall be relieved of all of its obligations under this Agreement and shall cease to be a general partner of the Partnership without any separate Consent of the Limited Partners. Any such successor General Partner, if named to be Principal General Partner in Exhibit A hereto, shall carry on the business of the Partnership without dissolution. The admission shall be subject to the successor General Partner executing and delivering to the Partnership an acceptance of all of the terms and conditions of this Agreement and such other documents or instruments as may be required to effect the admission. In the case of such admission on any day other than the first (1st) day of a Partnership Year, all items attributable to the Partnership Interests for such Partnership Year shall be allocated between the transferring General Partner and such successor as provided in Section 11.6(c). Upon any such Transfer, the transferee shall become the successor General Partner (and, if appropriate, the Principal General Partner) for all purposes herein, and shall be vested with the powers and rights of the transferor General Partner, and shall be liable for all of the obligations and responsible for all of the duties of the General Partner.

Section 12.2. Admission of Additional Limited Partners.

(a) A Person not already a Partner who receives LP Units or an award of LTIP Units in accordance with this Agreement shall be admitted to the Partnership as an Additional Limited Partner only upon furnishing to the General Partner (i) evidence of acceptance in form satisfactory to the General Partner of all of the terms and conditions of this Agreement, including the power of attorney granted in Section 2.4, and (ii) such other documents or instruments as may be required in the sole and absolute discretion of the General Partner in order to effect such Person's admission as an Additional Limited Partner.

(b) Notwithstanding anything to the contrary in this Section 12.2, no Person shall be admitted as an Additional Limited Partner without the consent of the General Partner in its sole and absolute discretion. The admission of any Person as an Additional Limited Partner shall become effective on the date upon which the name of such Person is recorded on the books and records of the Partnership, which shall occur on the last date upon which each of the following conditions has been satisfied: (i) the Capital Contribution in respect of such Limited Partner is received, (ii) the consent of the General Partner to such admission is obtained and (iii) the documents required by Section 12.2(a) are furnished to the General Partner. If any Additional Limited Partner is admitted to the Partnership on any day other than the first (1^{st}) day of a Partnership Year, then Net Income, Net Losses, each item thereof and all other items allocable among Partners and Assignees for such Partnership Year shall be allocated among such Limited Partner and all other Partners and Assignees using any method permitted under Code Section 706 as the General Partner determine. All distributions of Available Cash with respect to which the Partnership Record Date is before the date of such admission shall be made solely to Partners and Assignees other than the Additional Limited Partner (other than in its capacity as an Assignee, if applicable) and, except as otherwise agreed to by the Additional Limited Partner and the General Partner, all distributions of Available Cash thereafter shall be made to all Partners and Assignees including such Additional Limited Partner.

Section 12.3. Amendment of Agreement and Certificate of Limited Partnership. For the admission to the Partnership of any Partner, the General Partner shall take all steps necessary and appropriate under the Act to amend the records of the Partnership and, if necessary, to prepare as soon as practical an amendment of this Agreement (including an amendment of Exhibit A) and, if required by law, shall prepare and file an amendment to the Certificate and may for this purpose exercise the power of attorney granted pursuant to Section 2.4.

ARTICLE 13
DISSOLUTION AND LIQUIDATION

Section 13.1. Dissolution. The Partnership shall not be dissolved by the admission of Substituted Limited Partners or Additional Limited Partners or by the admission of a successor General Partner or Additional General Partner in accordance with the terms of this Agreement. The Partnership shall dissolve, and its affairs shall be wound up, upon the first to occur of any of the following (each, a "**Liquidating Event**"):

(a) an event of withdrawal (as defined in the Act) of the sole remaining General Partner, unless, within ninety (90) days after the withdrawal, a Majority in Interest of the Outside Limited Partners Consent, in their sole and absolute discretion, to continue the business of the

Partnership and to the appointment, effective as of the date of withdrawal, of a substitute general partner, who shall be a Principal General Partner for all purposes;

(b) an election to dissolve the Partnership made by the General Partner in its sole and absolute discretion, with or without the Consent of a Majority in Interest of the Outside Limited Partners;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Act;

(d) the occurrence of any sale or other disposition of all or substantially all of the Partnership Assets or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the Partnership Assets;

(e) the Redemption (or acquisition by the General Partner) of all Units other than Units held by the General Partner; or

(f) the Incapacity of the sole remaining General Partner, unless, within ninety (90) days after the event causing such Incapacity, a Majority in Interest of the Outside Limited Partners Consent to continue the business of the Partnership and to the appointment, effective as of the date of such Incapacity, of a substitute general partner, who shall be a Principal General Partner for all purposes.

Section 13.2. Winding Up.

(a) Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. The sole remaining General Partner or, in the event that there is no remaining General Partner or the sole remaining General Partner has dissolved, become bankrupt within the meaning of the Act or ceased to operate, any Person elected by a Majority in Interest of the Outside Limited Partners (the General Partner or such other Person being referred to herein as the "**Liquidator**") shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and property and the Partnership Assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the Partners;

(ii) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the General Partner including amounts due as reimbursements under Section 7.3;

(iii) Third, to the payment and discharge of all of the Partnership's debts and liabilities to the Partners, *pro rata*; and

(iv) The balance, if any, in accordance with Section 5.1(a); *provided*, *however*, distributions to a Holder of LTIP Units shall not exceed such Holder's positive Capital Account Balance with respect to such LTIP Units.

No General Partner shall receive any additional compensation for any services performed pursuant to this Article 13 other than reimbursement of its expenses as provided in Section 7.3. If any Partner has a deficit balance in its Capital Account, such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever.

(b) Notwithstanding the provisions of Section 13.2(a) which require liquidation of the Partnership Assets, but subject to the order of priorities set forth therein, if prior to or upon dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership Assets would be impractical or would cause undue loss to the Partners, the Liquidator may, in its sole and absolute discretion, defer for a reasonable time the liquidation of any Partnership Assets except those necessary to satisfy liabilities of the Partnership (including to those Partners as creditors) and/or distribute to the Partners, in lieu of cash, as tenants in common and in accordance with the provisions of Section 13.2(a), undivided interests in such Partnership Assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be made only if in the good faith judgment of the Liquidator, such distributions in kind are in the best interest of the Partners, and shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as it may adopt.

Section 13.3. Deemed Contribution and Distribution. Notwithstanding any other provision of this Article 13, in the event the Partnership is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Partnership Assets shall not be liquidated, the Partnership's liabilities shall not be paid or discharged and the Partnership's affairs shall not be wound up. Instead, the Partnership shall be deemed to have contributed the Partnership Assets to a new partnership, in exchange for an interest in the new partnership, which new partnership shall be deemed to have assumed and taken such property subject to all Partnership liabilities. Immediately thereafter, the Partnership shall be deemed to distribute the interests in the new partnership, in liquidation of the Partnership, to the General Partner and the Limited Partners, in proportion to the Partners' respective interests in the Partnership, for the continuation of the business.

Section 13.4. Rights of Limited Partners. Except as otherwise provided in this Agreement, (a) each Limited Partner shall look solely to the Partnership Assets for the return of its Capital Contribution and (b) no Limited Partner shall have the right or power to demand or receive property from the Partnership.

Section 13.5. Notice of Dissolution. In the event a Liquidating Event occurs or an event occurs that would, but for provisions of Section 13.1, result in a dissolution of the Partnership,

the General Partner shall, within thirty (30) days thereafter, provide written notice thereof to each of the Partners.

Section 13.6. Cancellation of Certificate of Limited Partnership. Upon the completion of the liquidation of the Partnership's cash, property and other assets as provided in Section 13.2, the Partnership shall be terminated and the Certificate and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 13.7. Reasonable Time for Winding-Up. A reasonable time shall be allowed for the orderly winding-up of the business and affairs of the Partnership and the liquidation of its assets pursuant to Section 13.2, in order to minimize any losses otherwise attendant upon such winding-up, and the provisions of this Agreement shall remain in effect between the Partners during the period of liquidation.

Section 13.8. Waiver of Partition. Each Partner hereby waives any right to partition of the Partnership Assets.

ARTICLE 14
AMENDMENT OF PARTNERSHIP AGREEMENT; CONSENTS

Section 14.1. Amendments without Limited Partner Consent.

(a) Without limiting the powers of the General Partner as set forth in Section 7.1, each Limited Partner agrees that the General Partner (pursuant to its powers of attorney from the Limited Partners and Assignees), without the approval of any Limited Partner or Assignee, may amend any provision of this Agreement, and execute, swear to acknowledge, deliver, file and record whatever documents may be required in connection therewith, to:

(i) reflect a change in the name of the Partnership or the location of the principal place of business of the Partnership;

(ii) reflect the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement and to amend Exhibit A in connection with such admission, substitution, withdrawal or removal;

(iii) reflect a change that, in the sole and absolute discretion of the General Partner is reasonable and necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the limited partners have limited liability under the laws of any state or that is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be taxable as a corporation or an association taxable as a corporation for federal income tax purposes;

(iv) reflect a change (A) that in the sole and absolute discretion of the General Partner does not adversely affect the Limited Partners in any material respect (including, but not limited to, Section 11.2(b) to the extent that any amendment to such section, that in the sole and absolute discretion, of the General Partner, is or may be required to

facilitate a Transaction) or (B) that is required to effect the intent of the provisions of this Agreement or otherwise contemplated by this Agreement;

(v) add to the obligations of the General Partner or surrender any right or power granted to the General Partner to any other Affiliate of a General Partner for the benefit of the Limited Partners;

(vi) satisfy the provisions of any order, directive, opinion, ruling or regulation of a federal or state agency or contained in federal or state law which is binding upon the Partnership;

(vii) reflect such changes as are determined by the General Partner in its sole and absolute discretion to be necessary or appropriate for Omega REIT to maintain or restore its status as a REIT or to satisfy the REIT Requirements;

(viii) to reflect the Transfer of all or any part of a Partnership Interest between the General Partner and any Qualified REIT Subsidiary;

(ix) to modify the manner in which Capital Accounts are computed (but only to the extent set forth in the definition of "Capital Account" or contemplated by the Code or the Regulations);

(x) reflect an amendment that is necessary or advisable in the opinion of the General Partner to prevent the Partnership or Omega REIT or its directors or officers from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, or the Investment Advisers Act of 1940, as amended;

(xi) reflect such actions as may be necessary or appropriate to avoid the Partnership Assets being treated for any purpose of ERISA or Code Section 4975 as assets of any "employee benefit plan" as defined in and subject to ERISA or of any "plan" subject to Code Section 4975 (or any corresponding provisions of succeeding law) or to avoid the Partnership's engaging in a prohibited transaction as defined in Section 406 of ERISA or Code Section 4975(c);

(xii) reflect an amendment that in the sole and absolute discretion of the General Partner is necessary or desirable in connection with the issuance of any Units or adoption of any Equity Incentive Plan pursuant to Article 4;

(xiii) reflect an amendment as may be required in the General Partner's sole and absolute discretion to comply with provisions of Loan Documents;

(xiv) reflect any amendment expressly permitted in this Agreement to be made by the General Partner; or

(xv) reflect any other amendment similar to the foregoing.

(b) Notwithstanding the foregoing, this Agreement shall not be amended, and no action may be taken by the General Partner, without the Consent of each Partner adversely

affected if such amendment or action would (i) convert a Limited Partner's interest in the Partnership into a General Partner Interest, (ii) modify the limited liability of a Limited Partner, (iii) alter the rights of any Partner to receive distributions pursuant to Article 5 or Section 13.2(a)(iv), or the allocations specified in Article 6 (except as permitted pursuant to Section 4.4, Section 4.5 and Section 6.2(c)) or (iv) amend this Section 14.1(b).

(c) Except as otherwise provided in Section 14.1(a) and Section 14.1(b), amendments to this Agreement shall require the affirmative consent of the General Partner and of Partners (which, for the avoidance of doubt, may include any General Partner) owning in the aggregate a majority of the Common Units.

Section 14.2. Amendments with Limited Partner Consent. Amendments to this Agreement requiring Consent of the Limited Partners may be proposed only by the General Partner. Following such proposal, the General Partner shall submit any proposed amendment to the Limited Partners for approval in accordance with Section 14.3.

Section 14.3. Meetings of and Actions by the Partners.

(a) Meetings of the Partners may be called by the General Partner at its sole and absolute discretion. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Partners not less than seven (7) days nor more than thirty (30) days prior to the date of such meeting. Partners may vote in person or by proxy at such meeting. Whenever the vote or Consent of Partners is permitted or required under this Agreement, such vote or Consent may be given by proxy or at a meeting of Partners or may be given in accordance with the procedure prescribed in Section 14.3(b).

(b) Any action required or permitted to be taken at a meeting of the Partners may be taken without a meeting if a written consent setting forth the action so taken is signed by the Holders of a majority of the Percentage Interests of the Partners (or such other percentage as is expressly required by this Agreement for the action in question). Such consent may be in one instrument or in several instruments, and shall have the same force and effect as a vote of a majority of the Percentage Interests of the Partners (or such other percentage as is expressly required by this Agreement) at a meeting of the Partners. For purposes of obtaining such consent, the General Partner may require a response within a reasonable specified time, but not less than ten (10) days, and failure to respond in such time period shall constitute a Consent that is consistent with the General Partner's recommendation with respect to the proposal; *provided*, *however*, that an action shall become effective at such time as requisite Consents are received even if prior to such specified time. Such Consent shall be filed with the General Partner.

(c) Each Limited Partner may authorize any Person or Persons to act for him, her or it by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or his, her or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy (or there is receipt of a proxy authorizing a later date). Every proxy shall be revocable at the pleasure of the Limited Partner executing it, such revocation to be effective upon the Partnership's receipt of written notice of such revocation from the Limited Partner executing such proxy. The use of

proxies will be governed in the same manner as in the case of corporations organized under the General Corporation Law of Delaware (including Section 212 thereof).

(d) Each meeting of Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deems appropriate in its sole and absolute discretion.

(e) On matters on which Limited Partners are entitled to vote, each Limited Partner holding Units shall be entitled to cast a number of votes equal to the number of Units held by such Limited Partner.

(f) Except as otherwise expressly provided in this Agreement, the Consent of Holders of Partnership Interests representing a majority of the Partnership Interests of the Limited Partners shall control.

ARTICLE 15
LTIP UNITS

Section 15.1. Designation. Section 4.3 establishes a class of Units in the Partnership designated as the " **LTIP Units**." The number of LTIP Units that may be issued is not limited by this Agreement.

Section 15.2. Vesting.

(a) Generally. LTIP Units may, in the sole and absolute discretion of the General Partner, be issued subject to vesting, forfeiture and additional restrictions on transfer pursuant to the terms of an award, vesting or other similar agreement (a "**Vesting Agreement**"). The terms of any Vesting Agreement may be modified by the General Partner from time to time in its sole and absolute discretion, subject to any restrictions on amendment imposed by the relevant Vesting Agreement or by the Equity Incentive Plan, if applicable. LTIP Units that were fully vested when issued or that have vested and are no longer subject to forfeiture under the terms of a Vesting Agreement are referred to as "**Vested LTIP Units**" and all other LTIP Units shall be treated as " **Unvested LTIP Units**." LTIP Units that are issued subject to the achievement of specified performance criteria are referred to as "**Unearned LTIP Units**" until such time as the relevant performance criteria have been met at which time such LTIP Units are referred to as "**Earned LTIP Units**." Earned LTIP Units that are subject to vesting and forfeiture provisions pursuant to the terms of a Vesting Agreement are referred to as "**Earned Unvested LTIP Units**."

(b) Forfeiture. Unless otherwise specified in the Vesting Agreement, the Equity Incentive Plan or in any other applicable compensatory arrangement or incentive program pursuant to which LTIP Units are issued, upon the occurrence of any event specified in such Vesting Agreement, Equity Incentive Plan, arrangement or program as resulting in either the right of the Partnership or the General Partner to repurchase LTIP Units at a specified purchase price or some other forfeiture of any LTIP Units, then if the Partnership or the General Partner exercise such right to repurchase or upon the occurrence of the event causing forfeiture in accordance with the applicable Vesting Agreement, Equity Incentive Plan, arrangement or program, then the relevant LTIP Units shall immediately, and without any further action, be

treated as cancelled and no longer outstanding for any purpose. Unless otherwise specified in the applicable Vesting Agreement, Equity Incentive Plan, arrangement or program, no consideration or other payment shall be due with respect to any LTIP Units that have been forfeited, other than any distributions declared with respect to a Partnership Record Date and with respect to such LTIP Units prior to the effective date of the forfeiture if so provided by the terms of the applicable Vesting Agreement, Equity Incentive Plan, arrangement or program. Except as otherwise provided in this Agreement (including without limitation Section 6.2(a)(i)) or any agreement relating to the grant of LTIP Units, in connection with any repurchase or forfeiture of such LTIP Units, if such Holder continues to hold LTIP Units after such repurchase or forfeiture, the Capital Account balance of the holder of LTIP Units that is attributable to all of his or her remaining LTIP Units shall be reduced by the amount, if any, needed to reduce such Capital Account balance to an amount that would equal the target balance contemplated by Section 6.2(a)(i), had such historic calculations under Section 6.2(a)(i) been made only with respect to such holder's remaining LTIP Units.

Section 15.3. Adjustments. The Partnership shall maintain at all times a one-to-one correspondence between LTIP Units and LP Units for conversion, distribution and other purposes, including without limitation complying with the following procedures; *provided*, that the foregoing is not intended to alter the special allocations pursuant to Section 6.2(a)(i), differences between distributions to be made with respect to LTIP Units and LP Units pursuant to Section 13.2 and Section 15.4(c) in the event that the Capital Accounts attributable to the LTIP Units are less than those attributable to LP Units due to insufficient special allocation pursuant to Section 6.2(a)(i) or related provisions. If an Adjustment Event occurs, then the General Partner shall take any action reasonably necessary, including any amendment to this Agreement or Exhibit A adjusting the number of outstanding LTIP Units or subdividing or combining outstanding LTIP Units, to maintain a one-for-one conversion and economic equivalence ratio between LP Units and LTIP Units. The following shall be "**Adjustment Events**": (i) the Partnership makes a distribution on all outstanding LP Units in Units, (ii) the Partnership subdivides the outstanding LP Units into a greater number of Units or combines the outstanding LP Units into a smaller number of Units, or (iii) the Partnership issues any Units in exchange for its outstanding LP Units by way of a reclassification or recapitalization of its LP Units. If more than one Adjustment Event occurs, any adjustment to the LTIP Units need be made only once using a single formula that takes into account each and every Adjustment Event as if all Adjustment Events occurred simultaneously. For the avoidance of doubt, the following shall not be Adjustment Events: (x) the issuance of Units in a financing, reorganization, acquisition or other similar business transaction, (y) the issuance of Units pursuant to any Equity Incentive Plan or any employee benefit or compensation plan or distribution reinvestment plan, or (z) the issuance of any GP Units to a General Partner in respect of a Capital Contribution to the Partnership of proceeds from the sale of securities by Omega REIT. If the Partnership takes an action affecting the LP Units other than actions specifically described above as Adjustment Events and in the opinion of the General Partner such action would require action to maintain the one-to-one correspondence described above, the General Partner shall have the right to take such action, to the extent permitted by law, the Equity Incentive Plan and any other compensatory arrangement or incentive program pursuant to which LTIP Units are issued, in such manner and at such time as the General Partner, in its sole and absolute discretion, may determine to be reasonably appropriate under the circumstances. If an amendment is made to this Agreement adjusting the number of outstanding LTIP Units as herein provided, the Partnership shall

promptly file in the books and records of the Partnership a certificate of the General Partner setting forth a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment absent manifest error. Promptly after filing of such certificate, the Partnership shall mail a notice to each LTIP Unit Holder setting forth the adjustment to his or her LTIP Units and the effective date of such adjustment.

Section 15.4. Distributions.

(a) Distributions Generally. Distributions on the LTIP Units, if authorized, under the provisions of Section 5.1(a) or Section 5.1(c) shall be payable in such amounts as authorized, subject to adjustment or modification as set forth in the Equity Incentive Plan or any applicable Vesting Agreement and on such dates and in such manner as may be authorized by the General Partner (any such date, an "**LTIP Unit Distribution Participation Date**"); *provided* that, except as otherwise provided in this Agreement, the Equity Incentive Plan, any applicable Vesting Agreement or by the General Partner with respect to any particular class or series of LTIP Units, the LTIP Unit Distribution Participation Date shall be the same as the corresponding Partnership Record Date relating to the corresponding distribution on the LP Units.

(b) Other Distributions. Pursuant to Section 5.1(b), and except as otherwise provided in this Agreement, the Equity Incentive Plan, any applicable Vesting Agreement or by the General Partner with respect to any particular class or series of LTIP Units, the General Partner may from time to time make, and the Holders of LTIP Units shall be entitled to receive, distributions (other than distributions upon the occurrence of a Liquidating Event or proceeds from a Terminating Capital Transaction) of Available Cash in an amount per LTIP Unit equal to the amount of any such distributions that would have been payable to such holders if the LTIP Units had been LP Units (if applicable, assuming such LTIP Units were held for the entire period to which such distributions relate) so as to otherwise comply with of the terms of an Equity Incentive Plan, or the terms set forth in any Vesting Agreement. Such distributions can, but need not be, made proportionately to the of holders of LTIP Units. Any distribution of cash made to any holders of LTIP Units pursuant to this Section 15.4(b) shall not be considered a distribution of Available Cash under Section 5.1(a) or Section 5.1(c) to which holders of Common Units otherwise would be entitled to their proportionate share of such distribution.

(c) Liquidating Distributions. Holders of Vested LTIP Units and Earned Unvested LTIP Units shall also be entitled to receive distributions upon the occurrence of a Liquidating Event or proceeds from a Terminating Capital Transaction in accordance with Section 13.2.

Section 15.5. Allocations. Holders of LTIP Units shall be allocated Net Income and Net Loss as set forth in Article 6; for purposes of clarity, generally pursuant to Section 6.1 with respect to distributions made pursuant to Section 15.4(a) and Section 6.2(a)(ii) with respect to distributions made pursuant to Section 15.4(b) or Section 15.4(c).

Section 15.6. Transfers. Subject to the terms of any Vesting Agreement, a holder of LTIP Units shall be entitled to transfer his or her LTIP Units to the same extent, and subject to the same restrictions as holders of LP Units are entitled to transfer their LP Units pursuant to Article 11.

Section 15.7. Redemption. The right to Redemption provided in Section 8.6 shall not apply with respect to LTIP Units.

Section 15.8. Legend. Any certificate evidencing an LTIP Unit shall bear an appropriate legend indicating that additional terms, conditions and restrictions on transfer, including without limitation any Vesting Agreement, apply to the LTIP Unit.

Section 15.9. Conversion to Partnership LP Unit.

(a) A holder of Unvested LTIP Units shall have the right (the " **Conversion Right**"), at his or her option, at any time to convert all or a portion of his or her Vested LTIP Units into LP Units; *provided*, *however*, that such holder may not exercise the Conversion Right for less than one thousand (1,000) Vested LTIP Units or, if such holder holds less than one thousand (1,000) Vested LTIP Units, all of the Vested LTIP Units held by such holder. Holders of Unvested LTIP Units and Earned Unvested LTIP Units shall not have the right to convert such Units into LP Units until they become Vested LTIP Units; *provided*, *however*, that when a holder of LTIP Units is notified of the expected occurrence of an event that will cause his or her Unvested LTIP Units or Earned Unvested LTIP Units to become Vested LTIP Units, such holder may give the Partnership a Conversion Notice conditioned upon and effective as of the time of vesting and such Conversion Notice, unless subsequently revoked by the holder, shall be accepted by the Partnership subject to such condition. In all cases, the conversion of any LTIP Units into LP Units shall be subject to the conditions and procedures set forth in this Section 15.9.

(b) A holder of LTIP Units may convert his or her Vested LTIP Units into an equal number of fully paid and non-assessable LP Units, giving effect to all adjustments (if any) made pursuant to Section 15.3. Notwithstanding the foregoing, in no event may a holder of LTIP Units convert a number of Vested LTIP Units that exceeds (x) the Economic Capital Account Balance of such holder, to the extent attributable to his or her ownership of LTIP Units, divided by (y) the Common Unit Economic Balance, in each case as determined as of the effective date of conversion (the "**Capital Account Limitation**"). In order to exercise his or her Conversion Right, a holder of LTIP Units shall deliver a notice (a "**Conversion Notice**") to the Partnership (with a copy to the General Partner) in the form attached as Exhibit C not less than three (3) nor more than ten (10) days prior to a date (the " **Conversion Date**") specified in such Conversion Notice; *provided*, *however*, that if the General Partner has not given to the holder of LTIP Units notice of a proposed or upcoming Transaction at least thirty (30) days prior to the effective date of such Transaction, then the holder shall have the right to deliver a Conversion Notice until the earlier of (x) the tenth (10^{th}) day after such notice from the General Partner of a Transaction or (y) the third Business Day immediately preceding the effective date of such Transaction. Each holder of LTIP Units seeking to convert Vested LTIP Units represents and warrants to the Partnership that all Vested LTIP Units to be converted pursuant to this Section 15.9 shall be free and clear of all liens. Notwithstanding anything herein to the contrary, a holder of LTIP Units may deliver a Notice of Redemption pursuant to Section 8.6 relating to such LP Units in advance of the Conversion Date; *provided*, *however*, that the redemption of such LP Units by the Partnership shall in no event take place until on or after the Conversion Date. For clarity, it is noted that the objective of this paragraph is to put a holder of LTIP Units in a position where, if he or she so wishes, the LP Units into which his or her Vested LTIP Units will be converted can

be redeemed by the Partnership pursuant to Section 8.6 simultaneously with such conversion, with the further consequence that, if the General Partner elects to assume the Partnership's Redemption obligation with respect to such LP Units under Section 8.6 by delivering to such holder REIT Shares rather than cash, then such holder of LTIP Units can have such REIT Shares issued to him or her simultaneously with the conversion of his or her Vested LTIP Units into LP Units. The General Partner shall cooperate with a holder of LTIP Units to coordinate the timing of the different events described in the foregoing sentence.

(c) The Partnership, at any time at the election of the General Partner, may cause any number of Vested LTIP Units to be converted (a " **Forced Conversion**") into an equal number of LP Units, giving effect to all adjustments (if any) made pursuant to Section 15.3; *provided*, *however*, that the Partnership may not cause a Forced Conversion of any LTIP Units that would not at the time be eligible for conversion at the option of a holder of LTIP Units pursuant to Section 15.9(b). In order to exercise its right of Forced Conversion, the Partnership shall deliver a notice (a " **Forced Conversion Notice**") in the form attached hereto as Exhibit D to the applicable Holder of LTIP Units not less than ten (10) nor more than sixty (60) days prior to the Conversion Date specified in such Forced Conversion Notice.

(d) A conversion of Vested LTIP Units for which the holder thereof has given a Conversion Notice or the Partnership has given a Forced Conversion Notice shall occur automatically after the close of business on the applicable Conversion Date without any action on the part of such holder of LTIP Units other than the surrender of any certificate or certificates evidencing such Vested LTIP Units, as of which time such holder of LTIP Units shall be credited on the books and records of the Partnership as of the opening of business on the next day with the number of LP Units into which such LTIP Units were converted. After the conversion of LTIP Units as aforesaid, the Partnership shall deliver to such holder of LTIP Units, upon his or her written request, a certificate issued by the General Partner certifying the number of LP Units and remaining LTIP Units, if any, held by such holder immediately after such conversion. The Assignee of any Limited Partner pursuant to Article 11 may exercise the rights of such Limited Partner pursuant to this Section 15.9 and such Limited Partner shall be bound by the exercise of such rights by the Assignee.

(e) For purposes of making future allocations under Section 6.2(a)(i) and applying the Capital Account Limitation, the portion of the Economic Capital Account Balance of the applicable Holder of LTIP Units that is treated as attributable to his or her LTIP Units shall be reduced, as of the Conversion Date, by the product of the number of LTIP Units converted and the Common Unit Economic Balance.

(f) If the Partnership or Omega REIT shall be a party to any Transaction, other than a Transaction that constitutes an Adjustment Event, then the General Partner shall, immediately prior to the Transaction, exercise its right to cause a Forced Conversion with respect to the maximum number of LTIP Units then eligible for conversion, taking into account any allocations that occur in connection with the Transaction or that would occur in connection with the Transaction if the assets of the Partnership were sold at the Transaction price or, if applicable, at a value determined by the General Partner in good faith using the value attributed to the LP Units in the context of the Transaction (in which case the Conversion Date shall be the effective date of the Transaction). In anticipation of such Forced Conversion and the consummation of the

Transaction, the Partnership shall use commercially reasonable efforts to cause each holder of LTIP Units to be afforded the right to receive in connection with such Transaction in consideration for the LP Units into which his or her LTIP Units will be converted the same kind and amount of cash, securities or other property (or any combination thereof) receivable upon the consummation of such Transaction by a holder of the same number of LP Units, assuming such holder is not a Person with which the Partnership consolidated or into which the Partnership merged or which merged into the Partnership or to which such sale or transfer was made, as the case may be (a "**Constituent Person**"), or an affiliate of a Constituent Person. In the event that holders of LP Units have the opportunity to elect the form or type of consideration to be received upon consummation of the Transaction, prior to such Transaction the General Partner shall give prompt written notice to each holder of LTIP Units of such opportunity, and shall use commercially reasonable efforts to afford such holder the right to elect, by written notice to the General Partner, the form or type of consideration to be received upon conversion of each LTIP Unit held by such holder into LP Units in connection with such Transaction. If a holder of LTIP Units fails to make such an election, such holder (and any of its transferees) shall receive upon conversion of each LTIP Unit held by him or her (or by any of his or her transferees) the same kind and amount of consideration that a holder of LP Units would receive if such holder of LP Units failed to make such an election. Subject to the rights of the Partnership and Omega REIT under any Vesting Agreement and the relevant terms of the Equity Incentive Plan, the Partnership shall use commercially reasonable effort to cause the terms of any Transaction to be consistent with the provisions of this Section 15.9(f) and to enter into an agreement with the successor or purchasing entity, as the case may be, for the benefit of any holder of LTIP Units whose LTIP Units will not be converted into LP Units in connection with the Transaction that will (i) contain provisions enabling any holders of LTIP Units that remain outstanding after such Transaction to convert their LTIP Units into securities as comparable as reasonably possible under the circumstances to the LP Units and (ii) preserve as far as reasonably possible under the circumstances the distribution, special allocation, conversion, and other rights set forth in the Agreement for the benefit of the holders of LTIP Units.

Section 15.10. Voting. Holders of LTIP Units shall have the same voting rights as Limited Partners holding LP Units, with the holders of LTIP Units voting together as a single class with the LP Units and having one vote per LTIP Unit, and holders of LTIP Units shall not be entitled to approve, vote on or consent to any other matter.

Section 15.11. Section 83 Safe Harbor. Each Partner authorizes the General Partner to elect to apply the safe harbor (the " **Section 83 Safe Harbor**") set forth in proposed Regulations Section 1.83-3(1) and proposed IRS Revenue Procedure published in Notice 2005-43 (together, the " **Proposed Section 83 Safe Harbor Regulation**") (under which the fair market value of a Partnership Interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of the interest) if such Proposed Section 83 Safe Harbor Regulation or similar Regulations are promulgated as a final or temporary Regulations. If the General Partner determines that the Partnership should make such election, the General Partner is hereby authorized to amend this Agreement without the consent of any other Partner to provide that (i) the Partnership is authorized and directed to elect the Section 83 Safe Harbor, (ii) the Partnership and each of its Partners (including any Person to whom a Partnership Interest, including an LTIP Unit, is transferred in connection with the performance of services) will comply with all requirements of the Section 83 Safe Harbor with respect to all Partnership

Interests transferred in connection with the performance of services while such election remains in effect and (iii) the Partnership and each of its Partners will take all actions necessary, including providing the Partnership with any required information, to permit the Partnership to comply with the requirements set forth or referred to in the applicable Regulations for such election to be effective until such time (if any) as the General Partner determines, in its sole and absolute discretion, that the Partnership should terminate such election. The General Partner is further authorized to amend this Agreement to modify Article 6 to the extent the General Partner determines in its sole and absolute discretion that such modification is necessary or desirable as a result of the issuance of any applicable law, Regulations, notice or ruling relating to the tax treatment of the transfer of a Partnership Interests in connection with the performance of services. Notwithstanding anything to the contrary in this Agreement, each Partner expressly confirms that it will be legally bound by any such amendment.

ARTICLE 16
GENERAL PROVISIONS

Section 16.1. Addresses and Notice.

(a) All notices, demands or other communications required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally by Federal Express (or other similar overnight courier service), by telecopy transmission (with transmission confirmed) or by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below:

If to the Partnership or a General Partner:

Omega Healthcare Investors, Inc.
200 International Circle, Suite 3500
Hunt Valley, Maryland 21030
Attn: C. Taylor Pickett
Robert O. Stephenson
Fax: (410) 427-8820

with copies to:

Bryan Cave LLP
1201 West Peachtree Street NW
14th Floor
Atlanta, Georgia 30309
Attn: Rick Miller
Fax: (404) 420-0787

If to any Limited Partner, at the address designated for such Limited Partner in the Partnership's books and records.

(b) Any party may change such party's address or telecopy number for the giving of notice specified above by giving notice as herein provided.

(c) Any notice given by personal delivery, by Federal Express (or other similar overnight courier service), or telecopy transmission shall be deemed given, delivered, received and effective on the date of receipt (or confirmation or answer back for facsimile) of such delivery (or such other transmission at the address or telecopy number designated pursuant hereto) and any notice given by registered or certified mail shall be deemed given, delivered, received and effective on the third Business Day following the date on which it was deposited in the United States postal system.

Section 16.2. Interpretation. All Article and Section titles and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, all references herein to Articles, Sections, paragraphs, clauses and other subdivisions refer to the corresponding Articles, Sections, paragraphs, clauses and other subdivisions of this Agreement; and the words “herein,” “hereof,” “hereby,” “hereto,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph, clause or subdivision hereof. All exhibits which are referred to herein or attached hereto are hereby incorporated by reference. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” unless preceded by a negative predicate.

Section 16.3. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 16.4. Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.6. Creditors. Other than as expressly set forth herein with respect to Indemnitees, none of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.7. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon any breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

Section 16.8. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto.

Section 16.9. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of laws.

Section 16.10. Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 16.11. Limitation to Preserve REIT Status. Notwithstanding anything else in this Agreement, to the extent that the amount paid, credited, distributed or reimbursed by the Partnership to the General Partner, or its officers, directors, employees or agents, whether as a reimbursement, fee, expense or indemnity (a "**REIT Payment**"), would constitute gross income to the General Partner for purposes of Code Section 856(c)(2) or Code Section 856(c)(3), then the amount of such REIT Payments, as selected by the General Partner in its sole and absolute discretion from among items of potential distribution, reimbursement, fees, expenses and indemnities, shall be reduced for any Partnership Year so that the REIT Payments, as so reduced, for or with respect to Omega REIT, shall not exceed the lesser of:

(a) an amount equal to the excess, if any, of (i) 4.9% of the total of Omega REIT's, if any, total gross income (including the amount of any REIT Payments after application of this Section 16.11) for the Partnership Year over (ii) the amount of gross income (within the meaning of Code Section 856(c)(2)) derived by Omega REIT from sources other than those described in subsections (A) through (H) of Code Section 856(c)(2) (including the amount of any REIT Payments after application of this Section 16.11); or

(b) an amount equal to the excess, if any, of (i) 24% of the total of Omega REIT's total gross income (including the amount of any REIT Payments after application of this Section 16.11) for the Partnership Year over (ii) the amount of gross income (within the meaning of Code Section 856(c)(3)) derived by Omega REIT from sources other than those described in subsections (A) through (I) of Code Section 856(c)(3) (including the amount of any REIT Payments after application of this Section 16.11); *provided, however*, that REIT Payments in excess of the amounts set forth in paragraphs (a) and (b) above may be made if Omega REIT, as a condition precedent, obtains an opinion of tax counsel that the receipt of such excess amounts shall not adversely affect Omega REIT's ability to qualify as a REIT. To the extent that REIT Payments may not be made in a Partnership Year as a consequence of the limitations set forth in this Section 16.11, such REIT Payments shall carry over and shall be treated as arising in the following Partnership Year. The purpose of the limitations contained in this Section 16.11 is to prevent Omega REIT from failing to qualify as a REIT under the Code by reason of Omega REIT's share of items, including distributions, reimbursements, fees, expenses or indemnities, receivable directly or indirectly from the Partnership, and this Section 16.11 shall be interpreted and applied to effectuate such purpose.

Section 16.12. No Rights as Stockholders of Omega REIT. Nothing contained in this Agreement shall be construed as conferring upon the holders of Units any rights whatsoever as stockholders of Omega REIT, including any right to receive dividends or other distributions made to stockholders of Omega REIT or to vote or to consent or receive notice as stockholders in respect of any meeting of the stockholders of Omega REIT.

Section 16.13. No Third Party Beneficiaries. The provisions of this Agreement are solely for the purpose of defining the interests of the Partners, inter se, and no other Person (*i.e.*, a Person who is not a signatory hereto or a permitted successor to such signatory hereto), other than as expressly set forth herein with respect to Indemnitees, shall have any right, power, title or interest by way of subrogation or otherwise, in and to the rights, powers, title and provisions of this Agreement. No creditor or other third party having dealings with the Partnership (other than as expressly set forth herein with respect to Indemnitees) shall have the right to enforce the right or obligation of any Partner to make Capital Contributions or loans to the Partnership or to pursue any other right or remedy hereunder or at law or in equity. None of the rights or obligations of the Partners herein set forth to make Capital Contributions or loans to the Partnership shall be deemed an asset of the Partnership for any purpose by any creditor or other third party, nor may any such rights or obligations be sold, transferred or assigned by the Partnership or pledged or encumbered by the Partnership to secure any debt or other obligation of the Partnership or any of the Partners.

Section 16.14. Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire understanding and agreement among the Partners with respect to the subject matter hereof and supersedes any other prior written or oral understandings or agreements among them with respect thereto.

[Remainder of page intentionally blank; signature page follows.]

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

GENERAL PARTNERS:

Omega Healthcare Investors, Inc.

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

OHI Healthcare Properties Holdco, Inc.

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

LIMITED PARTNERS:

Omega Healthcare Investors, Inc.

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

Aviv Healthcare Properties Limited Partnership

By: OHI Healthcare Properties Holdco, Inc.,
its general partner

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

Exhibit A

Holders and Units

Holder	Status				Units			Capital Contribution	Interest %
	General Partner	Limited Partner	LTIP Unit Holder	Assignee	GP Units	LP Units	LTIP Units		
1. Omega Healthcare Investors, Inc.	X	X			1	138,751,944			
2. OHI Healthcare Properties Holdco, Inc.	X*				1				
3. Aviv Healthcare Properties Limited Partnership		X				52,908,348			
Totals	**2**	**2**	**-**	**-**	**2**	191,660,292	**-**		**100%**

*Principal General Partner

Exhibit B

Form of Notice of Redemption

[Date]

Omega Healthcare Investors, Inc.
200 International Circle
Suite 3500
Hunt Valley, MD 21030
Attention: Chief Financial Officer

Ladies and Gentlemen:

The undersigned, being a Limited Partner of OHI Healthcare Properties Limited Partnership, a Delaware limited partnership (the " **Partnership**"), hereby tenders for Redemption, as defined in and in accordance with the terms of the Second Amended and Restated Agreement of Limited Partnership of the Partnership, as amended to date (the "**Agreement**"), the number of Units in the Partnership set forth below. Terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. The undersigned:

a) undertakes to surrender such Units at the closing of the Redemption on the Specified Redemption Date;

b) directs that the certified check representing the Cash Amount, or the REIT Shares Amount, as applicable, deliverable upon the closing of such Redemption be delivered to the address specified below, and if REIT Shares are to be delivered, such REIT Shares be registered or placed in the name(s) and at the address(es) specified below;

c) represents, warrants and certifies that:

i. the undersigned has, and at the closing of the Redemption will have, good, marketable and unencumbered title to such Units, free and clear of all liens, claims and encumbrances whatsoever,

ii. the undersigned has, and at the closing of the Redemption will have, the full right, power and authority to tender and surrender such Units as provided herein, and

iii. the undersigned has obtained the consent or approval of all persons and entities, if any, having the right to consent to or approve such tender and surrender;

d) acknowledges that the undersigned will continue to own such Units until the Redemption transaction closes; and

e) agrees that, if any state or local property tax is payable as a result of the Redemption, the undersigned shall assume and pay such transfer tax.

Name of Limited Partner: _____
(Please Print Name as Registered with Partnership)

Number of Units Tendered for Redemption: _____

Date of this Notice: _____

Signature of Limited Partner: _____

Address of Limited Partner: _____
(Street Address)

_____
(City) (State) (Zip Code)

Issue Check Payable to: _____

Issue REIT Shares in the name of: _____

Exhibit C

Form of Conversion Notice

NOTICE OF ELECTION BY PARTNER TO CONVERT VESTED LTIP UNITS INTO PARTNERSHIP LP UNITS

The undersigned Holder of Vested LTIP Units hereby irrevocably (i) elects to convert the number of Vested LTIP Units in OHI Healthcare Properties Limited Partnership (the "**Partnership**") set forth below into [LP Units] in accordance with the terms of the Second Amended and Restated Agreement of Limited Partnership of the Partnership, as amended to date; and (ii) directs that any cash in lieu of [LP Units] that may be deliverable upon such conversion to be deliverable upon such conversion be delivered to the address specified below. The undersigned hereby represents, warrants, and certifies that the undersigned (a) has title to such Vested LTIP Units, free and clear of the rights or interests of any other person or entity other than the Partnership; (b) has the full right, power, and authority to cause the conversion of such Vested LTIP Units as provided herein; and (c) has obtained the consent or approval of all persons or entities, if any, having the right to consent or approve such conversion.

Name of Holder: _____

(Please Print Name as Registered with Partnership)

Number of Vested LTIP Units to be Converted: _____

Date of this Notice: _____

Signature of Holder: _____

Signature Medallion Guaranteed by:

Address of Holder: _____

(Street Address)

_____

(City) (State) (Zip Code)

Issue Check Payable to: _____

Social security number of Holder: _____

Exhibit D

Form of Forced Conversion Notice

NOTICE OF ELECTION BY PARTNERSHIP TO FORCE CONVERSION OF VESTED LTIP UNITS INTO PARTNERSHIP LP UNITS

OHI Healthcare Properties Limited Partnership (the "**Partnership**") hereby irrevocably elects to cause the number of Vested LTIP Units held by the Holder set forth below to be converted into **[LP Units]** as defined in and in accordance with the terms of the Amended and Restated Agreement of Limited Partnership of the Partnership, as amended to date.

Name of Holder: _____

(Please Print Name as Registered with Partnership)

Number of LTIP Units to be Converted: _____

Date of this Notice: _____

Second Amended and Restated Agreement of Limited Partnership
OHI Healthcare Properties Limited Partnership

Exhibit 10.12

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment") dated as of April 1, 2015 is by and among **OMEGA HEALTHCARE INVESTORS, INC.**, a Maryland corporation (the "Borrower"), certain subsidiaries of the Borrower identified herein, as Guarantors, the lenders identified on the signature pages hereto as Existing Lenders (the "Existing Lenders"), the Persons identified on the signature pages hereto as New Lenders (individually a " New Lender" and collectively, the "New Lenders", and, together with the Existing Lenders, the " Lenders") and **BANK OF AMERICA, N.A.**, as Administrative Agent.

W I T N E S S E T H

WHEREAS, the Borrower, the Guarantors, the Existing Lenders and the Administrative Agent have entered into that certain Credit Agreement dated as of June 27, 2014 as amended, supplemented or otherwise modified prior to the date hereof (the "Existing Credit Agreement");

WHEREAS, the Borrower has elected to exercise its right to increase the Aggregate Revolving Commitments and to add a tranche of term loans pursuant to Section 2.01(e) of the Existing Credit Agreement, and certain of the Existing Lenders and the New Lenders have agreed to provide such Incremental Facilities;

WHEREAS, the Borrower, the Guarantors, certain of the Existing Lenders and the Administrative Agent have agreed to amend the Existing Credit Agreement as set forth herein;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 1
DEFINITIONS

SUBPART 1.1 Certain Definitions. The following terms used in this Amendment, including its preamble and recitals, have the following meanings:

"Amended Credit Agreement" means the Existing Credit Agreement as amended hereby.

"First Amendment Effective Date" is defined in Subpart 3.1.

SUBPART 1.2 Other Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided in the Existing Credit Agreement.

PART 2
AMENDMENTS TO
EXISTING CREDIT AGREEMENT

SUBPART 2.1 Effective on (and subject to the occurrence of) the First Amendment Effective Date, the Existing Credit Agreement (excluding the exhibits and schedules thereto) is hereby amended

and restated in its entirety as set forth in Exhibit A attached hereto. Except as so amended, the Existing Credit Agreement shall continue in full force and effect.

SUBPART 2.2 Schedule 2.01 of the Existing Credit Agreement is hereby deleted in its entirety and replaced with Schedule 2.01 attached to this Amendment.

PART 3
CONDITIONS TO EFFECTIVENESS

SUBPART 3.1 First Amendment Effective Date. This Amendment shall be and become effective as of the date hereof (the " First Amendment Effective Date") when all of the conditions set forth in this Part 3 shall have been satisfied, and thereafter this Amendment shall be known, and may be referred to, as the "First Amendment".

SUBPART 3.2 Execution of Counterparts of Amendment. The Administrative Agent shall have received counterparts (or other evidence of execution, including telephonic message or other electronic imaging means, satisfactory to the Administrative Agent) of this Amendment, which collectively shall have been duly executed on behalf of the Borrower, the Guarantors, Existing Lenders constituting Required Lenders (as defined in the Existing Credit Agreement), each of the New Lenders and the Administrative Agent.

SUBPART 3.3 Notes. The Administrative Agent shall have received a Note executed by the Borrower in favor of each Lender requesting a Note.

SUBPART 3.4 Resolutions. The Administrative Agent shall have received a certificate of each Credit Party dated as of the First Amendment Effective Date signed by a Responsible Officer of such Credit Party certifying and attaching resolutions adopted by the board of directors or equivalent governing body of such Credit Party approving the Incremental Facilities.

SUBPART 3.5 Opinions of Counsel. The Administrative Agent shall have received, in each case dated as of the First Amendment Effective Date and in form and substance reasonably satisfactory to the Administrative Agent a legal opinion of (i) Kaye Scholer LLP, special New York and Delaware counsel for the Credit Parties and (ii) special local counsel for the Credit Parties for the states of Maryland and Ohio, in each case addressed to the Administrative Agent, its counsel and the Lenders.

SUBPART 3.6 Officer's Certificates. The Administrative Agent shall have received a certificate or certificates executed by a Responsible Officer of the Borrower as of the First Amendment Effective Date, in a form satisfactory to the Administrative Agent, stating that immediately prior to and following the transactions contemplated herein, (i) all representations and warranties contained in the Existing Credit Agreement or any other Credit Document, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent that such representations and warranties specifically relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, (ii) no Default or Event of Default exists, and (iii) the Borrower is in compliance with the financial covenants set forth in Section 6.12 of the Existing Credit Agreement on a pro forma basis after giving effect to the incurrence of the Incremental Facilities on the First Amendment Effective Date.

SUBPART 3.7 Acquisition of Aviv REIT, Inc. The acquisition of Aviv REIT, Inc. by the Borrower shall have been, or shall be simultaneously with the incurrence of the Incremental Facilities, completed to the satisfaction of the Administrative Agent.

SUBPART 3.8 Fees and Expenses. Payment by the Credit Parties to the Administrative Agent of all fees and expenses relating to the preparation, execution and delivery of this Amendment which are due and payable on the First Amendment Effective Date, including, without limitation, payment to the Administrative Agent of the fees set forth in the Engagement Letter.

PART 4
LENDER JOINDER

From and after the First Amendment Effective Date, by execution of this Amendment, each New Lender hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such Person will be deemed to be a party to the Existing Credit Agreement (as amended hereby) and an "Acquisition Term Loan Lender" and a "Lender" for all purposes of the Existing Credit Agreement (as amended hereby), and shall have all of the rights and obligations of a Lender thereunder as if it had executed the Existing Credit Agreement (as amended hereby). Such Person hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to the Lenders contained in the Existing Credit Agreement (as amended hereby).

PART 5
REVOLVING COMMITMENTS/REVOLVING LOAN
ASSIGNMENTS AND ASSUMPTIONS

Each Existing Lender which is a Revolving Lender hereby sells and assigns, without recourse, to the other Lenders which are Revolving Lenders and to each New Lender with a Revolving Commitment (as set forth on Schedule 2.01), and each Revolving Lender and New Lender with a Revolving Commitment hereby purchases and assumes, without recourse, from each such Existing Lender, effective as of the First Amendment Effective Date, such interests in such Existing Lender's rights and obligations under the Existing Credit Agreement (including, without limitation, the Revolving Commitment of and Revolving Loans owed to such Existing Lender on the First Amendment Effective Date owing to each such Existing Lender which are outstanding on the First Amendment Effective Date) as shall be necessary in order to give effect to the reallocations of the Revolving Commitments and Revolving Commitment Percentages effected by the amendment to Schedule 2.01 to the Existing Credit Agreement pursuant to Subpart 2.2 hereof. The Borrower shall pay an amount required pursuant to Section 3.05 of the Existing Credit Agreement as a result of any prepayment of Revolving Loans as a result of the foregoing sale and assignment.

PART 6
MISCELLANEOUS

SUBPART 6.1 Construction. This Amendment is a Credit Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with the terms and provisions of the Amended Credit Agreement.

SUBPART 6.2 Representations and Warranties. The Borrower hereby represents and warrants that it: (a) has the requisite corporate power and authority to execute, deliver and perform this Amendment, and (b) is duly authorized to, and has been authorized by all necessary corporate action, to execute, deliver and perform this Amendment, (c) after giving effect to this Amendment, the representations and warranties contained in Article V of the Amended Credit Agreement are true and correct in all material respects on and as of the date hereof upon giving effect to this Amendment as though made on and as of such date (except for those which expressly relate to an earlier date) and (d) no Default or Event of Default exists under the Existing Credit Agreement on and as of the date hereof upon giving effect to this Amendment.

SUBPART 6.3 Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed original counterpart of this Amendment.

SUBPART 6.4 Binding Effect. This Amendment, the Amended Credit Agreement and the other Credit Documents embody the entire agreement between the parties and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. These Credit Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. Except as expressly modified and amended in this Amendment, all the terms, provisions and conditions of the Credit Documents shall remain unchanged and shall continue in full force and effect.

SUBPART 6.5 GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SUBPART 6.6 Severability. If any provision of this Amendment is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SUBPART 6.7 Affirmation. Except as specifically amended above, the Credit Documents (and all covenants, terms, conditions and agreements therein), shall remain in full force and effect, and are hereby ratified and confirmed in all respects by the Borrower. The Borrower covenants and agrees to comply with all of the terms, covenants and conditions of the Existing Credit Agreement, as otherwise waived, consented to and amended hereby, notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Lenders' part which might otherwise constitute or be construed as a waiver of or amendment to such terms, covenants and conditions.

SUBPART 6.8 No Waiver. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of Lenders, nor constitute a waiver of any provision of any Credit Document or any other documents, instruments and agreements executed or delivered in connection with any of the foregoing. Except as otherwise provided for in this Amendment, nothing herein is intended or shall be construed as a waiver of any existing Defaults or Events of Default under the Credit Documents or any of Lenders' rights and remedies in respect of such Defaults or Events of Default.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this First Amendment to Credit Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

OMEGA HEALTHCARE INVESTORS, INC.

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

GUARANTORS:

OHI ASSET (LA), LLC

By: OHI Healthcare Properties Limited Partnership,
a Member of such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited
partnership

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

By: Omega TRS I, Inc.,
a Member of such company

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

OHI ASSET, LLC
OHI ASSET (ID), LLC
OHI ASSET (CA), LLC
DELTA INVESTORS I, LLC
DELTA INVESTORS II, LLC
OHI ASSET (CO), LLC
COLONIAL GARDENS, LLC
WILCARE, LLC
NRS VENTURES, L.L.C.
OHI ASSET (CT) LENDER, LLC
OHI ASSET (FL), LLC
OHI ASSET (IL), LLC
OHI ASSET (MO), LLC
OHI ASSET (OH), LLC
OHI ASSET (OH) LENDER, LLC
OHI ASSET (PA), LLC
OHI ASSET II (CA), LLC
OHI ASSET II (FL), LLC
OHI ASSET CSE-E, LLC
OHI ASSET CSE-U, LLC
OHI ASSET CSB LLC
OHI ASSET (MI), LLC
OHI ASSET (FL) LENDER, LLC
OHI ASSET HUD WO, LLC
OHI ASSET (MD), LLC
OHI ASSET (TX), LLC
OHI ASSET (IN) WABASH, LLC
OHI ASSET (IN) WESTFIELD, LLC
OHI ASSET (IN) GREENSBURG, LLC
OHI ASSET (IN) INDIANAPOLIS, LLC
OHI ASSET HUD SF, 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) 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) KOKOMO, LLC
OHI ASSET (IN) LAFAYETTE, LLC
OHI ASSET (IN) MONTICELLO, LLC
OHI ASSET (IN) NOBLESVILLE, LLC
OHI ASSET (IN) ROSEWALK, LLC
OHI ASSET (IN) SPRING MILL, LLC

OHI ASSET (IN) TERRE HAUTE, LLC
OHI ASSET (IN) ZIONSVILLE, LLC
OHI ASSET HUD CFG, LLC
OHI ASSET HUD SF CA, LLC
OHI ASSET (TX) HONDO, LLC
OHI ASSET (MI) HEATHER HILLS, LLC
OHI ASSET (IN) CROWN POINT, LLC
OHI ASSET (IN) MADISON, LLC
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 RO, LLC
OHI ASSET (FL) LAKE PLACID, LLC
OHI ASSET HUD DELTA, LLC
OHI ASSET (IN) CLINTON, LLC
OHI ASSET (IN) JASPER, LLC
OHI ASSET (IN) SALEM, LLC
OHI ASSET (IN) SEYMOUR, LLC
OHI ASSET (WV) DANVILLE, LLC
OHI ASSET (WV) IVYDALE, LLC
OHI MEZZ LENDER, LLC
OHI ASSET (TN) JEFFERSON CITY, LLC
OHI ASSET (TN) ROGERSVILLE, LLC
OHI ASSET CHG ALF, LLC
BAYSIDE STREET, LLC
BAYSIDE STREET II, LLC
OHI (IOWA), LLC
OHI (INDIANA), LLC
OHI (ILLINOIS), LLC
OHIMA, LLC
STERLING ACQUISITION, LLC
OHI (CONNECTICUT), LLC
FLORIDA LESSOR – MEADOWVIEW, LLC
WASHINGTON LESSOR – SILVERDALE, LLC
GEORGIA LESSOR – BONTERRA/PARKVIEW, LLC
ARIZONA LESSOR – INFINIA, LLC
COLORADO LESSOR – CONIFER, LLC
TEXAS LESSOR – STONEGATE GP, LLC
TEXAS LESSOR – STONEGATE LIMITED, LLC

INDIANA LESSOR – WELLINGTON MANOR, LLC
OHI ASSET (FL) LUTZ, LLC

By: OHI Healthcare Properties Limited Partnership,
the Sole Member of each such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

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

3806 CLAYTON ROAD, LLC
245 EAST WILSHIRE AVENUE, LLC
13922 CERISE AVENUE, LLC
637 EAST ROMIE LANE, LLC
523 HAYES LANE, LLC
GOLDEN HILL REAL ESTATE COMPANY, LLC
11900 EAST ARTESIA BOULEVARD, LLC
2400 PARKSIDE DRIVE, LLC
1628 B STREET, LLC

By: OHI Asset HUD SF CA, LLC,
the Sole Member of each such company

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

ENCANTO SENIOR CARE, LLC
OHI ASSET (AZ) AUSTIN HOUSE, LLC

By: OHI Asset HUD SF, LLC,
the Sole Member of each such Company

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

CFG 2115 WOODSTOCK PLACE, LLC
1200 ELY STREET HOLDINGS CO. LLC
42235 COUNTY ROAD HOLDINGS CO. LLC
2425 TELLER AVENUE, LLC
48 HIGH POINT ROAD, LLC

By: OHI ASSET HUD CFG, LLC,
the Sole Member of each of the companies

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

TEXAS LESSOR - STONEGATE, LP

By: Texas Lessor – Stonegate GP, LLC,
Its General Partner

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

PV REALTY – WILLOW TREE, LLC

By: OHI Asset HUD WO, LLC,
the Sole Member of such company

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

PAVILLION NURSING CENTER NORTH, LLC
PAVILLION NORTH PARTNERS, LLC
THE SUBURBAN PAVILION, LLC

By: OHI Asset (OH), LLC,
the Sole Member of each such company

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

OHI ASSET IV (PA) SILVER LAKE, LP

By: OHI Asset CSE-U Subsidiary, LLC,
Its General Partner

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

CSE PENNSYLVANIA HOLDINGS, LP
CSE CENTENNIAL VILLAGE, LP

By: OHI Asset CSE-E Subsidiary, LLC,
Its General Partner

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

CSE DENVER ILIFF LLC
CSE FAIRHAVEN LLC
CSE MARIANNA HOLDINGS LLC
CSE TEXARKANA LLC
CSE WEST POINT LLC
CSE WHITEHOUSE LLC
CARNEGIE GARDENS LLC
FLORIDA REAL ESTATE COMPANY, LLC
GREENBOUGH, LLC
LAD I REAL ESTATE COMPANY, LLC
PANAMA CITY NURSING CENTER LLC
SKYLER MAITLAND LLC
SUWANEE, LLC
OHI ASSET CSE-U SUBSIDIARY, LLC
OHI TENNESSEE, LLC

By: OHI Asset CSE-U, LLC,
the Sole Member of each of the companies

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

CSE BLOUNTVILLE LLC
CSE BOLIVAR LLC
CSE CAMDEN LLC
CSE HUNTINGDON LLC
CSE JEFFERSON CITY LLC
CSE MEMPHIS LLC
CSE RIPLEY LLC

By: OHI Tennessee, LLC,
the Sole Member of each of the companies

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

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
OHI ASSET CSE-E SUBSIDIARY, LLC

By: OHI Asset CSE-E, LLC,
the Sole Member of each of the companies

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

PAVILLION NORTH, LLP

By: Pavillion Nursing Center North, LLC,
its General Partner

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

OHI ASSET (PA), LP
OHI ASSET II (PA), LP
OHI ASSET III (PA), LP

By: OHI Asset (OH), LLC,
the General Partner of each limited partnership

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

CSE CASABLANCA HOLDINGS LLC

By: OHI Asset CSB LLC,
the Sole Member of such company

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

CSE CASABLANCA HOLDINGS II LLC

By: CSE Casablanca Holdings LLC,
the Sole Member of such company

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

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

By: CSE Casablanca Holdings II LLC,
the Sole Member of each of the companies

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

CSE LEXINGTON PARK LLC

By: CSE Lexington Park Realty LLC,
the Sole Member of such company

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

CSE CAMBRIDGE LLC

By: CSE Cambridge Realty LLC,
the Sole Member of such company

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

CSE ELKTON LLC

By: CSE Elkton Realty LLC,
the Sole Member of such company

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

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.

By: CSE North Carolina Holdings I LLC,
the General Partner of each limited partnership

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

OMEGA TRS I, INC.
OHI HEALTHCARE PROPERTIES HOLDCO, INC.

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

CSE PINE VIEW LLC
DIXIE WHITE HOUSE NURSING HOME, LLC
OCEAN SPRINGS NURSING HOME, LLC
PENSACOLA REAL ESTATE HOLDINGS I, LLC
PENSACOLA REAL ESTATE HOLDINGS II, LLC
PENSACOLA REAL ESTATE HOLDINGS III, LLC
PENSACOLA REAL ESTATE HOLDINGS IV, LLC
PENSACOLA REAL ESTATE HOLDINGS V, LLC
SKYLER BOYINGTON, LLC
SKYLER FLORIDA, LLC
SKYLER PENSACOLA, LLC

By: OHI Asset HUD Delta, LLC,
the Sole Member of each such company

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

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
OHI ASSET RO PMM SERVICES, LLC
OHI ASSET (GA) MACON, LLC
OHI ASSET (SC) GREENVILLE, LLC
OHI ASSET (SC) ORANGEBURG, LLC

By: OHI Asset RO, LLC,
the Sole Member of each such company

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

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

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

OHI ASSET MANAGEMENT, LLC

By: OHI Healthcare Properties Limited Partnership,
a Member of such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

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

By: Omega TRS I, Inc.,
a member of such company

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

OHI ASSET (OR) TROUTDALE, LLC
OHI ASSET (PA) GP, LLC
HOT SPRINGS ATRIUM OWNER, LLC
HOT SPRINGS COTTAGES OWNER, LLC
HOT SPRINGS MARINA OWNER, LLC

By: OHI Asset CHG ALF, LLC,
the Sole Member of such company

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

OHI ASSET (PA) WEST MIFFLIN, LP
BALA CYNWYD REAL ESTATE, LP

By: OHI Asset (PA) GP, LLC,
the General Partner of each limited partnerships

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

BAYSIDE COLORADO HEALTHCARE ASSSOCIATES, LLC

By: Bayside Street, LLC,
the Sole Member of such company

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

CANTON HEALTH CARE LAND, LLC
DIXON HEALTH CARE CENTER, LLC
HUTTON I LAND, LLC
HUTTON II LAND, LLC
HUTTON III LAND, LLC
LEATHERMAN PARTNERSHIP 89-1, LLC
LEATHERMAN PARTNERSHIP 89-2, LLC
LEATHERMAN 90-1, LLC
MERIDIAN ARMS LAND, LLC
ORANGE VILLAGE CARE CENTER, LLC
ST. MARY'S PROPERTIES, LLC

By: Bayside Street II, LLC,
the Sole Member of such company

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

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Yinghua Zhang
Name: Yinghua Zhang
Title: Director

EXISTING LENDERS:

BANK OF AMERICA, N.A., as L/C Issuer, Swing Line Lender and as a Lender

By: /s/ Yinghua Zhang
Name: Yinghua Zhang
Title: Director

CREDIT AGRICOLE COPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Amy Trapp
Name: Amy Trapp
Title: Managing Director

By: /s/ John Bosco
Name: John Bosco
Title: Director

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Brendan M. Poe
Name: Brendan M. Poe
Title: Executive Director

CITIZENS BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Brad Bindas
Name: Brad Bindas
Title: Senior Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
as a Lender

By: /s/ Scott O. Connell
Name: Scott O. Connell
Title: Director

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Scott Rossbach
Name: Scott Rossbach
Title: Director

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Brian Gross
Name: Brian Gross
Title: Authorized Signatory

SUNTRUST BANK,
as a Lender

By: /s/ Joshua Turner
Name: Joshua Turner
Title: Vice President

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Glenn A. Page
Name: Glenn A. Page
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: _____
Name: _____
Title: _____

STIFEL BANK & TRUST,
as a Lender

By: _____
Name: _____
Title: _____

SYNOVUS BANK,
as a Lender

By: /s/ Conner Parsons
Name: Conner Parsons
Title: Associate

BANK OF TAIWAN, A REPUBLIC OF CHINA BANK ACTING THROUGH ITS LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

MEGA INTERNATIONAL COMMERCIAL
BANK CO., LTD. NEW YORK BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

LAND BANK OF TAIWAN LOS ANGELES BRANCH,
as a Lender

By: /s/ Henry C.R. Leu
Name: Henry C.R. Leu
Title: SVP & General Manager

TAIWAN BUSINESS BANK, LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

TAIWAN COOPERATIVE BANK, LTD.,
SEATTLE BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

FIRST COMMERCIAL BANK, LTD., A
REPUBLIC OF CHINA BANK ACTING
THROUGH ITS LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

E. SUN COMMERCIAL BANK, LIMITED, LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

HUA NAN COMMERCIAL BANK LTD.,
LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

NEW LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a New Lender

By: /s/ Darin Mulliss
Name: Darin Mulliss
Title: Director

COMPASS BANK,
as a New Lender

By: /s/ Dan Killian
Name: Dan Killian
Title: Senior Vice President

REGIONS BANK,
as a New Lender

By: /s/ Steven W. Mitchell
Name: Steven W. Mitchell
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK,
as a New Lender

By: /s/ Michael Shiferaw
Name: Michael Shiferaw
Title: Vice President

Exhibit A

AMENDED CREDIT AGREEMENT

Schedule 2.01

LENDERS AND COMMITMENTS

Exhibit A
to
First Amendment to Credit Agreement

Published CUSIP Number: 68209GAH3

CREDIT AGREEMENT

Dated as of June 27, 2014

among

OMEGA HEALTHCARE INVESTORS, INC.,
as Borrower

CERTAIN SUBSIDIARIES OF THE BORROWER

REFERRED TO HEREIN AS GUARANTORS,

THE LENDERS PARTY HERETO,

BANK OF AMERICA, N.A.,
as Administrative Agent, Swing Line Lender and L/C Issuer,

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

and

J.P.MORGAN CHASE BANK, N.A.,

and

CITIZENS BANK, NATIONAL ASSOCIATION,

as Co-Syndication Agents,

and

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as Joint Lead Arranger and Sole Book Runner

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

and

J.P. MORGAN SECURITIES LLC,

and

CITIZENS BANK, NATIONAL ASSOCIATION,

as Joint Lead Arrangers

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A Form of Loan Notice
B Form of Revolving Note
C Form of Term Note
D Form of Compliance Certificate
E Form of Assignment and Assumption
F Form of Subsidiary Guarantor Joinder Agreement
G Form of Lender Joinder Agreement

CREDIT AGREEMENT

This **CREDIT AGREEMENT** (as amended, modified, restated or supplemented from time to time, this " Credit Agreement" or this "Agreement") is entered into as of June 27, 2014 by and among OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation (the "Borrower") certain subsidiaries of the Borrower identified herein, as Guarantors, the Lenders (as defined herein), and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (each, as defined herein).

WHEREAS, the Borrower has requested that the Revolving Lenders hereunder provide a four-year revolving credit facility in an amount of $1,250,000,000 (the "Revolving Credit Facility"), the Closing Date Term Loan Lenders hereunder provide a term loan facility in the amount of $200,000,000 (the "Closing Date Term Loan Facility") and the Acquisition Term Loan Lenders hereunder provide a term loan facility in the amount of $200,000,000 (the "Acquisition Term Loan Facility" and together with the Revolving Credit Facility and the Closing Date Term Loan Facility, the " Credit Facilities"), which Credit Facilities may be increased to an aggregate amount of $1,900,000,000;

WHEREAS, to provide assurance for the repayment of the Loans hereunder and the other Obligations of the Credit Parties, the Borrower will, among other things, provide or cause to be provided to the Administrative Agent, for the benefit of the holders of the Obligations so guaranteed, a guaranty of the Obligations by each of the Guarantors pursuant to Article XI hereof;

WHEREAS, subject to the terms and conditions set forth herein, the Administrative Agent is willing to act as administrative agent for the Lenders, the L/C Issuer is willing to issue Letters of Credit as provided herein, the Swing Line Lender is willing to make Swing Line Loans as provided herein, and each of the Revolving Lenders is willing to make Revolving Loans and to participate in Letters of Credit as provided herein in an aggregate amount at any one time outstanding not in excess of such Revolving Lender's Revolving Commitment hereunder, each of the Closing Date Term Loan Lenders is willing to make Closing Date Term Loans as provided herein in an aggregate amount at any one time outstanding not in excess of such Closing Date Term Loan Lender's Closing Date Term Loan Commitment hereunder and each of the Acquisition Term Loan Lenders is willing to make Acquisition Term Loans as provided herein in an aggregate amount at any one time outstanding not in excess of such Acquisition Term Loan Lender's Acquisition Term Loan Commitment hereunder.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms.

As used in this Credit Agreement, the following terms have the meanings set forth below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acquisition" with respect to any Person, means the purchase or acquisition by such Person of any Capital Stock in or any asset of another Person, whether or not involving a merger or consolidation with such other Person.

"Acquisition Leverage Ratio Notice" means a written notice from the Borrower to the Administrative Agent (a) delivered not later than twenty (20) days following the last day of the initial fiscal quarter in which the Borrower seeks to invoke an adjustment to the Consolidated Leverage Ratio and/or the Consolidated Unencumbered Leverage Ratio and (b) which describes the Significant Acquisition which formed the basis for such request (including without limitation, a pro forma calculation of the Consolidated Leverage Ratio and/or the Consolidated Unencumbered Leverage Ratio, as applicable, immediately prior to and after giving effect to such Significant Acquisition) and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

"Acquisition Term Loan" has the meaning provided in Section 2.01(d)(ii).

"Acquisition Term Loan Commitment" means, with respect to each Acquisition Term Loan Lender, the commitment of such Acquisition Term Loan Lender to make its portion of the Acquisition Term Loan to the Borrower pursuant to Section 2.01(d)(ii), in the principal amount set forth opposite such Acquisition Term Loan Lender's name on Schedule 2.01; provided that, at any time after funding of an Acquisition Term Loan, the determinations "Required Lender" shall also be based on the outstanding principal amount of the such Acquisition Term Loan. The aggregate principal amount of the Acquisition Term Loan Commitments of all of the Acquisition Term Loan Lenders as in effect on the First Amendment Effective Date is Two Hundred Million Dollars ($200,000,000).

"Acquisition Term Loan Commitment Percentage" means, at any time, for each Acquisition Term Loan Lender, the percentage of the Acquisition Term Loan (or aggregate Acquisition Term Loan Commitment, prior to the termination thereof) held by such Acquisition Term Loan Lender to the aggregate Acquisition Term Loan (or Acquisition Term Loan Commitments) held by all Acquisition Term Loan Lenders, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 10.07. The Acquisition Term Loan Commitment Percentages as in effect on the First Amendment Effective Date are set forth on Schedule 2.01.

"Acquisition Term Loan Extension Request Date" has the meaning provided in Section 2.17(a).

"Acquisition Term Loan Lenders" means a collective reference to the Lenders holding Acquisition Term Loans.

"Acquisition Term Loan Maturity Date" means the later to occur of (a) June 27, 2017 and (b) if maturity is extended pursuant to Section 2.17, such extended maturity date as determined pursuant to such section.

"Adjusted Consolidated Funded Debt" means, as of any date of determination, the sum of (a) all Consolidated Funded Debt plus (b) the Consolidated Parties' pro rata share of Funded Debt attributable to interest in Unconsolidated Affiliates.

"Administrative Agent" means Bank of America in its capacity as administrative agent for the Lenders under any of the Credit Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent-Related Persons" means the Administrative Agent, together with its Affiliates (including, in the case of Bank of America in its capacity as the Administrative Agent, the Arranger), and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Aggregate Revolving Commitments" means the Revolving Commitments of all the Revolving Lenders.

"Aggregate Revolving Committed Amount" has the meaning provided in Section 2.01(a), as increased from time to time pursuant to Section 2.01(e).

"Agreement" has the meaning provided in the introductory paragraph hereof.

"Applicable Maturity Date" means (a) with respect to the Revolving Loans, the Swing Line Loans and Letters of Credit, the Revolving Loan Maturity Date; (b) with respect to the Closing Date Term Loan, the Closing Date Term Loan Maturity Date; and (c) with respect to the Acquisition Term Loan, the Acquisition Term Loan Maturity Date.

"Applicable Percentage" means with respect to any Lender at any time, (a) with respect to such Lender's Revolving Commitment at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Lender's Revolving Commitment at such time, subject to adjustment as provided in Section 2.15; provided that if the commitment of each Lender to make Revolving Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Revolving Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments, (b) with respect to such Lender's portion of any outstanding Closing Date Term Loan at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of such Closing Date Term Loan held by such Lender at such time subject to adjustment as provided in Section 2.15, (c) with respect to

such Lender's portion of any outstanding Acquisition Term Loan at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of such Acquisition Term Loan held by such Lender at such time subject to adjustment as provided in Section 2.15, (d) with respect to such Lender's Closing Date Term Loan Commitment at any time, the percentage (carried out to the ninth decimal place) of the aggregate Closing Date Term Loan Commitments of all Lenders represented by such Lender's Closing Date Term Loan Commitment at such time, subject to adjustment as provided in Section 2.15 and (e) with respect to such Lender's Acquisition Term Loan Commitment at any time, the percentage (carried out to the ninth decimal place) of the aggregate Acquisition Term Loan Commitments of all Lenders represented by such Lender's Acquisition Term Loan Commitment at such time, subject to adjustment as provided in Section 2.15. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto or in any documentation executed by such Lender pursuant to Section 2.01(e), as applicable.

"Applicable Rate" means, for any applicable period, the appropriate applicable percentage corresponding to the following percentages per annum, based upon the Debt Ratings at each Pricing Level as set forth below:

		Applicable Rate					
		Revolving Loans		Term Loan			
Pricing Level	Debt Rating	Eurodollar Loans	Base Rate Loans	Eurodollar Loans	Base Rate Loans	Letter of Credit Fee	Facility Fee
1	≥ A-/A3	0.925%	0.00%	1.00%	0.00%	0.925%	0.125%
2	BBB+/Baa1	1.00%	0.00%	1.10%	0.10%	1.00%	0.15%
3	BBB/Baa2	1.10%	0.10%	1.25%	0.25%	1.10%	0.20%
4	BBB-/Baa3	1.30%	0.30%	1.50%	0.50%	1.30%	0.25%
5	<BBB-/Baa3	1.70%	0.70%	1.95%	0.95%	1.70%	0.30%

Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective, in the case of an upgrade, during the period commencing on the date of delivery by the Borrower to the Administrative Agent of notice thereof and ending on the day immediately preceding the effective date of the next such change and, in the case of a downgrade, during the period commencing on the date of the public announcement thereof and ending on the day immediately preceding the effective date of the next such change. If at any time the Borrower or Omega LP has only two (2) Debt Ratings, and such Debt Ratings are split, then: (A) if the difference between such Debt Ratings is one ratings category (e.g. Baa2 by Moody's and BBB- by S&P or Fitch), the Applicable Rate shall be the rate per annum that would be applicable if the higher of the Debt Ratings were used; and (B) if the difference between such Debt Ratings is two ratings categories (e.g. Baa1 by Moody's and BBB- by S&P), the Applicable Rate shall be the rate per annum that would be applicable if the median of the applicable Debt Ratings were used. If at any time the Borrower or Omega LP has three (3) Debt Ratings, and such Debt Ratings are split, then: (A) if the difference between the highest and the lowest such Debt Ratings is one ratings category (e.g. Baa2 by Moody's and BBB- by S&P or Fitch), the Applicable Rate shall be the rate per annum that would be applicable if the highest of the Debt Ratings were used; and (B) if the difference between such Debt Ratings is two ratings categories (e.g. Baa1 by Moody's and BBB- by S&P or Fitch) or more, the Applicable Rate shall be the rate

per annum that would be applicable if the average of the two (2) highest Debt Ratings were used; provided, that if such average is not a recognized rating category, then the Applicable Rate shall be the rate per annum that would be applicable if the second highest Debt Rating of the three were used.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means, collectively, (i) Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as joint lead arranger and sole book runner, (ii) Credit Agricole Corporate and Investment Bank, in its capacity as joint lead arranger, (iii) J.P. Morgan Securities LLC, in its capacity as joint lead arranger and (iv) Citizens Bank, National Association, in its capacity as joint lead arranger.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.07(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent and, if such assignment and assumption requires its consent, the Borrower.

"Attorney Costs" means and includes all reasonable and documented fees, expenses and disbursements of any law firm or other external counsel and, without duplication, the allocated reasonable and documented cost of internal legal services and all expenses and disbursements of internal counsel.

"Attributable Principal Amount" means (a) in the case of capital leases, the amount of capital lease obligations determined in accordance with GAAP, (b) in the case of Synthetic Leases, an amount determined by capitalization of the remaining lease payments thereunder as if it were a capital lease determined in accordance with GAAP, (c) in the case of Securitization Transactions, the outstanding principal amount of such financing, after taking into account reserve amounts and making appropriate adjustments, determined by the Administrative Agent in its reasonable judgment and (d) in the case of Sale and Leaseback Transactions, the present value (discounted in accordance with GAAP at the debt rate implied in the applicable lease) of the obligations of the lessee for rental payments during the term of such lease.

"Audited Financial Statements" means the audited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries for the fiscal year ended December 31, 2014, and the related consolidated statements of earnings, shareholders' equity and cash flows for such fiscal year of the Borrower and its Consolidated Subsidiaries, including the notes thereto; provided, that the Administrative Agent hereby agrees that the Form 10-K of the Borrower delivered to it by the Borrower and containing information for the fiscal year ended December 31, 2014 shall

constitute all information required to be delivered as part of the "Audited Financial Statements" for purposes of this Agreement.

"Bank of America" means Bank of America, N.A., together with its successors.

"Bankruptcy Code" means Title 11 of the United States Code, as the same may be amended from time to time.

"Bankruptcy Event" means, with respect to any Person, the occurrence of any of the following: (a) the entry of a decree or order for relief by a court or governmental agency in an involuntary case under any applicable Debtor Relief Law or any other bankruptcy, insolvency or other similar law now or hereafter in effect, or the appointment by a court or governmental agency of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of its Property or the ordering of the winding up or liquidation of its affairs by a court or governmental agency and such decree, order or appointment is not vacated or discharged within ninety (90) days of its filing; or (b) the commencement against such Person of an involuntary case under any applicable Debtor Relief Law or any other bankruptcy, insolvency or other similar law now or hereafter in effect, or of any case, proceeding or other action for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of its Property or for the winding up or liquidation of its affairs, and such involuntary case or other case, proceeding or other action shall remain undismissed for a period of ninety (90) consecutive days, or the repossession or seizure by a creditor of such Person of a substantial part of its Property; or (c) such Person shall commence a voluntary case under any applicable Debtor Relief Law or any other bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or the taking possession by a receiver, liquidator, assignee, creditor in possession, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of its Property or make any general assignment for the benefit of creditors; or (d) the filing of a petition by such Person seeking to take advantage of any Debtor Relief Law or any other applicable Law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, or (e) such Person shall fail to contest in a timely and appropriate manner (and if not dismissed within ninety (90) days) or shall consent to any petition filed against it in an involuntary case under such bankruptcy laws or other applicable Law or consent to any proceeding or action relating to any bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts with respect to its assets or existence, or (f) such Person shall admit in writing, or such Person's financial statements shall reflect, an inability to pay its debts generally as they become due.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," and (c) the one-month Eurodollar Rate plus one percent (1.00%); and if Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in the prime

rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Borrower" has the meaning given to such term in the introductory paragraph hereof.

"Borrower Materials" has the meaning provided in Section 6.02.

"Borrowing" means (a) a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Loans, having the same Interest Period, or (b) a borrowing of Swing Line Loans, as appropriate.

"Braswell Indebtedness" means that certain Indebtedness of Regency Health Services, Inc. owing to C. Allen Braswell, Braswell Management, Inc., Dorothy Norton and Cecil Mays pursuant to that certain Promissory Note Secured by Deeds of Trust in the original principal amount of $4,114,035 (of which no more than $2,961,607 is outstanding as of the Closing Date).

"Businesses" has the meaning provided in Section 5.07(a).

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Loan, means any such day that is also a London Banking Day.

"Capital Lease" means a lease that would be capitalized on a balance sheet of the lessee prepared in accordance with GAAP.

"Capital Stock" means (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalization Rate" means 10.0% for all government reimbursed assets (i.e. skilled nursing facilities, hospitals, etc.) and 7.50% for all non-government reimbursed assets (i.e. assisted living facilities, independent living facilities, medical office buildings, etc.).

"Cash Collateral" means cash or deposit account balances pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer pledged and deposited with or delivered to the Administrative Agent, for the benefit of the L/C Issuer and the Revolving Lenders, as collateral for the L/C Obligations. "Cash Collateralization" and "Cash Collateralize" have meanings correlative thereto.

"Cash Equivalents" means (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and

credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (b) time deposits and certificates of deposit of (i) any Lender, (ii) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (each an "Approved Bank"), in each case with maturities of not more than two hundred seventy (270) days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (d) repurchase agreements entered into by any Person with a bank or trust company (including any of the Lenders) or recognized securities dealer having capital and surplus in excess of $500,000,000 for direct obligations issued by or fully guaranteed by the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations and (e) Investments (classified in accordance with GAAP as current assets) in money market investment programs registered under the Investment Company Act of 1940, as amended, that are administered by reputable financial institutions having capital of at least $500,000,000 and the portfolios of which are limited to Investments of the character described in the foregoing subclauses hereof.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means the occurrence of any of the following events: (a) any Person or two or more Persons acting in concert shall have acquired beneficial ownership, directly or indirectly, of, or shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation, will result in its or their acquisition of or control over, voting stock of the Borrower (or other securities convertible into such voting stock) representing thirty-five percent (35%) or more of the combined voting power of all voting stock of the Borrower, (b) during any period of up to twenty-four (24) consecutive months, commencing after the Closing Date, individuals who at the beginning of such twenty-four (24) month period were directors of the Borrower (together with any new director whose election by the Borrower's Board of Directors or whose nomination for election by the Borrower's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the directors of the

Borrower then in office, (c) the occurrence of a "Change of Control" or any equivalent term or concept under any of the Senior Note Indentures, (d) the Borrower ceases to be a general partner of Omega LP or ceases to have the sole and exclusive power to exercise all management and control over Omega LP, (e) any Person other than the Borrower or Omega Holdco becomes a general partner of Omega LP (except that temporary ownership by Aviv REIT, Inc. or any of its pre-merger subsidiaries of any general partnership interest(s) in Omega LP will be permitted, provided that after giving effect to the merger, all of such general partnership interest(s) in Omega LP theretofore held by Aviv REIT, Inc. or its pre-merger subsidiaries are owned by Omega Holdco), or (f) the Borrower ceases to own, directly or indirectly, sixty percent (60%) or more of the equity interests in Omega LP. As used herein, "beneficial ownership" shall have the meaning provided in Rule 13d-3 of the SEC under the Securities Exchange Act of 1934.

"Closing Date" means the date hereof.

"Closing Date Term Loan" has the meaning provided in Section 2.01(d)(i).

"Closing Date Term Loan Commitment" means, with respect to each Closing Date Term Loan Lender, the commitment of such Closing Date Term Loan Lender to make its portion of the Closing Date Term Loan to the Borrower pursuant to Section 2.01(d)(i), in the principal amount set forth opposite such Closing Date Term Loan Lender's name on Schedule 2.01; provided that, at any time after funding of a Closing Date Term Loan, the determinations "Required Lender" shall also be based on the outstanding principal amount of the such Closing Date Term Loan. The aggregate principal amount of the Closing Date Term Loan Commitments of all of the Closing Date Term Loan Lenders as in effect on the Closing Date is Two-Hundred Million Dollars ($200,000,000).

"Closing Date Term Loan Commitment Percentage" means, at any time, for each Closing Date Term Loan Lender, the percentage of the Closing Date Term Loan (or aggregate Closing Date Term Loan Commitment, prior to the termination thereof) held by such Closing Date Term Loan Lender to the aggregate Closing Date Term Loan (or Closing Date Term Loan Commitments) held by all Closing Date Term Loan Lenders, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 10.07. The Closing Date Term Loan Commitment Percentages as in effect on the First Amendment Effective Date are set forth on Schedule 2.01.

"Closing Date Term Loan Lenders" means a collective reference to the Lenders holding Closing Date Term Loans.

"Closing Date Term Loan Maturity Date" means June 27, 2019.

"Commitment" means (a) with respect to each Lender, (i) the Revolving Commitment of such Lender, (ii) the Term Loan Commitment of such Lender, (b) with respect to the L/C Issuer, the L/C Commitment and (c) with respect to the Swing Line Lender, the Swing Line Commitment.

"Commitment Increase Amendment" has the meaning set forth in Section 2.01(f).

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § et seq.).

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Confidential Information" has the meaning provided in Section 10.08.

"Consolidated Adjusted EBITDA" means, for any period, for the Consolidated Parties on a consolidated basis, the sum of (a) Consolidated EBITDA as of such date plus (b) an amount based on the Special Charges Adjustment (without duplication to the extent included in the determination of Consolidated Interest Expense and added back to net income in the calculation of Consolidated EBITDA).

"Consolidated EBITDA" means, for any period, for the Consolidated Parties on a consolidated basis, the sum of (a) net income of the Consolidated Parties, in each case, excluding any non-recurring or extraordinary gains and losses, plus (b) an amount which, in the determination of net income for such period pursuant to clause (a) above, has been deducted for or in connection with (i) Consolidated Interest Expense (plus, amortization of deferred financing costs, to the extent included in the determination of Consolidated Interest Expense per GAAP), (ii) income taxes, and (iii) depreciation and amortization plus (c) to the extent decreasing net income of the Consolidated Parties for such period, all expenses directly attributable to FIN 46 consolidation requirements, minus (d) to the extent increasing net income of the Consolidated Parties for such period, all revenue directly attributable to FIN 46 consolidation requirements, plus (e) to the extent decreasing net income of the Consolidated Parties for such period, all expenses directly related to owned and operated assets, minus (f) to the extent increasing net income of the Consolidated Parties for such period, all revenues directly related to owned and operated assets, all determined in accordance with GAAP.

"Consolidated Fixed Charge Coverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Adjusted EBITDA to (b) Consolidated Fixed Charges, in each case, for the most recently completed four (4) fiscal quarters.

"Consolidated Fixed Charges" means, for any period, for the Consolidated Parties on a consolidated basis, the sum of (a) Consolidated Interest Expense (excluding, for purposes hereof and without duplication, Special Charges to the extent included in the calculation of Consolidated Interest Expense) for such period, plus (b) current scheduled principal payments of Consolidated Funded Debt for such period (including, for purposes hereof, current scheduled reductions in commitments, but excluding any payment of principal under the Credit Documents and any "balloon" payment or final payment at maturity that is significantly larger than the scheduled payments that preceded it) for a period beginning the day after the date of determination and lasting for the same length of time as the applicable period referenced at the beginning of this definition, plus (c) dividends and distributions on preferred stock, if any, for such period, in each case, as determined in accordance with GAAP.

"Consolidated Funded Debt" means, as of any date of determination, the sum of (a) all Funded Debt of the Consolidated Parties determined on a consolidated basis minus (b) to the extent included in the calculation of Funded Debt of the Consolidated Parties, the aggregate amount of Funded Debt directly attributable to FIN 46 consolidation requirements, all determined in accordance with GAAP.

"Consolidated Interest Expense" means, for any period, for the Consolidated Parties on a consolidated basis, all interest expense and letter of credit fee expense, as determined in accordance with GAAP during such period; provided, that interest expenses shall, in any event, (a) include the interest component under Capital Leases and the implied interest component under Securitization Transactions and (b) exclude the amortization of any deferred financing fees.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) Adjusted Consolidated Funded Debt to (b) Consolidated Total Asset Value for the most recently completed fiscal quarter.

"Consolidated Parties" means the Borrower and its Consolidated Subsidiaries, as determined in accordance with GAAP.

"Consolidated Secured Funded Debt" means the aggregate principal amount of Funded Debt of the Borrower or any of its Subsidiaries, on a consolidated basis, that is secured by a Lien, and shall include (without duplication), the ownership share of such secured Funded Debt of the Borrower's or its Subsidiaries' Unconsolidated Affiliates.

"Consolidated Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Secured Funded Debt to (b) Consolidated Total Asset Value for the most recently completed fiscal quarter.

"Consolidated Subsidiary" means at any date any Subsidiary or other entity the accounts of which would be consolidated with those of the Borrower in its consolidated financial statements if such statements were prepared as of such date.

"Consolidated Tangible Net Worth" means, for the Consolidated Parties as of any date of determination, (a) stockholders' equity on a consolidated basis determined in accordance with GAAP, but with no upward adjustments due to any revaluation of assets, less (b) all Intangible Assets, plus (c) all accumulated depreciation, all determined in accordance with GAAP; provided, that the Consolidated Parties will be permitted to exclude (i.e. add back to stockholder's equity) up to $35,000,000 in potential future impairment charges incurred during the term of this Credit Agreement (such exclusions to be clearly reflected, however, in the calculations of Consolidated Tangible Net Worth delivered to the Administrative Agent by the Borrower from time to time pursuant to the terms of this Credit Agreement).

"Consolidated Total Asset Value" means the sum of all the following of the Consolidated Parties, without duplication: (a) the quotient of (1) Net Revenue from all Real Property Assets for the fiscal quarter most recently ended (for Real Property Assets owned for the prior four (4) fiscal quarters), minus the Net Revenue attributable to each Real Property Asset sold or otherwise disposed of during such most recently ended quarter, minus the Net Revenue from all Real Property Assets acquired during the prior four (4) fiscal quarter period, *multiplied* by four, divided by (2) the Capitalization Rate, plus (b) the acquisition cost of each Real Property Asset acquired during the prior four (4) fiscal quarter period, plus (c) the GAAP book value of the Borrower's Investments permitted by Section 7.03, plus (d) cash and cash equivalents, plus (e)

the Consolidated Parties' pro rata share of the foregoing items and components attributable to interest in Unconsolidated Affiliates.

"Consolidated Unsecured Debt Yield" means, as of any date of determination, the ratio of (a) Unencumbered Net Revenue plus interest income from unencumbered Qualified Mortgage Loans (provided, however, the aggregate amount of Qualified Mortgage Loans attributable to second mortgages or second deeds of trust shall not exceed $150,000,000), as of the end of the most recently completed fiscal quarter *multiplied* by four (4) to (b) the Consolidated Unsecured Funded Debt for the most recently completed fiscal quarter.

"Consolidated Unsecured Funded Debt" mean the aggregate principal amount of Funded Debt of the Borrower or any of its Subsidiaries, on a consolidated basis, that is not Consolidated Secured Funded Debt.

"Consolidated Unsecured Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) Unencumbered Net Revenue for the most recently completed fiscal quarter to (b) the Consolidated Unsecured Interest Expense for the most recently completed fiscal quarter.

"Consolidated Unsecured Interest Expense" means, for any period, for the Consolidated Parties on a consolidated basis, all interest expense and letter of credit fee expense, as determined in accordance with GAAP during such period, attributable to Borrower and its Subsidiaries' aggregate Consolidated Unsecured Funded Debt; provided, that interest expenses shall, in any event, (a) include the interest component under Capital Leases and the implied interest component under Securitization Transactions and (b) exclude the amortization of any deferred financing fees.

"Consolidated Unsecured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Unsecured Funded Debt to (b) Unencumbered Asset Value for the most recently completed fiscal quarter.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto. Without limiting the generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote twenty-five percent (25%) or more of the securities having ordinary voting power for the election of directors, managing general partners or the equivalent.

"Credit Agreement" has the meaning given to such term in the introductory paragraph hereof.

"Credit Documents" means this Credit Agreement, the Notes, the Engagement Letter, each Issuer Document, the Subsidiary Guarantor Joinder Agreements, the Compliance

Certificates and any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.14.

"Credit Party" means, as of any date, the Borrower or any Guarantor which is a party to the Credit Agreement as of such date; and " Credit Parties" means a collective reference to each of them.

"Daily Floating Eurodollar Rate Loan" means a Loan that bears interest at a rate based on the Daily Floating Eurodollar Rate.

"Daily Floating Eurodollar Rate" means, for each day, a fluctuating rate of interest equal to Eurodollar Rate applicable on such day for an Interest Period of one month beginning two (2) Business Days thereafter. The Daily Floating Eurodollar Rate shall be determined and adjusted on each Business Day and shall remain in effect until the next Business Day. If the Daily Floating Eurodollar Rate is not available at such time for any reason, or if the Administrative Agent determines that no adequate basis exists for determining the Daily Floating Eurodollar Rate, or that the Daily Floating Eurodollar Rate will not adequately and fairly reflect the cost to Swing Line Lender of funding the Swing Line Loan, or that any applicable Law or regulation or compliance therewith by Swing Line Lender prohibits or restricts or makes impossible the charging of interest based on the Daily Floating Eurodollar Rate, then "Daily Floating Eurodollar Rate" shall be an interest rate equal to the Base Rate then in effect.

"Debt Rating" means, as of any date of determination, the rating as determined by S&P, Moody's and/or Fitch of the Borrower's or Omega LP's non-credit-enhanced, senior unsecured long-term debt.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event, act or condition that, with notice, the passage of time, or both, would constitute an Event of Default.

"Default Rate" means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate, if any, applicable to Base Rate Loans plus (c) two percent (2%) per annum; provided, however, that with respect to a Eurodollar Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus two percent (2%) per annum, in each case to the fullest extent permitted by applicable Law.

"Defaulting Lender" means, subject to Section 2.15(b), any Lender that, as reasonably determined by the Administrative Agent, (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit or Swing Line Loans, within three Business Days of the date required to be funded by it hereunder, unless, in the case of any Loan, such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's reasonable determination that one or more conditions precedent to funding (each of which conditions precedent, together with any

applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's reasonable determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.15(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower, the L/C Issuer, the Swing Line Lender and each other Lender promptly following such determination.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dollar" or "$" means the lawful currency of the United States.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent (such approval not to be unreasonably withheld or delayed), and (ii) unless an Event of Default has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided, that notwithstanding the foregoing, "Eligible Assignee" shall not include the Borrower or any of the Borrower's Affiliates or Subsidiaries.

"Eligible Ground Lease" means, at any time, a ground lease (a) under which the Borrower or a Subsidiary of the Borrower is the lessee or holds equivalent rights and is the fee owner of the improvements located thereon, (b) that has a remaining term of not less than thirty (30) years; provided, however, with respect to that certain ground lease covering properties located at 200 Alabama Avenue, Muscle Shoals, Alabama, 500 John Aldridge Drive, Tuscumbia, Alabama and 813 Keeler Lane, Tuscumbia, Alabama, such remaining term may be less than thirty (30) years provided that the Borrower or such Subsidiary of the Borrower at all times possesses a valid and enforceable irrevocable option to purchase the fee interest in such properties with no conditions or contingencies other than the payment of a sum of less than $1,000.00, (c) under which any required rental payment, principal or interest payment or other payment due under such lease from the Borrower or from such Subsidiary of the Borrower to the ground lessor is not more than sixty (60) days past due and any required rental payment, principal or interest payment or other payment due to such Borrower or Subsidiary of the Borrower under any sublease of the applicable real property lessor is not more than sixty (60) days past due, (d) where no party to such lease is subject to a then-continuing Bankruptcy Event, (e) such ground lease (or a related document executed by the applicable ground lessor) contains customary provisions protective of any lender to the lessee and (f) where the Borrower's or such Subsidiary of the Borrower's interest in the underlying Real Property Asset or the lease is not subject to (i) any Lien other than Permitted Liens and other encumbrances acceptable to the Administrative Agent and the Required Lenders, in their discretion, or (ii) any Negative Pledge.

"Engagement Letter" means the letter agreement dated as of April 28, 2014 among the Borrower, the Arranger and the Administrative Agent, as amended and modified.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Equity Transaction" means, with respect to any member of the Consolidated Parties, any issuance or sale of shares of its Capital Stock, other than an issuance (a) to a Consolidated Party, (b) in connection with a conversion of debt securities to equity, (c) in connection with the exercise by a present or former employee, officer or director under a stock incentive plan, stock option plan or other equity-based compensation plan or arrangement, or (d) in connection with any acquisition permitted hereunder.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063

of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

"Eurodollar Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of "Eurodollar Rate."

"Eurodollar Rate" means

(a) For any Interest Period with respect to a Eurodollar Loan, the rate per annum equal to the London Interbank Offered Rate (" LIBOR") or a comparable or successor rate, which rate is approved by the Administrative Agent, as published by Bloomberg (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such case, the "LIBOR Rate") at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; and if the Eurodollar Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement;

(b) For any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the LIBOR Rate, at approximately 11:00 a.m., London time, determined two (2) Business Days prior to such date for Dollar deposits with a term of one month commencing that day;

provided, that to the extent a comparable or successor rate is approved by the Administrative Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; and, provided, further, that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

"Event of Default" has the meaning provided in Section 8.01.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Obligation under any Swap Contract if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant under a Credit Document by such Guarantor of a security interest to secure, such Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act (or the application or official interpretation thereof) by virtue of such Guarantor's failure for any

reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 11.07 and any and all guarantees of such Guarantor's Obligations under any Swap Contract by other Credit Parties) at the time the Guaranty of such Guarantor, or grant by such Guarantor of a security interest, becomes effective with respect to such Obligation. If an Obligation under any Swap Contract arises under a Master Agreement governing more than one Swap Contract, such exclusion shall apply to only the portion of such Obligations that is attributable to Swap Contracts for which such Guaranty or security interest becomes illegal.

"Executive Order" has the meaning provided in the definition of "Prohibited Person" in this Section 1.01.

"Existing Credit Facility" means that certain Credit Agreement, dated as of December 6, 2012, by and among the Borrower, certain Subsidiaries of the Borrower, the lenders party thereto and Bank of America, N.A. as administrative agent, as amended, restated or otherwise modified from time to time prior to the date hereof.

"Extension of Credit" means (a) any Borrowing and (b) any L/C Credit Extension.

"Extension Request Date" has the meaning provided in Section 2.16(a).

"Facilities" has the meaning provided in Section 5.07(a).

"Facility Fee" has the meaning in Section 2.09(b).

"Facility Lease" means a lease or master lease with respect to any Real Property Asset owned or ground leased by any of the Consolidated Parties as lessor, to a third party Tenant, which, in the reasonable judgment of the Administrative Agent, is a triple net lease such that such Tenant is required to pay all taxes, utilities, insurance, maintenance, casualty insurance payments and other expenses with respect to the subject Real Property Asset (whether in the form of reimbursements or additional rent) in addition to the base rental payments required thereunder such that net operating income to the applicable Consolidated Party for such Real Property Asset (before non-cash items) equals the base rent paid thereunder; provided, that each such lease or master lease shall be in form and substance reasonably satisfactory to the Administrative Agent.

"FASB" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Section 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any applicable intergovernmental agreements.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank

of New York on the Business Day immediately succeeding such day; provided, that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the immediately preceding Business Day as so published on the immediately succeeding Business Day, and (b) if no such rate is so published on such immediately succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to the next 1/100th of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"First Amendment Effective Date" means April 1, 2015.

"Fitch" means Fitch Ratings, a Subsidiary of Fimalac, S.A., and any successor thereto.

"Foreign Lender" has the meaning provided in Section 10.15(a)(i).

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fronting Exposure" means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender's Revolving Commitment Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender's Revolving Commitment Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Revolving Lenders or Cash Collateralized in accordance with the terms hereof.

"Fund" means any Person (other than a natural person) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Funded Debt" means, as to any Person (or consolidated group of Persons) at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations for borrowed money, whether current or long-term (including the Obligations hereunder), and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all purchase money indebtedness (including indebtedness and obligations in respect of conditional sales and title retention arrangements, except for customary conditional sales and title retention arrangements with suppliers that are entered into in the ordinary course of business) and all indebtedness and obligations in respect of the deferred purchase price of property or services (other than trade accounts payable incurred in the ordinary course of business and payable on customary trade terms);

(c) all direct obligations under letters of credit (including standby and commercial), bankers' acceptances and similar instruments (including bank guaranties, surety bonds, comfort letters, keep-well agreements and capital maintenance agreements)

to the extent such instruments or agreements support financial, rather than performance, obligations;

(d) the Attributable Principal Amount of capital leases and Synthetic Leases;

(e) the Attributable Principal Amount of Securitization Transactions;

(f) all preferred stock and comparable equity interests providing for mandatory redemption, sinking fund or other like payments;

(g) Support Obligations in respect of Funded Debt of another Person (other than Persons in such group, if applicable); and

(h) Funded Debt of any partnership or joint venture or other similar entity in which such Person is a general partner or joint venturer, and, as such, has personal liability for such obligations, but only to the extent there is recourse to such Person (or, if applicable, any Person in such consolidated group) for payment thereof.

For purposes hereof, the amount of Funded Debt shall be determined based on the outstanding principal amount in the case of borrowed money indebtedness under clause (a) and purchase money indebtedness and the deferred purchase obligations under clause (b), based on the maximum amount available to be drawn in the case of letter of credit obligations and the other obligations under clause (c), and based on the amount of Funded Debt that is the subject of the Support Obligations in the case of Support Obligations under clause (g). For purposes of clarification, "Funded Debt" of Person constituting a consolidated group shall not include inter-company indebtedness of such Persons, general accounts payable of such Persons which arise in the ordinary course of business, accrued expenses of such Persons incurred in the ordinary course of business or minority interests in joint ventures or limited partnerships (except to the extent set forth in clause (h) above).

"Funds From Operations" means, with respect to any period, the Borrower's net income (or loss), plus depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures as hereafter provided. Notwithstanding contrary treatment under GAAP, for purposes hereof, (a) "Funds From Operations" shall include, and be adjusted to take into account, the Borrower's interests in unconsolidated partnerships and joint ventures, on the same basis as consolidated partnerships and subsidiaries, as provided in the "white paper" issued in April 2002 by the National Association of Real Estate Investment Trusts, a copy of which has been provided to the Administrative Agent and the Lenders and (b) net income (or loss) shall not include gains (or, if applicable, losses) resulting from or in connection with (i) restructuring of indebtedness, (ii) sales of property, (iii) sales or redemptions of preferred stock, (iv) revenue or expenses related to owned and operated assets, (v) revenue or expense related to FIN 46 consolidation requirements or (vi) any other Special Charges.

"GAAP" means generally accepted accounting principles in effect in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board from time to time applied on a consistent basis, subject to the provisions of Section 1.03.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranteed Obligations" has the meaning given to such term in Section 11.01(a).

"Guarantors" means any Subsidiary of the Borrower that guarantees the loans and obligations hereunder pursuant to the Guaranty, in each case with their successors and permitted assigns.

"Guaranty" means the guaranty of the Obligations by each of the Guarantors pursuant to Article XI hereof.

"Hazardous Material" means any toxic or hazardous substance, including petroleum and its derivatives regulated under the Environmental Laws.

"Healthcare Facilities" means any skilled nursing facilities, mentally retarded and developmentally disabled facilities, rehab hospitals, long term acute care facilities, intermediate care facilities for the mentally disabled, medical office buildings, domestic assisted living facilities, independent living facilities or Alzheimer's care facilities and any ancillary businesses that are incidental to the foregoing.

"Incremental Facilities" has the meaning provided in Section 2.01(e).

"Incremental Facility Commitment" has the meaning provided in Section 2.01(e)(iii).

"Incremental Revolving Increase" has the meaning provided in Section 2.01(e).

"Incremental Term Loan Facility" has the meaning provided in Section 2.01(e).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all Funded Debt;

(b) all contingent obligations under letters of credit (including standby and commercial), bankers' acceptances and similar instruments (including bank guaranties, surety bonds, comfort letters, keep-well agreements and capital maintenance agreements) to the extent such instruments or agreements support financial, rather than performance, obligations;

(c) net obligations under any Swap Contract;

(d) Support Obligations in respect of Indebtedness of another Person; and

(e) Indebtedness of any partnership or joint venture or other similar entity in which such Person is a general partner or joint venturer, and, as such, has personal

liability for such obligations, but only to the extent there is recourse to such Person for payment thereof.

For purposes hereof, the amount of Indebtedness shall be determined based on Swap Termination Value in the case of net obligations under Swap Contracts under clause (c) and based on the outstanding principal amount of the Indebtedness that is the subject of the Support Obligations in the case of Support Obligations under clause (d).

"Indemnified Liabilities" has the meaning provided in Section 10.05.

"Indemnitees" has the meaning provided in Section 10.05.

"Intangible Assets" means all assets consisting of goodwill, patents, trade names, trademarks, copyrights, franchises, experimental expense, organization expense, unamortized debt discount and expense, deferred assets (other than prepaid insurance and prepaid taxes), the excess of cost of shares acquired over book value of related assets and such other assets as are properly classified as "intangible assets" in accordance with GAAP.

"Interest Payment Date" means, (a) as to any Base Rate Loan (including Swing Line Loans), the last Business Day of each March, June, September and December and the Applicable Maturity Date and, in the case of any Swing Line Loan, any other dates reasonably determined by the Swing Line Lender, and (b) as to any Eurodollar Loan (other than Swing Line Loans), the last Business Day of each Interest Period for such Loan, the date of repayment of principal of such Loan, and where the applicable Interest Period exceeds three months, the date every three months after the beginning of such Interest Period. If an Interest Payment Date falls on a date that is not a Business Day, such Interest Payment Date shall be deemed to be the immediately succeeding Business Day.

"Interest Period" means, as to each Eurodollar Loan, the period commencing on the date such Eurodollar Loan is disbursed or converted to or continued as a Eurodollar Loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its Loan Notice; provided, that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the immediately succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Applicable Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986 as amended.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Capital Stock of another Person, (b) a loan, advance or capital contribution to, guaranty or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Grade Rating" means a Debt Rating of BBB-/Baa3 (or equivalent) or higher from any of Moody's, S&P or Fitch.

"Investor Guarantor" means any of the limited partners (other than the Borrower or any Subsidiary of the Borrower) of Omega LP that are a party to the Investor Guaranty.

"Investor Guaranty" means a guaranty which may be executed and delivered by one or more Investor Guarantors in accordance with Section 6.19, in a form approved by Administrative Agent, which approval shall not be unreasonably withheld, delayed or conditioned, as the same may be amended, supplemented or otherwise modified from time to time.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to such Letter of Credit.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"L/C Advance" means, with respect to each Revolving Lender, such Revolving Lender's funding of its participation in any L/C Borrowing.

"L/C Borrowing" means any extension of credit resulting from a drawing under any Letter of Credit that has not been reimbursed or refinanced as a Borrowing of Revolving Loans.

"L/C Cash Collateralization Date" means the day that is thirty (30) days prior to the Revolving Loan Maturity Date then in effect.

"L/C Commitment" means, with respect to the L/C Issuer, the commitment of the L/C Issuer to issue and to honor payment obligations under Letters of Credit, and, with respect to each Revolving Lender, the commitment of such Revolving Lender to purchase participation interests in L/C Obligations up to such Revolving Lender's Revolving Commitment Percentage thereof.

"L/C Committed Amount" has the meaning provided in Section 2.01(b).

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"L/C Issuer" means Bank of America in its capacity as issuer of Letters of Credit hereunder, in each case together with its successors in such capacity.

"L/C Issuer Fees" has the meaning given such term in Section 2.09(d)(ii).

"L/C Obligations" means, at any time, the sum of (a) the maximum amount available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referenced therein, plus (b) the aggregate amount of all Unreimbursed Amounts, including L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Lender" means each of the Persons identified as a "Lender" on the signature pages hereto (and, as appropriate, includes the L/C Issuer and the Swing Line Lender) and each Person who joins as a Lender pursuant to the terms hereof, together with their respective successors and assigns.

"Lender Joinder Agreement" means a joinder agreement in the form of Exhibit G, executed and delivered in accordance with the provisions of Section 2.01(e)(vii).

"Lending Office" means, as to any Lender, the office or offices of such Lender set forth in such Lender's Administrative Questionnaire or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"Letter of Credit" means each standby (non-commercial) letter of credit issued hereunder.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Expiration Date" means the day that is five (5) Business Days prior to the Revolving Loan Maturity Date then in effect (or, if such day is not a Business Day, the immediately preceding Business Day).

"Letter of Credit Fee" has the meaning given such term in Section 2.09(d)(i).

"LIBOR" has the meaning provided in the definition of "Eurodollar Rate" in this Section 1.01.

"LIBOR Rate" has the meaning provided in the definition of "Eurodollar Rate" in this Section 1.01.

"Lien" means any mortgage, deed of trust, deed to secured debt, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"LP Credit Agreement" means that certain Credit Agreement, dated as of April 1, 2015, by and among Omega LP, as borrower, certain subsidiaries of Omega LP, as guarantors, the financial institutions party thereto from time to time, as lenders, and Bank of America, N.A., as administrative agent, as amended, restated, supplemented or otherwise modified from time to time.

"Loan" means any Revolving Loan, Closing Date Term Loan, Acquisition Term Loan or Swing Line Loan and the Base Rate Loans, Eurodollar Loans and Daily Floating Eurodollar Rate Loans comprising such Loans.

"Loan Notice" means a notice of (a) a Borrowing of Loans (including Swing Line Loans), (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Loans, which, if in writing, shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Master Agreement" has the meaning provided in the definition of "Swap Contract" in this Section 1.01.

"Material Adverse Effect" means a material adverse effect on (a) the condition (financial or otherwise), operations, business, assets, liabilities or prospects of the Borrower and its Consolidated Subsidiaries taken as a whole, (b) the ability of the Borrower or the other Credit Parties, taken as a whole, to perform any material obligation under the Credit Documents, or (c) the rights and remedies of the Administrative Agent and the Lenders under the Credit Documents.

"Material Contract" means, any agreement the breach, nonperformance or cancellation of which could reasonably be expected to have a Material Adverse Effect.

"Material Group" has the meaning specified in the definition of "Material Subsidiary."

"Material Subsidiary" means each Subsidiary or any group of Subsidiaries (a) which, as of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01, contributed greater than $10,000,000 of Consolidated EBITDA for the period of four (4) consecutive fiscal quarters then ended or (b) which contributed greater than $50,000,000 of Consolidated Total Asset Value as of such date. A group of Subsidiaries (a "Material Group") each of which is not otherwise a Material Subsidiary (defined in the foregoing sentence) shall constitute a Material Subsidiary if the group taken as a single entity satisfies the requirements of the foregoing sentence.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage Loan" means any loan owned or held by any of the Consolidated Parties secured by a mortgage or deed of trust on Real Property Assets.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Negative Pledge" means any agreement (other than this Credit Agreement or any other Credit Document) that in whole or in part prohibits the creation of any Lien on any assets of a Person; provided, however, that an agreement that establishes a maximum ratio of unsecured debt to unencumbered assets, or of secured debt to total assets, or that otherwise conditions a Person's ability to encumber its assets upon the maintenance of one or more specified ratios that limit such Person's ability to encumber its assets but that do not generally prohibit the encumbrance of its assets, or the encumbrance of specific assets, shall not constitute a "Negative Pledge" for purposes of this Credit Agreement.

"Net Revenue" shall mean, with respect to any Real Property Asset for the applicable period, the sum of (a) rental payments received in cash by the applicable Consolidated Party (whether in the nature of base rent, minimum rent, percentage rent, additional rent or otherwise, but exclusive of security deposits, earnest money deposits, advance rentals, reserves for capital expenditures, charges, expenses or items required to be paid or reimbursed by the Tenant thereunder and proceeds from a sale or other disposition) pursuant to the Facility Leases applicable to such Real Property Asset, minus (b) expenses of the applicable Consolidated Party allocated to such Real Property Asset, minus (c) to the extent increasing Net Revenue of the Consolidated Parties for such period, all revenue directly attributable to FIN 46 consolidation requirements.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Notes" means a collective reference to the Revolving Notes and the Term Notes; and " Note" means any one of them.

"Obligations" means, without duplication, (a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party arising under any Credit Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those

acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (b) all obligations under any Swap Contract of any Credit Party to which a Lender or any Affiliate of a Lender is a party and (c) all obligations of any Credit Party under any treasury management agreement between any Credit Party and any Lender or Affiliate of a Lender; provided, however, that the "Obligations" of a Credit Party shall exclude any Excluded Swap Obligations with respect to such Credit Party.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Omega Holdco" means OHI Healthcare Properties Holdco, Inc., a Delaware corporation, and its successors.

"Omega LP" means OHI Healthcare Properties Limited Partnership, a Delaware limited partnership, and its successors.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Outstanding Amount" means (a) with respect to Revolving Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Revolving Loans and Swing Line Loans, as the case may be, occurring on such date, (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date and (c) with respect to Term Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Term Loans, as the case may be, occurring on such date,

"Participant" has the meaning provided in Section 10.07(d).

"Patriot Act" means the USA Patriot Act, Pub. L. No. 107-56 et seq.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Liens" means, at any time, Liens in respect of the Borrower or any of its Subsidiaries permitted to exist at such time pursuant to the terms of Section 7.01.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or, with respect to any such plan that is subject to Section 412 of the Internal Revenue Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning provided in Section 6.02.

"Pro Forma Basis" shall mean, for purposes of determining the calculation of and compliance with the financial covenants set forth in Section 6.12(a), (b), (c), (d), (f) and (g) hereunder, that the subject transaction shall be deemed to have occurred as of the first day of the period of four (4) consecutive fiscal quarters ending as of the end of the most recent fiscal quarter for which annual or quarterly financial statements shall have been delivered in accordance with the provisions of this Credit Agreement. Further, for purposes of making calculations on a "Pro Forma Basis" hereunder, (a) in the case of a Disposition, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject of such Disposition shall be excluded to the extent relating to any period prior to the date of the subject transaction, and (ii) Indebtedness paid or retired in connection with the subject transaction shall be deemed to have been paid and retired as of the first day of the applicable period; (b) in the case of an Acquisition, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject of such Acquisition shall be included to the extent relating to any period prior to the date of the subject transaction, and (ii) Indebtedness incurred in connection with the subject transaction shall be deemed to have been incurred as of the first day of the applicable period (and interest expense shall be imputed for the applicable period utilizing the actual interest rates thereunder or, if actual rates are not ascertainable, assuming prevailing interest rates hereunder) and (c) in the case of an Equity Transaction, Indebtedness paid or retired in connection therewith shall be deemed to have been paid and retired as of the first day of the applicable period.

"Prohibited Person" means any Person (i) listed in the annex to, or who is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (ii) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions, of the Executive Order; (iii) with whom a Person is prohibited from dealing or otherwise engaging in any transaction by any terrorism or

money laundering Law, including the Executive Order; (iv) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of such list; or who is an Affiliate of a Person listed in clauses (i) - (v) above.

"Property" means all property owned or leased by a Credit Party or any of its Subsidiaries, both real and personal.

"Qualified ECP Guarantor" means, at any time, each Credit Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Mortgage Loan" means any Mortgage Loan that is secured by a first or second mortgage or a first or second deed of trust on Real Property Assets so long as the mortgagor or grantor with respect to such Mortgage Loan is not delinquent sixty (60) days or more in interest or principal payments due thereunder.

"Qualified REIT Subsidiary" means the meaning given to such term in the Internal Revenue Code.

"Real Property Asset" means, a parcel of real property, together with all improvements (if any) thereon, owned in fee simple or leased pursuant to an Eligible Ground Lease by any Person; "Real Property Assets" means a collective reference to each Real Property Asset.

"Register" has the meaning provided in Section 10.07(c).

"Registered Public Accounting Firm" has the meaning provided in the Securities Laws and shall be independent of the Borrower as prescribed by the Securities Laws.

"Regulation U" means Regulation U of the FRB, as in effect from time to time.

"Regulation X" means Regulation X of the FRB, as in effect from time to time.

"REIT" means a real estate investment trust as defined in Sections 856-860 of the Internal Revenue Code.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty-day notice period has been waived.

"Request for Extension of Credit" means (a) with respect to a Borrowing of Loans (including Swing Line Loans) or the conversion or continuation of Loans, a Loan Notice and (b) with respect to an L/C Credit Extension, a Letter of Credit Application.

"Required Lenders" means, as of any date of determination, two or more Lenders (except to the extent only one Lender exists as of such date) having at least 50% of (a) the sum of the outstanding principal amount of the Term Loans and the aggregate Commitments or (b) if the aggregate Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Article VIII, Lenders holding in the aggregate at least 50% of the sum of the outstanding principal amount of the Term Loans and the Revolving Obligations (including, in each case, the aggregate amount of each Revolving Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans); provided, that (i) the unfunded Commitments of any Defaulting Lender and (ii) the portion of the Revolving Obligations held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Required Revolving Lenders" means, as of any date of determination, Revolving Lenders having at least 50% of (a) the Aggregate Revolving Commitments or (b) if the Revolving Commitments and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Article VIII, Revolving Lenders holding in the aggregate at least 50% of the Revolving Obligations (including, in each case, the aggregate amount of each Revolving Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans); provided, that the unfunded Revolving Commitments of, and the portion of the Revolving Obligations held or deemed held by, any Defaulting Lender that is a Revolving Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

"Responsible Officer" means the chief executive officer, president, chief operating officer and chief financial officer of any Credit Party and solely for the purposes of notices given pursuant to Article II, any other officer of the applicable Credit Party so designated by any of the foregoing officers in a notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Credit Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"Revolving Commitment" means, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans and to share in the Revolving Obligations hereunder up to such Revolving Lender's Revolving Commitment Percentage thereof. The aggregate principal amount of the Revolving Commitments of all of the Revolving Lenders as in effect on the First Amendment Effective Date is One Billion Two Hundred Fifty Million Dollars ($1,250,000,000).

"Revolving Commitment Percentage" means, at any time for each Revolving Lender, a fraction (expressed as a percentage carried to the ninth decimal place), the numerator of which is such Revolving Lender's Revolving Committed Amount and the denominator of which is the

Aggregate Revolving Committed Amount. The initial Revolving Commitment Percentages are set forth on Schedule 2.01.

"Revolving Commitment Period" means the period from and including the Closing Date to the earlier of (a) in the case of Revolving Loans and Swing Line Loans, the Revolving Loan Maturity Date, and, in the case of the Letters of Credit, the Letter of Credit Expiration Date, or (b) the date on which the Revolving Commitments shall have been terminated as provided herein.

"Revolving Committed Amount" means, with respect to each Revolving Lender, the amount of such Revolving Lender's Revolving Commitment. The initial Revolving Committed Amounts are set forth on Schedule 2.01.

"Revolving Lenders" means a collective reference to the Lenders holding Revolving Loans or Revolving Commitments.

"Revolving Loans" has the meaning provided in Section 2.01.

"Revolving Note" means the promissory notes in the form of Exhibit B, if any, given to each Revolving Lender to evidence the Revolving Loans and Swing Line Loans of such Revolving Lender, as amended, restated, modified, supplemented, extended, renewed or replaced.

"Revolving Obligations" means the Revolving Loans, the L/C Obligations and the Swing Line Loans.

"Revolving Loan Maturity Date" means the later to occur of (a) June 27, 2018 and (b) if maturity is extended pursuant to Section 2.16, such extended maturity date as determined pursuant to such section; provided however, that, in each such case, if such date is not a Business Day, the Maturity Dates shall be the preceding Business Day.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sale and Leaseback Transaction" means, with respect to the Borrower or any Subsidiary, any arrangement, directly or indirectly, with any person whereby the Borrower or such Subsidiary shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanction(s)" means any international economic sanction or trade embargo administered or enforced by OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"Sanctioned Person" means (a) a Person named on the list of "Specially Designated Nationals and Blocked Persons" maintained by OFAC available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx, or as otherwise

published from time to time, (b) (i) an agency of the government of a Designated Jurisdiction, (ii) an organization controlled by a Designated Jurisdiction, or (iii) a Person resident in a Designated Jurisdiction, to the extent subject to a sanctions program administered by OFAC or (c) any Person or Persons owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

"Securitization Transaction" means any financing or factoring or similar transaction (or series of such transactions) entered by any member of the Consolidated Parties pursuant to which such member of the Consolidated Parties may sell, convey or otherwise transfer, or grant a security interest in, accounts, payments, receivables, rights to future lease payments or residuals or similar rights to payment to a special purpose subsidiary or affiliate or any other Person.

"Senior Notes" means collectively, the Senior Notes (2022), the Senior Notes (2024A), the Senior Notes (2024B), the Senior Notes (2025) and the Senior Notes (2027).

"Senior Notes (2022)" means any one of the 6.75% Senior Notes due 2022 issued by the Borrower in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2022), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2024A)" means any one of the 5.875% Senior Notes due 2024 issued by the Borrower in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2024A), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2024B)" means any one of the 4.950% Senior Notes due 2024 issued by the Borrower in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2024B), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2025)" means any one of the 4.50% Senior Notes due 2025 issued by the Borrower in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2025), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2027)" means any one of the 4.50% Senior Notes due 2027 issued by the Borrower in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2027), as

such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indentures" means collectively, the Senior Note Indenture (2022), the Senior Note Indenture (2024A), the Senior Note Indenture (2024B), the Senior Note Indenture (2025) and the Senior Note Indenture (2027).

"Senior Note Indenture (2022)" means the Indenture, dated as of October 4, 2010 by and among the Borrower and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2024A)" means the Indenture, dated as of March 19, 2012 by and among the Borrower and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2024B)" means the Indenture, dated as of March 11, 2014 by and among the Borrower and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2025)" means the Indenture, dated as of September 11, 2014 by and among the Borrower and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2027)" means the Indenture, dated as of March 18, 2015 by and among the Borrower and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Noteholder" means any one of the holders from time to time of the Senior Notes.

"Significant Acquisition" means any acquisition or investment (in one or a series of related transactions) with an aggregate consideration in excess of $200,000,000.

"Solvent" means, with respect to any person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Special Charges" means, for any period, for the Consolidated Parties on a consolidated basis, all charges, costs or expenses of the Consolidated Parties related to any of the following:

(a) cash litigation charges incurred by the Consolidated Parties; provided, that such amount shall not exceed an aggregate amount of $10,000,000 during the term of this Credit Agreement and any such amounts in excess of $10,000,000 shall not be included in the determination of the Special Charges Adjustment for any period;

(b) non-cash charges associated solely with respect to the write-down of the value of accounts due to straight-line rent;

(c) other than as set forth in clause (b) immediately above, additional non-cash charges associated with the write-down of the value of accounts and/or notes receivable of the Consolidated Parties; provided, that such amount shall not exceed an aggregate amount of $35,000,000 during the term of this Credit Agreement and any such amounts in excess of $35,000,000 shall not be included in the determination of the Special Charges Adjustment for any period;

(d) non-cash charges related to preferred stock redemptions and non-cash compensation expenses relating to restricted stock awards, stock options or similar equity based compensation awards;

(e) non-cash charges incurred by the Consolidated Parties in association with the write-down of the value of any real properties;

(f) to the extent applicable, the satisfaction of outstanding unamortized loan fees with respect to the Existing Credit Facility;

(g) any other non-cash charges associated with the sale or settlement by any Consolidated Party of any Swap Contract; and

(h) charges related to acquisition deal related costs.

"Special Charges Adjustment" means, for any period, the amount which has been deducted for or in connection with any Special Charges (without duplication among such items or items taken into account for previous period) in the determination of net income for the applicable period for which a given Consolidated EBITDA calculation has been performed.

"Specified Loan Party" has the meaning provided in Section 11.07.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise provided, "Subsidiary" shall refer to a Subsidiary of the Borrower.

"Subsidiary Guarantor" means (a) Omega LP, (b) Omega Holdco, (c) each Subsidiary of the Borrower as of the Closing Date other than the Unrestricted Subsidiaries, and (d) each Subsidiary of the Borrower subsequently created or acquired which becomes a Subsidiary Guarantor pursuant to Section 6.15(a) hereof.

"Subsidiary Guarantor Joinder Agreement" means a joinder agreement in the form of Exhibit F to be executed by each new Subsidiary of the Borrower that is required to become a Subsidiary Guarantor in accordance with Section 6.15(a) hereof.

"Support Obligations" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person. The amount of any Support Obligations shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Support Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination values determined in accordance therewith, such termination values, and (b) for any date prior to the date referenced in clause (a), the amounts determined as the mark-to-market values for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.01(c).

"Swing Line Commitment" means, with respect to the Swing Line Lender, the commitment of the Swing Line Lender to make Swing Line Loans, and with respect to each Revolving Lender, the commitment of such Revolving Lender to purchase participation interests in Swing Line Loans.

"Swing Line Committed Amount" has the meaning provided in Section 2.01(c).

"Swing Line Lender" means Bank of America in its capacity as such, together with any successor in such capacity.

"Swing Line Loans" has the meaning provided in Section 2.01(c).

"Synthetic Lease" means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement that is considered borrowed money indebtedness for tax purposes but is classified as an operating lease under GAAP.

"Tenant" means any Person who is a lessee with respect to any lease held by a Consolidated Party as lessor or as an assignee of the lessor thereunder.

"Term Loan Commitment" means, with respect to each Term Loan Lender, the commitment of such Term Loan Lender to make its portion of the Term Loan to the Borrower pursuant to Section 2.01(d), in the principal amount set forth opposite such Term Loan Lender's name on Schedule 2.01; provided that, at any time after funding of a Term Loan, the determinations "Required Lender" shall also be based on the outstanding principal amount of the such Term Loan.

"Term Loan Commitment Percentage" means, at any time, for each Term Loan Lender, the percentage of the aggregate Term Loan (or aggregate Term Loan Commitment, prior to the termination thereof) held by such Term Loan Lender to the aggregate Term Loan (or aggregate Term Loan Commitments) held by all Term Loan Lenders, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 10.07.

"Term Loan" means, collectively, the Closing Date Term Loan and the Acquisition Term Loan.

"Term Loan Lenders" means a collective reference to the Lenders holding Closing Date Term Loans or Acquisition Term Loans.

"Term Note" means the promissory note in the form of Exhibit C, if any, given to each Term Loan Lender to evidence the Term Loan of such Term Loan Lender, as amended, restated, modified, supplemented, extended, renewed or replaced.

"Threshold Amount" means $25,000,000.

"Type" means, with respect to any Revolving Loan or Term Loan, its character as a Base Rate Loan or a Eurodollar Loan.

"UCP" means, with respect to any Letter of Credit, the "Uniform Customs and Practice for Documentary Credits".

"Unconsolidated Affiliates" means an Affiliate of the Borrower whose financial statements are not required to be consolidated with the financial statements of the Borrower in accordance with GAAP.

"Unencumbered Asset Value" means the sum of the following, without duplication: (a) the quotient of (1) Unencumbered Net Revenue for the prior fiscal quarter (for Real Property Assets owned for the prior four (4) fiscal quarters), minus the Unencumbered Net Revenue attributable to each Unencumbered Property sold or otherwise disposed of during such most recently ended quarter, minus the Unencumbered Net Revenue from any Unencumbered Property acquired during the prior four (4) fiscal quarter period, *multiplied* by four, divided by (2) the Capitalization Rate plus (b) the acquisition cost of each Unencumbered Property acquired during the prior four (4) fiscal quarter period plus (c) the book value of unencumbered Qualified Mortgage Loans; provided, that when calculating the Unencumbered Asset Value, (i) the aggregate occupancy of all Unencumbered Properties contributing to the Unencumbered Asset Value, reported as of the last day of the most recently ended fiscal quarter period of the Borrower, shall be at least 78% of in-service beds and (ii) the aggregate amount of Qualified Mortgage Loans attributable to second mortgages or second deeds of trust added pursuant to clause (c) of this definition shall not exceed $250,000,000.

"Unencumbered Net Revenue" means, for any period, Net Revenue from all Unencumbered Properties.

"Unencumbered Property" means, for any Real Property Asset, the following criteria:

(a) to the best of Borrower's knowledge, does not have any title, survey, environmental, condemnation or condemnation proceedings, or other defects that would give rise to a materially adverse effect as to the value, use of or ability to sell or finance such property;

(b) is not subject to a Negative Pledge or encumbered by a mortgage, deed of trust, lien, pledge, encumbrance or other security interest, in each case, to secure Funded Debt**,** other than the Braswell Indebtedness;

(c) 100% owned in fee simple absolute or with a leasehold interest or similar arrangement providing the right to occupy Real Property Asset pursuant to an Eligible Ground Lease, in either case, by the Borrower or a direct or indirect Subsidiary of the Borrower;

(d) shall be located in the United States;

(e) is occupied or available for occupancy (subject to final tenant improvements);

(f) is leased to a third party Tenant and operated by a third party operator;

(g) the Tenant at such facility is not delinquent sixty (60) days or more in rent payments.

"Unencumbered Property Certificate" means a certificate signed by a Responsible Officer of the Borrower in a form to be agreed upon between the Administrative Agent and the Borrower in their reasonable discretion.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Internal Revenue Code for the applicable plan year.

"United States" or "U.S." means the United States of America.

"Unreimbursed Amount" has the meaning provided in Section 2.03(c)(i).

"Unrestricted Subsidiaries" means the "Unrestricted Subsidiaries" as such term is defined from time to time in the Senior Note Indentures; provided, that to the extent the Senior Note Indentures are, for any reason, all terminated, the term "Unrestricted Subsidiaries" shall, for the remainder of the term of this Agreement, have the meaning assigned to such term in the Senior Note Indentures immediately prior to the termination thereof.

"Wholly Owned" means, with respect to any direct or indirect Subsidiary of any Person, that 100% of the Capital Stock with ordinary voting power issued by such Subsidiary (other than directors' qualifying shares and investments by foreign nationals mandated by applicable Law) is beneficially owned, directly or indirectly, by such Person.

1.02 Interpretive Provisions.

With reference to this Credit Agreement and each other Credit Document, unless otherwise provided herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words “herein,” “hereto,” “hereof” and “hereunder” and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(ii) Unless otherwise provided or required by context, Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(iii) The term “including” is by way of example and not limitation.

(iv) The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(d) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Credit Agreement or any other Credit Document.

1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Credit Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements except as otherwise specifically prescribed herein.

(b) The Borrower will provide a written summary of material changes in GAAP or in the consistent application thereof with each annual and quarterly Compliance Certificate delivered in accordance with Section 6.02(a). If at any time any change in GAAP or in the consistent application thereof would affect the computation of any financial ratio or requirement set forth in any Credit Document, and either the Borrower or the Required Lenders shall object in writing to determining compliance based on such change, then such computations shall continue to be made on a basis consistent with the most recent financial statements delivered pursuant to Section 6.01(a) or (b) as to which no such objection has been made.

(c) Determinations of the calculation of and compliance with the financial covenants set forth in Section 6.12(d), (f) and (g) hereunder shall be made on a Pro Forma Basis.

1.04 Rounding.

Any financial ratios required to be maintained by the Borrower pursuant to this Credit Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 References to Agreements and Laws.

Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Credit Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Credit Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

1.06 Times of Day; Rates.

Unless otherwise provided, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "Eurodollar Rate" or with respect to any comparable or successor rate thereto.

1.07 Letter of Credit Amounts.

Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

ARTICLE II
COMMITMENTS AND EXTENSION OF CREDITS

2.01 Commitments.

Subject to the terms and conditions set forth herein:

(a) Revolving Loans. During the Revolving Commitment Period, each Revolving Lender severally agrees to make revolving credit loans (the "Revolving Loans") to the Borrower in Dollars on any Business Day; provided, that after giving effect to any such Revolving Loan, (i) with regard to the Revolving Lenders collectively, the aggregate outstanding principal amount of Revolving Obligations shall not exceed

ONE BILLION TWO HUNDRED FIFTY MILLION DOLLARS ($1,250,000,000), (as increased or decreased from time to time pursuant to this Credit Agreement, the "Aggregate Revolving Committed Amount") and (ii) with regard to each Revolving Lender individually, such Revolving Lender's Revolving Commitment Percentage of Revolving Obligations shall not exceed its respective Revolving Committed Amount. Revolving Loans may consist of Base Rate Loans, Eurodollar Loans, or a combination thereof, as provided herein, and may be repaid and reborrowed in accordance with the provisions hereof.

(b) Letters of Credit. During the Revolving Commitment Period, (i) the L/C Issuer, in reliance upon the commitments of the Revolving Lenders set forth herein, agrees (A) to issue Letters of Credit for the account of Borrower on any Business Day, (B) to amend or extend Letters of Credit previously issued hereunder, and (C) to honor drafts under Letters of Credit; and (ii) the Revolving Lenders severally agree to purchase from the L/C Issuer a participation interest in the Letters of Credit issued hereunder in an amount equal to such Revolving Lender's Revolving Commitment Percentage thereof; provided, that (A) the aggregate principal amount of L/C Obligations shall not exceed an amount equal to **TWENTY-FIVE MILLION DOLLARS ($25,000,000)** (as such amount may be adjusted in accordance with the provisions hereof, the "L/C Committed Amount"), (B) with regard to the Revolving Lenders collectively, the aggregate principal amount of Revolving Obligations shall not exceed the Aggregate Revolving Committed Amount and (C) with regard to each Revolving Lender individually, such Revolving Lender's Revolving Commitment Percentage of Revolving Obligations shall not exceed its respective Revolving Committed Amount. Subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(c) Swing Line Loans. During the Revolving Commitment Period, the Swing Line Lender may, in its discretion and in reliance upon the agreements of the other Lenders set forth in this Section 2.01(c) and Section 2.04, make revolving credit loans (the "Swing Line Loans") to the Borrower on any Business Day; provided, that (i) the aggregate principal amount of Swing Line Loans shall not exceed an amount equal to **ONE HUNDRED MILLION DOLLARS ($100,000,000)** (as such amount may be adjusted in accordance with the provisions hereof, the "Swing Line Committed Amount"), (ii) with respect to the Revolving Lenders collectively, the aggregate principal amount of Revolving Obligations shall not exceed the Aggregate Revolving Committed Amount and (iii) the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Swing Line Loans shall be Daily Floating Eurodollar Rate Loans, and may be repaid and reborrowed in accordance with the provisions hereof. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a participation interest in such Swing Line Loan in an amount equal to the product of such Revolving Lender's Revolving Commitment Percentage thereof. No Swing Line Loan shall remain outstanding for longer than five (5) Business Days. Notwithstanding anything herein to the contrary, the Swing Line Lender shall not be under any obligation to make any Swing Line Loan if any Revolving

Lender is at that time a Defaulting Lender, unless the Swing Line Lender has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the Swing Line Lender (in its sole discretion) with the Borrower or such Defaulting Lender to eliminate the Swing Line Lender's actual or potential Fronting Exposure (after giving effect to Section 2.15(a)(iv)) with respect to the Defaulting Lender arising from either the Swing Line Loan then proposed to be made or all Swing Line Loans as to which the Swing Line Lender has actual or potential Fronting Exposure, as it may elect in its sole discretion. The Swing Line Lender shall promptly notify the Borrower if it has suspended the availability of Swing Line Loans.

(d) Term Loans.

(i) Each Closing Date Term Loan Lender severally agrees to make term loans (each a " Closing Date Term Loan") to the Borrower in Dollars on the Closing Date; provided, that after giving effect to any such Closing Date Term Loan, (i) with regard to the Closing Date Term Loan Lenders collectively, the aggregate outstanding principal amount of Closing Date Term Loans shall not exceed **TWO HUNDRED MILLION DOLLARS ($200,000,000)**, and (ii) with regard to each Closing Date Term Loan Lender individually, such Closing Date Term Loan Lender's Closing Date Term Loan Commitment Percentage of outstanding Closing Date Term Loans shall not exceed its respective Closing Date Term Loan Commitment.

(ii) Each Acquisition Term Loan Lender severally agrees to make term loans (each an " Acquisition Term Loan") to the Borrower in Dollars on the First Amendment Effective Date; provided, that after giving effect to any such Acquisition Term Loan, (i) with regard to the Acquisition Term Loan Lenders collectively, the aggregate outstanding principal amount of Acquisition Term Loans shall not exceed **TWO HUNDRED MILLION DOLLARS ($200,000,000)**, and (ii) with regard to each Acquisition Term Loan Lender individually, such Acquisition Term Loan Lender's Acquisition Term Loan Commitment Percentage of outstanding Acquisition Term Loans shall not exceed its respective Acquisition Term Loan Commitment.

(iii) Term Loans may consist of Base Rate Loans, Eurodollar Loans, or a combination thereof, as provided herein. Term Loans may be repaid in whole or in part at any time but amounts repaid on the Term Loan may not be reborrowed.

(e) Increases of the Aggregate Revolving Commitments; Addition of Incremental Term Loan Facilities . The Borrower shall have the right, upon at least five (5) Business Days' prior written notice to the Administrative Agent, to increase the Aggregate Revolving Commitments (each such increase, an "Incremental Revolving Increase") or to add one or more tranches of term loans (each an " Incremental Term Loan Facility"; each Incremental Term Loan Facility and each Incremental Revolving Increase are collectively referred to as "Incremental Facilities"), provided that

(i) the aggregate principal amount of all Incremental Facilities incurred after the First Amendment Effective Date shall not exceed $250,000,000;

(ii) no Default or Event of Default shall exist on the effective date of any Incremental Facility or would exist after giving effect to any such Incremental Facility;

(iii) no existing Lender shall be under any obligation to provide any commitment to an Incremental Facility (an " Incremental Facility Commitment") and any such decision whether to provide an Incremental Facility Commitment shall be in such Lender's sole and absolute discretion;

(iv) each Incremental Facility Commitment shall be in a minimum principal amount of $5,000,000 and in integral multiples of $1,000,000 in excess thereof (or such lesser amounts as the Administrative Agent and the Borrower may agree);

(v) each Person providing an Incremental Facility Commitment shall qualify as an Eligible Assignee;

(vi) the Borrower shall deliver to the Administrative Agent:

(A) a certificate of each Credit Party dated as of the date of such increase signed by a Responsible Officer of such Credit Party certifying and attaching resolutions adopted by the board of directors or equivalent governing body of such Credit Party approving such Incremental Facility;

(B) a certificate of the Borrower dated as of the effective date of such Incremental Facility signed by a Responsible Officer of the Borrower certifying that, before and after giving effect to such Incremental Facility, (I) the representations and warranties of each Credit Party contained in Article V or any other Credit Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such increase, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and (II) no Default or Event of Default exists;

(C) any new or amended and restated Notes (to the extent requested by the Lenders) to reflect such Incremental Facilities;

(D) opinions of legal counsel to the Credit Parties, addressed to the Administrative Agent and each Lender (including each Person providing an Incremental Facility Commitment), dated as of the effective date of such Incremental Facility, in form and substance reasonably satisfactory to the Administrative Agent; and

(E) all fees required under any engagement letter due in connection with the syndication of the commitments to fund such Incremental Facility by the Arranger;

(vii) the Administrative Agent shall have received documentation from each Person providing an Incremental Facility Commitment evidencing its Incremental Facility Commitment and its obligations under this Agreement in form and substance reasonably acceptable to the Administrative Agent, including, without limitation a Lender Joinder Agreement substantially in the form of Exhibit G attached hereto or other arrangement reasonably acceptable to the Administrative Agent;

(viii) in the case of any Incremental Revolving Increase with respect to the Aggregate Revolving Commitments, (A) if any Revolving Loans are outstanding on the date of such increase, (I) each Lender providing such Incremental Revolving Increase shall make Revolving Loans, the proceeds of which shall be applied by the Administrative Agent to prepay the Revolving Loans of the existing Revolving Lenders, in an amount necessary such that after giving effect thereto the outstanding Revolving Loans are held ratably among all the Revolving Lenders and (II) the Borrower shall pay an amount required pursuant to Section 3.05 as a result of any such prepayment of Revolving Loans of existing Revolving Lenders and (B) such Incremental Revolving Increase shall be on the exact same terms and pursuant to the exact same documentation applicable to such existing Revolving Loans; and

(ix) in the case of an Incremental Term Loan Facility and subject to the requirements of clauses (e)(i) through (vii) above, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Borrower may, from time to time, request an increase to the Term Loan Commitments, or one or more additional term loan tranches. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the Lenders).

The Incremental Facility Commitments and credit extensions thereunder shall constitute Commitments and Obligations under, and shall be entitled to all the benefits afforded by, this Credit Agreement and the other Credit Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guaranty.

(f) If any amendment to this Credit Agreement is required to give effect to any addition of Incremental Facilities pursuant to and in accordance with Section 2.01(e), then such amendment shall be effective if executed by the Credit Parties, each Lender providing such Incremental Facility Commitment and the Administrative Agent (each such amendment is a "Commitment Increase Amendment").

2.02 Borrowings, Conversions and Continuations.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by (i) telephone or (ii) a Loan Notice. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) with respect to Eurodollar Loans, three (3) Business Days prior to, or (B) with respect to Base Rate Loans, on the requested date of, the requested date of any Borrowing, conversion or continuation. Each telephonic notice pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing, conversion or continuation shall be in a principal amount of (i) with respect to Eurodollar Loans, $1,000,000 or a whole multiple of $1,000,000 in excess thereof or (ii) with respect to Base Rate Loans, $500,000 or a whole multiple of $100,000 in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether the applicable request is with respect to Revolving Loans, Closing Date Term Loans or Acquisition Term Loans, (ii) whether such request is for a Borrowing, conversion, or continuation, (ii) the requested date of such Borrowing, conversion or continuation (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed, converted or continued, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Loans in any Loan Notice, but fails to specify an Interest Period, the Interest Period will be deemed to be one month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender, as applicable, of the amount of its Revolving Commitment Percentage, Closing Date Term Loan Commitment Percentage or Acquisition Term Loan Commitment Percentage of the applicable Loans, as the case may be, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Borrowing, each Lender, as applicable, shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Extension of Credit, Section 4.01), the Administrative Agent shall make all funds so received available to the party referenced in the applicable Loan Notice in like funds as received by the Administrative Agent either by (i) crediting the account of the applicable party on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however,

that if, on the date the Loan Notice with respect to such Borrowing is given by the Borrower, there are Swing Line Loans or L/C Borrowings outstanding, then the proceeds of such Borrowing shall be applied, first, to the payment in full of any such L/C Borrowings, second, to the payment in full of any such Swing Line Loans, and third, to the party identified in the applicable Loan Notice as provided above.

(c) Except as otherwise provided herein, without the consent of the Required Lenders, (i) a Eurodollar Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Loan and (ii) any conversion into, or continuation as, a Eurodollar Loan may be made only if the conditions to Extension of Credits in Section 4.02 have been satisfied. During the existence of a Default or Event of Default, (i) no Loan may be requested as, converted to or continued as a Eurodollar Loan and (ii) at the request of the Required Lenders, any outstanding Eurodollar Loan shall be converted immediately to a Base Rate Loan.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Loans upon determination of such interest rate. The determination of the Eurodollar Rate by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to Loans.

2.03 Additional Provisions with respect to Letters of Credit.

(a) Obligation to Issue or Amend.

(i) The L/C Issuer shall not issue any Letter of Credit if:

(A) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer; or

(B) such Letter of Credit is in an initial amount less than $50,000, is to be denominated in a currency other than Dollars or is not a standby letter of credit.

(ii) The L/C Issuer shall be under no obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over

the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense that was not applicable on the Closing Date and that the L/C Issuer in good faith deems material to it;

(B) the expiry date of such requested Letter of Credit would occur more than twelve (12) months after the date of issuance or last renewal, unless the Required Revolving Lenders have approved such expiry date;

(C) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Lenders have approved such expiry date;

(D) one or more applicable conditions contained in Section 4.02 shall not then be satisfied and the L/C Issuer shall have received written notice thereof from any Revolving Lender or any Credit Party at least one Business Day prior to the requested date of issuance of such Letter of Credit;

(E) any Revolving Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrower or such Revolving Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.15(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(F) the Revolving Commitments have been terminated pursuant to Article VIII.

(iii) The L/C Issuer shall be under no obligation to amend any Letter of Credit if:

(A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof; or

(B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(iv) The L/C Issuer shall not amend any Letter of Credit if:

(A) one or more applicable conditions contained in Section 4.02 shall not then be satisfied and the L/C Issuer shall have received written notice thereof from any Revolving Lender or any Credit Party at least one Business Day prior to the requested date of amendment of such Letter of Credit; or

(B) the Revolving Commitments have been terminated pursuant to Article VIII.

(b) Procedures for Issuance and Amendment.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the L/C Issuer, by personal delivery or by any other means acceptable to the L/C Issuer. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as the L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the L/C Issuer may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Upon receipt by the L/C Issuer of confirmation from the Administrative Agent that the requested issuance or amendment is permitted in accordance with the terms hereof, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a

Letter of Credit for the account of the applicable Person or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Lender's Revolving Commitment Percentage of such Letter of Credit.

(iii) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations .

(i) Upon any drawing under any Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Revolving Lender's Revolving Commitment Percentage thereof. In such event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, the amount of the unutilized portion of the Aggregate Revolving Commitments or the conditions set forth in Section 4.02. Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided, that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender (including the Revolving Lender acting as L/C Issuer) shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Revolving Commitment Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Lender that so makes funds available shall be deemed to have made a Revolving Loan that is a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans for any reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Revolving Lender's Revolving Commitment Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any set-off, counterclaim, recoupment, defense or other right that such Revolving Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default or Event of Default, (C) non-compliance with the conditions set forth in Section 4.02, or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing. No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), the L/C Issuer shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the Federal Funds Rate from time to time in effect. A certificate of the L/C Issuer submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Lender such Revolving

Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from a Credit Party or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Revolving Lender its Revolving Commitment Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Revolving Commitment Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect.

(e) Obligations Absolute. The obligations of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Credit Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Credit Agreement, any other Credit Document or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, set-off, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Credit Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of

Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower;

(vi) waiver by the L/C Issuer of any requirement that exists for the L/C Issuer's protection and not the protection of the Borrower or any waiver by the L/C Issuer which does not in fact materially prejudice the Borrower; or

(vii) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Revolving Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, any Agent-Related Person nor any of the correspondents, participants or assignees of the L/C Issuer shall be liable to any Revolving Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower from pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay

under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) [Reserved].

(h) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, the rules of the ISP shall apply to each Letter of Credit. Notwithstanding the foregoing, the L/C Issuer shall not be responsible to the Borrower for, and the L/C Issuer's rights and remedies against the Borrower shall not be impaired by, any action or inaction of the L/C Issuer required or permitted under any Laws, order or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the law or any order of a jurisdiction where the L/C Issuer or the beneficiary is located, the practice stated in the ISP or the UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade – International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law and Practice, whether or not any Letter of Credit chooses such law or practice.

(i) Letter of Credit Fees. The Borrower shall pay Letter of Credit fees as set forth in Section 2.09.

(j) Conflict with Letter of Credit Application. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

2.04 Additional Provisions with respect to Swing Line Loans.

(a) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by (i) telephone or (ii) a Loan Notice. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (A) the amount to be borrowed, which shall be a minimum of $100,000, and (B) the requested borrowing date, which shall be a Business Day. Each telephonic notice pursuant to this Section 2.04(a) must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Loan Notice, appropriately completed and signed by a

Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Revolving Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (1) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in this Article II, or (2) that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Loan Notice, make the amount of its Swing Line Loan available to the Borrower by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(b) Refinancing.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Revolving Lender make a Revolving Loan that is a Base Rate Loan in an amount equal to such Revolving Lender's Revolving Commitment Percentage of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, the unutilized portion of the Revolving Commitments or the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Lender shall make an amount equal to its Revolving Commitment Percentage of the amount specified in such Loan Notice available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 2:00 p.m. on the day specified in such Loan Notice, whereupon, subject to Section 2.04(b)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Revolving Loan that is a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing of Revolving Loans in accordance with Section 2.04(b)(i), the request for Revolving Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(b)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(b) by the time specified in Section 2.04(b)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the Federal Funds Rate from time to time in effect. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(b) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any set-off, counterclaim, recoupment, defense or other right that such Revolving Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or Event of Default, (C) non-compliance with the conditions set forth in Section 4.02, or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing. No such purchase or funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(c) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Lender its Revolving Commitment Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Lender shall pay to the Swing Line Lender its Revolving Commitment Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender.

(d) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower (by delivery of an invoice or other notice to the Borrower) for interest on the Swing Line Loans. Until each Revolving Lender funds its Revolving Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Lender's Revolving Commitment Percentage of any Swing Line Loan, interest in respect thereof shall be solely for the account of the Swing Line Lender.

(e) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Repayment of Loans.

(a) Revolving Loans. The Borrower shall repay to the Revolving Lenders on the Revolving Loan Maturity Date the aggregate principal amount of Revolving Loans outstanding on such date.

(b) Swing Line Loans. The Borrower shall repay each Swing Line Loan on the earliest to occur of (i) the date five (5) Business Days after such Loan is made and (ii) the Revolving Loan Maturity Date.

(c) Closing Date Term Loans. The Borrower shall repay to the Closing Date Term Loan Lenders on the Closing Date Term Loan Maturity Date the aggregate principal amount of Closing Date Term Loans outstanding on such date.

(d) Acquisition Term Loans. The Borrower shall repay to the Acquisition Term Loan Lenders on the Acquisition Term Loan Maturity Date the aggregate principal amount of Acquisition Term Loans outstanding on such date.

2.06 Prepayments.

(a) Voluntary Prepayments. The Loans may be repaid in whole or in part without premium or penalty (except, in the case of Loans other than Base Rate Loans, amounts payable pursuant to Section 3.05); provided, that (i) notice thereof must be in form acceptable to the Administrative Agent and be received by 11:00 a.m. by the Administrative Agent (A) at least three (3) Business Days prior to the date of prepayment of Eurodollar Loans, and (B) on the Business Day prior to the date of prepayment of Base Rate Loans, and (ii) any such prepayment shall be in a minimum principal amount of $1,000,000 and integral multiples of $1,000,000 in excess thereof, in the case of Eurodollar Loans, and a minimum principal amount of $500,000 and integral multiples of $100,000 in excess thereof, in the case of Base Rate Loans, or, in each case, the entire principal amount thereof, if less. Each such notice of voluntary repayment hereunder shall be irrevocable and shall specify the date and amount of prepayment and the Loans and Types of Loans which are to be prepaid. The Administrative Agent will give prompt notice to the applicable Lenders of any prepayment on the Loans and the Lender's interest therein. Prepayments of Eurodollar Loans hereunder shall be accompanied by accrued interest thereon and breakage amounts, if any, under Section 3.05.

(b) Mandatory Prepayments. If at any time (A) the Outstanding Amount of Revolving Obligations shall exceed the Aggregate Revolving Committed Amount, (B) the Outstanding Amount of L/C Obligations shall exceed the L/C Committed Amount, (C) the Outstanding Amount of Swing Line Loans shall exceed the Swing Line Committed Amount, immediate prepayment will be made on the Revolving Loans, Swing Line Loans and/or to provide Cash Collateral to the L/C Obligations in an amount equal to such excess; provided, however, that Cash Collateral will not be provided to the L/C Obligations hereunder until the Revolving Loans and Swing Line Loans have been paid in full.

(c) Application. Within each Loan, prepayments will be applied first to Base Rate Loans, then to Eurodollar Loans in direct order of Interest Period maturities. In addition:

(i) Voluntary Prepayments. Voluntary prepayments shall be applied as specified by the Borrower. Voluntary prepayments on the Revolving Obligations and on the Term Loans will be paid by the Administrative Agent to the Revolving Lenders and the Term Loan Lenders, as the case may be, ratably in accordance with their respective interests therein.

(ii) Mandatory Prepayments. Mandatory prepayments on the Revolving Obligations will be paid by the Administrative Agent to the Revolving Lenders ratably in accordance with their respective interests therein; provided, that mandatory prepayments in respect of the Revolving Commitments under subsection (b) above shall be applied to the respective Revolving Obligations as appropriate.

2.07 Termination or Reduction of Commitments.

The Revolving Commitments and the Term Loan Commitments hereunder may be permanently reduced in whole or in part by notice from the Borrower to the Administrative Agent; provided, that (i) any such notice thereof must be received by 11:00 a.m. at least five (5) Business Days prior to the date of reduction or termination and any such prepayment shall be in a minimum principal amount of $5,000,000 and integral multiples of $1,000,000 in excess thereof; and (ii) the Revolving Commitments may not be reduced to an amount less than the Revolving Obligations then outstanding. The Administrative Agent will give prompt notice to the Lenders, as the case may be, of any such reduction in Revolving Commitments and/or Term Loan Commitments. Any reduction of the Revolving Commitments and/or Term Loan Commitments shall be applied to the respective Commitment of each such Lender according to its Revolving Commitment Percentage and/or Term Loan Commitment Percentage thereof. All commitment or other fees accrued until the effective date of any termination of the Commitments shall be paid on the effective date of such termination.

2.08 Interest.

(a) Subject to the provisions of subsection (b) below, (i) each Eurodollar Loan (other than Swing Line Loans) shall bear interest on the outstanding principal

amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate; (ii) each Loan that is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Daily Floating Eurodollar Rate plus the Applicable Rate for Revolving Loans which are Eurodollar Loans.

(b) If any amount payable by the Borrower under any Credit Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law. Furthermore, upon the written request of the Required Lenders, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees.

(a) [Reserved.]

(b) Facility Fee. From and after the Closing Date, the Borrower agrees to pay to the Administrative Agent for the ratable benefit of the Revolving Lenders, a facility fee at a per annum rate equal to the Applicable Rate times the actual daily amount of the Aggregate Revolving Committed Amount (as such amount may be reduced pursuant to Section 2.07 above), regardless of usage, or, if the Aggregate Revolving Commitments have terminated, on the outstanding amount of all Revolving Loans, Swing Line Loans and L/C Obligations, (the "Facility Fee" and collectively, for all the Revolving Lenders, the "Facility Fees"). To the extent applicable, the Facility Fee shall accrue at all times during the Revolving Commitment Period (and thereafter so long as Revolving Obligations shall remain outstanding), including periods during which the conditions to Extensions of Credit in Section 4.02 may not be met, and shall be payable quarterly in arrears on the last day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the Revolving Loan Maturity Date (and, if applicable, thereafter on demand); provided, that, pursuant to Section 2.15(a)(iii), (i) no Facility Fee shall accrue on the Revolving Commitment of a Defaulting Lender so long as such Revolving Lender shall be a Defaulting Lender and (ii) any Facility Fee accrued with respect to the Revolving

Commitment of a Defaulting Lender during the period prior to the time such Revolving Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Revolving Lender shall be a Defaulting Lender. The Administrative Agent shall distribute the Facility Fee to the Revolving Lenders pro rata in accordance with the respective Revolving Commitments of the Revolving Lenders.

(c) Upfront and Other Fees. The Borrower agrees to pay to the Administrative Agent for the benefit of the Lenders the upfront and other fees provided in the Engagement Letter.

(d) Letter of Credit Fees.

(i) Letter of Credit Fee. In consideration of the L/C Commitment hereunder, the Borrower agrees to pay to the Administrative Agent for the ratable benefit of the Revolving Lenders an annual fee (the "Letter of Credit Fee") with respect to each Letter of Credit issued hereunder equal to (A) the Applicable Rate per annum multiplied by (B) the average daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letters of Credit) from the date of issuance to the date of expiration. The Letter of Credit Fee shall be computed on a quarterly basis in arrears and shall be payable quarterly in arrears on the first Business Day after the end of each March, June, September and December, commencing on the first such date to occur after the Closing Date, and on the Letter of Credit Expiration Date (and, if applicable, thereafter on demand); provided, however, any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to Section 2.03 shall be payable, to the maximum extent permitted by applicable Law, to the other Revolving Lenders in accordance with the upward adjustments in their respective Revolving Commitment Percentage allocable to such Letter of Credit pursuant to Section 2.15(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account.

(ii) L/C Issuer Fees. In addition to the Letter of Credit Fee, the Borrower agrees to pay to the L/C Issuer for its own account without sharing by the other Revolving Lenders (A) with the issuance of each such Letter of Credit, a fronting fee of one eighth of one percent (0.125%) per annum on the maximum amount available to be drawn under Letters of Credit issued by it from the date of issuance to the date of expiration, and (B) upon the issuance, amendment, negotiation, transfer and/or conversion of any Letters of Credit or any other action or circumstance requiring administrative action on the part of the L/C Issuer with respect thereto, customary charges of the L/C Issuer with respect thereto (collectively, the "L/C Issuer Fees").

(e) Administrative Agent's Fees. The Borrower agrees to pay the Administrative Agent such fees as provided in the Engagement Letter or as may be otherwise agreed by the Administrative Agent and the Borrower from time to time.

(f) Other Fees.

(i) The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Engagement Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees.

All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided, that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day.

2.11 Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Revolving Commitment Percentage, Acquisition Term Loan Commitment Percentage or Closing Date Term Loan Commitment Percentage, as applicable (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the immediately succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) Subject to the definition of "Interest Period," if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date (or in the case of any Base Rate Loan, prior to 12:00 (Noon) on the date of such Borrowing) any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be,

will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower fails to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the Federal Funds Rate from time to time in effect; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the Federal Funds Rate from time to time in effect. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights that the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (c) shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Extension of Credit set forth in Section 4.02 are not satisfied or waived in accordance with the terms hereof or for any other reason, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Term Loan Lenders hereunder to make Term Loans and of the Revolving Lenders hereunder to make Revolving Loans and to fund participations in Letters of Credit and Swing Line Loans are several and not joint. The

failure of any Lender to make any Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, nor relieve Borrower from any obligations hereunder to the Lenders which fulfill such obligations and no Lender shall be responsible for the failure of any other Lender to so make its Loan or purchase its participation.

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(g) If at any time insufficient funds are received by or are available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward costs and expenses (including Attorney Costs and amounts payable under Article III) incurred by the Administrative Agent and each Lender, (ii) second, toward repayment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (iii) third, toward repayment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

2.12 Sharing of Payments.

If any Lender shall obtain on account of the Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it (excluding any amounts applied by the Swing Line Lender to outstanding Swing Line Loans and excluding any amounts received by the L/C Issuer and/or Swing Line Lender to secure the obligations of a Defaulting Lender to fund risk participations hereunder), any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise, but excluding any payments made to a Lender in error by the Administrative Agent (which such payments shall be returned by the Lender to the Administrative Agent immediately upon such Lender's obtaining knowledge that such payment was made in error)) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them and/or such subparticipations in the participations in L/C Obligations or Swing Line Loans held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided, however, that (i) if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (A) the amount of such paying Lender's required repayment to (B) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon and (ii) the provisions of this Section shall

not be construed to apply to (A) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (B) the application of Cash Collateral provided for in Section 2.14, or (C) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to any Credit Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Credit Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

2.13 Evidence of Debt.

(a) The Extension of Credits made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Extension of Credits made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. The Borrower shall execute and deliver to the Administrative Agent a Note for each Lender, requesting a Note, which Note shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in subsection (a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.14 Cash Collateral.

(a) Certain Credit Support Events. Upon the request of the Administrative Agent or the L/C Issuer (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the L/C Cash Collateralization Date, any L/C Obligation remains outstanding, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans in the amount of the then Outstanding Amount of all L/C Obligations (determined as of the date of such L/C Borrowing or the L/C Cash Collateralization Date, as the case may be) and to the extent of unavailability of Base Rate Loans, the Borrower shall immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. In the event that the Borrower is deemed to have requested a Borrowing of Base Rate Loans on the L/C Cash Collateralization Date, the Borrower hereby authorizes the L/C Issuer and the Administrative Agent to deposit the proceeds of such borrowing directly into a deposit account with the Administrative Agent in order the Cash Collateralize the L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent, the L/C Issuer or the Swing Line Lender, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to Section 2.15(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America. The Borrower, and to the extent provided by any Revolving Lender, such Revolving Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Revolving Lenders (including the Swing Line Lender), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.14(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrower or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.14 or Sections 2.03, 2.04, 2.06, 2.15 or 8.02 in respect of Letters of Credit or Swing Line Loans shall be held and applied to the satisfaction of the specific L/C Obligations, Swing Line Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i)

the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Revolving Lender (or, as appropriate, its assignee following compliance with Section 11.07(b))) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided, however, (x) that Cash Collateral furnished by or on behalf of a Credit Party shall not be released during the continuance of a Default or Event of Default (and following application as provided in this Section 2.14 may be otherwise applied in accordance with Section 8.03), and (y) the Person providing Cash Collateral and the L/C Issuer or Swing Line Lender, as applicable, may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.15 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "Required Lenders" and "Required Revolving Lenders" and Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.09 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, in the case of a Defaulting Lender that is a Revolving Lender, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the L/C Issuer or Swing Line Lender hereunder; *third*, in the case of a Defaulting Lender that is a Revolving Lender, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.14; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, in the case of a Defaulting Lender that is a Revolving Lender, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.14; *sixth*, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swing Line Lender as a result of

any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or the Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Commitments hereunder without giving effect to Section 2.15(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.15(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) Each Defaulting Lender shall not be entitled to receive fees payable under Section 2.09(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to each such Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.14.

(C) With respect to any fee payable under Section 2.09 or any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swing Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to the L/C Issuer and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to

the extent allocable to such L/C Issuer's or Swing Line Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. In the case of a Defaulting Lender that is a Revolving Lender, all or any part of such Defaulting Lender's participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders that are Revolving Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in Section 4.02 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the Applicable Percentage of Revolving Obligations of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Line Loans. If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under applicable Law, (x) first, prepay Swing Line Loans in an amount equal to the Swing Line Lenders' Fronting Exposure and (y) second, Cash Collateralize the L/C Issuers' Fronting Exposure in accordance with the procedures set forth in Section 2.14.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Swing Line Lender and the L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.15(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.16 Extension of Revolving Loan Maturity Date.

(a) Requests for Extension. The Borrower may, at its option, on a one-time basis, by notice to the Administrative Agent (who shall promptly notify the Revolving Lenders) not earlier than one hundred twenty (120) days and not later than thirty (30) days prior to the initial Revolving Loan Maturity Date (the date of such notice, the "Extension Request Date"), elect to extend the Revolving Loan Maturity Date for an additional year from the Revolving Loan Maturity Date then in effect hereunder.

(b) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Revolving Loan Maturity Date pursuant to this Section shall not be effective unless:

(i) no Default or Event of Default exists on the Extension Request Date and the date of such extension;

(ii) the representations and warranties of the Credit Parties contained in this Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the Extension Request Date and the date of such extension, other than those representations and warranties which specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date; provided, for purposes of this Section 2.16, the representations and warranties contained in Subsections (a) and (b) of Section 5.01 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01;

(iii) the Administrative Agent shall have received, for the benefit of the Revolving Lenders (to be allocated on a pro rata basis after giving effect to such extension) from the Borrower an extension fee in aggregate amount equal to 0.15% of the Aggregate Revolving Commitments on the date of such extension.

(c) Conflicting Provisions. This Section shall supersede any provisions in Section 10.01 to the contrary.

2.17 Extension of Acquisition Term Loan Maturity Date.

(a) Requests for Extension. The Borrower may, at its option, by notice to the Administrative Agent (who shall promptly notify the Acquisition Term Loan Lenders) not earlier than one hundred twenty (120) days and not later than thirty (30) days prior to the then applicable Acquisition Term Loan Maturity Date (the date of such notice, the "Acquisition Term Loan Extension Request Date"), elect to extend the Acquisition Term Loan Maturity Date twice, the first extension until June 27, 2018 and the second extension until June 27, 2019.

(b) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Acquisition Term Loan Maturity Date pursuant to this Section shall not be effective unless:

(i) no Default or Event of Default exists on the Acquisition Term Loan Extension Request Date and the date of such extension;

(ii) the representations and warranties of the Credit Parties contained in this Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the Acquisition Term Loan Extension Request Date and the date of such extension, other than those representations and warranties which specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date; provided, for purposes of this Section 2.17, the representations and warranties contained in Subsection (a) of Section 5.01 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01;

(iii) the Administrative Agent shall have received, for the benefit of the Acquisition Term Loan Lenders (to be allocated on a pro rata basis after giving effect to such extension) from the Borrower (A) in the case of the first extension of the Acquisition Term Loan Maturity Date, an extension fee in aggregate amount equal to 0.10% of the outstanding principal amount of the Acquisition Term Loan on the date of such extension and (B) in the case of the second extension of the Acquisition Term Loan Maturity Date, an extension fee in aggregate amount equal to 0.20% of the outstanding principal amount of the Acquisition Term Loan on the date of such extension.

(c) Conflicting Provisions. This Section shall supersede any provisions in Section 10.01 to the contrary.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) (i) Any and all payments by any Credit Party to or for the account of the Administrative Agent or any Lender under any Credit Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities with respect thereto, excluding, in the case of the Administrative Agent and each Lender, taxes imposed on or measured by its overall net income, and franchise and excise taxes imposed on it (in lieu of net income taxes), as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent's or such Lender's having executed, delivered or performed its obligations or received a payment under, or enforced, this Credit Agreement or any other Credit Document) (all such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "Taxes").

(ii) If any Credit Party or the Administrative Agent shall be required by the Internal Revenue Code to withhold or deduct any taxes, including both United States Federal backup withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant taxation authority in accordance with the Internal Revenue Code, and (C) to the extent that the withholding or deduction is made on account of Taxes, the sum payable by the applicable Credit Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Credit Party or the Administrative Agent shall be required by any Laws other than the Internal Revenue Code to deduct any Taxes from or in respect of any sum payable under any Credit Document to the Administrative Agent or any Lender, (A) the sum payable by the applicable Credit Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section), each of the Administrative Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (B) such Credit Party or the Administrative Agent shall make such deductions, (C) such Credit Party or the Administrative Agent shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (D) within thirty (30) days after the date of such payment, such Credit Party shall furnish to the Administrative Agent (which shall forward the same to such Lender) the original or a certified copy of a receipt evidencing payment thereof.

(b) In addition, the Borrower agrees to pay any and all present or future stamp, court or documentary taxes or charges or similar levies which arise from any payment made under any Credit Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Credit Document (hereinafter referred to as "Other Taxes"). For the avoidance of doubt, "Other Taxes" shall not include any taxes assessed on the net or gross income of a taxpayer, regardless of whether such taxes are designated excise or property taxes.

(c) (i) If the Borrower shall be required to deduct or pay any Taxes or Other Taxes from or in respect of any sum payable under any Credit Document to the Administrative Agent or any Lender, the Borrower shall also pay to the Administrative Agent or to such Lender, as the case may be, at the time interest is paid, such additional amount that the Administrative Agent or such Lender specifies is necessary to preserve the after-tax yield (after factoring in all taxes, including taxes imposed on or measured by net income) that the Administrative Agent or such Lender would have received if such Taxes or Other Taxes had not been imposed.

(ii) Each Lender shall, and does hereby, severally indemnify, and shall make payment in respect thereof within ten (10) days after demand therefore, (x) the Administrative Agent against any Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Credit Parties to do so) and (y) the Administrative Agent and the Credit Parties, as applicable, against any taxes excluded from the definition of Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or a Credit Party in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto whether or not such taxes were correctly or legally imposed or asserted by the relevant taxation authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Credit Document against any amount due to the Administrative Agent under this clause (ii).

(d) The Borrower agrees to indemnify the Administrative Agent and each Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section) that are paid by the Administrative Agent and such Lender and that are the responsibility of the Borrower, (ii) amounts payable under Section 3.01(c) and (iii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each of the Credit Parties agree, jointly and severally, to indemnify the Administrative Agent for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to Section 3.01(c)(ii) above. Payment under this subsection (d) shall be made within thirty (30) days after the date the Lender or the Administrative Agent makes a written demand therefor.

(e) For purposes of determining withholding Taxes imposed under the FATCA, from and after the First Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

3.02 Illegality.

If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurodollar Loans, or to determine or charge interest rates based upon the Eurodollar Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurodollar Loans or to convert Base Rate Loans to Eurodollar Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Loans

of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.03 Inability to Determine Rates.

If the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Loan, or that the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Cost and Reduced Return; Capital Adequacy; Reserves on Eurodollar Loans .

(a) If any Lender determines that as a result of any Change in Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining Eurodollar Loans or (as the case may be) issuing or participating in Letters of Credit, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this subsection (a) any such increased costs or reduction in amount resulting from (i) Taxes or Other Taxes (as to which Section 3.01 shall govern), (ii) changes in the basis of taxation of overall net income or overall gross income by the United States or any foreign jurisdiction or any political subdivision of either thereof under the Laws of which such Lender is organized or has its Lending Office, and (iii) reserve requirements contemplated by Section 3.04(c)), then from time to time upon demand of such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that any Change in Law regarding capital adequacy or liquidity requirements, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies (and the policies of such Lender's holding company) with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender (with a copy of such

demand to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction.

(c) The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan; provided, the Borrower shall have received at least fifteen (15) days' prior written notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest shall be due and payable fifteen (15) days from receipt of such notice.

3.05 Funding Losses.

Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.16;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Loan made by it at the Eurodollar Rate used in determining the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Loan was in fact so funded.

3.06 Matters Applicable to all Requests for Compensation.

(a) A certificate of the Administrative Agent or any Lender claiming compensation under this Article III and setting forth the additional amount or amounts to

be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods.

(b) Upon any Lender's making a claim for compensation under Section 3.01 or 3.04, the Borrower may replace such Lender in accordance with Section 10.16.

3.07 Survival.

All of the Borrower's obligations under this Article III shall survive termination of the Commitments and repayment of all other Obligations hereunder.

ARTICLE IV
CONDITIONS PRECEDENT TO EXTENSION OF CREDITS

The obligation of each Lender to make Extensions of Credit hereunder is subject to satisfaction of the following conditions precedent:

4.01 Conditions to Initial Extensions of Credit.

The obligation of the Lenders to make the initial Extension of Credit hereunder is subject to the satisfaction of such of the following conditions in all material respects on or prior to the Closing Date as shall not have been expressly waived in writing by the Administrative Agent and Lenders.

(a) Credit Documents, Organization Documents, Etc. The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Credit Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent:

(i) executed counterparts of this Credit Agreement and the other Credit Documents;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) copies of the Organization Documents of each Credit Party (not included in (iv) below) certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such Credit Party to be true and correct as of the Closing Date;

(iv) with respect to the Credit Parties that were credit parties or subsidiary guarantors under the Existing Credit Facility, a certificate by a secretary or assistant secretary of such Credit Parties that the Organization

Documents delivered to the Administrative Agent in connection with the Existing Credit Facility are still in full force and effect and have not been amended, restated, replaced or otherwise modified since the closing of the Existing Credit Facility;

(v) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Credit Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Credit Agreement and the other Credit Documents to which such Credit Party is a party; and

(vi) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Credit Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in the jurisdiction of their incorporation or organization.

(b) Opinions of Counsel. The Administrative Agent shall have received, in each case dated as of the Closing Date and in form and substance reasonably satisfactory to the Administrative Agent a legal opinion of (i) Kaye Scholer LLP, special New York and Delaware counsel for the Credit Parties and (ii) special local counsel for the Credit Parties for the states of Maryland and Ohio, in each case addressed to the Administrative Agent, its counsel and the Lenders.

(c) Officer's Certificates. The Administrative Agent shall have received a certificate or certificates executed by a Responsible Officer of the Borrower as of the Closing Date, in a form satisfactory to the Administrative Agent, stating that (i) each Credit Party is in compliance with all existing financial obligations (whether pursuant to the terms and conditions of this Credit Agreement or otherwise), (ii) all governmental, shareholder and third party consents and approvals, if any, with respect to the Credit Documents and the transactions contemplated thereby have been obtained, (iii) no action, suit, investigation or proceeding is pending or threatened in any court or before any arbitrator or governmental instrumentality that purports to affect any Consolidated Party or any transaction contemplated by the Credit Documents, if such action, suit, investigation or proceeding could have a Material Adverse Effect, (iv) immediately prior to and following the transactions contemplated herein, each of the Credit Parties shall be Solvent, and (v) immediately after the execution of this Credit Agreement and the other Credit Documents, (A) no Default or Event of Default exists and (B) all representations and warranties contained herein and in the other Credit Documents are true and correct in all material respects.

(d) Financial Statements. Receipt by the Administrative Agent and the Lenders of (i) pro forma projections of financial statements (balance sheet, income and cash flows) for each of the fiscal years of the Consolidated Parties through December 31, 2018 and (ii) such other information relating to the Consolidated Parties as the Administrative Agent may reasonably require in connection with the structuring and syndication of credit facilities of the type described herein.

(e) Opening Compliance Certificate. Receipt by the Administrative Agent of a Compliance Certificate as of the Closing Date signed by a Responsible Officer of the Borrower and including (i) pro forma calculations for the current fiscal quarter based on the amounts set forth in the unaudited financial statements for the fiscal quarter ending March 31, 2014 and taking into account any Extension of Credit made or requested hereunder as of such date and (ii) pro forma calculations of all financial covenants contained herein for each of the following four (4) fiscal quarters (based on the projections set forth in the materials delivered pursuant to clause (d) of this Section 4.01).

(f) Unencumbered Property Certificate. Receipt by the Administrative Agent of an Unencumbered Property Certificate as of the Closing Date signed by a Responsible Officer of the Borrower.

(g) Consents/Approvals. The Credit Parties shall have received all approvals, consents and waivers, and shall have made or given all necessary filings and notices as shall be required to consummate the transactions contemplated hereby without the occurrence of any default under, conflict with or violation of (i) any applicable Law or (ii) any agreement, document or instrument to which any Credit Party is a party or by which any of them or their respective properties is bound, except for such approvals, consents, waivers, filings and notices the receipt, making or giving of which would not reasonably be likely to (A) have a Material Adverse Effect, or (B) restrain or enjoin, impose materially burdensome conditions on, or otherwise materially and adversely affect the ability of the Borrower or any other Credit Party to fulfill its respective obligations under the Credit Documents to which it is a party.

(h) Material Adverse Change. No material adverse change shall have occurred since December 31, 2013 in the condition (financial or otherwise), business, assets, operations, management or prospects of the Borrower and its Consolidated Subsidiaries, taken as a whole.

(i) Litigation. There shall not exist any pending or threatened action, suit, investigation or proceeding against any Credit Party or any of their Affiliates that could reasonably be expected to have a Material Adverse Effect or could otherwise materially and adversely affect the transactions set forth herein or contemplated hereby.

(j) Repayment of Existing Credit Facility. Receipt by the Administrative Agent of satisfactory evidence that the Existing Credit Facility has been simultaneously repaid in full and terminated.

(k) Fees and Expenses. Payment by the Credit Parties to the Administrative Agent of all fees and expenses relating to the preparation, execution and delivery of this Credit Agreement and the other Credit Documents which are due and payable on the Closing Date, including, without limitation, payment to the Administrative Agent of the fees set forth in the Engagement Letter.

Without limiting the generality of the provisions of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has

signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to Extensions of Credit.

The obligation of any Lender to make any Extension of Credit hereunder is subject to the satisfaction of such of the following conditions on or prior to the proposed date of the making of such Extension of Credit:

(a) The Administrative Agent shall receive the applicable Request for Extension of Credit and the conditions set forth in Section 4.01 for the initial Extension of Credit shall have been met as of the Closing Date;

(b) No Default shall have occurred and be continuing immediately before the making of such Extension of Credit and no Default shall exist immediately thereafter;

(c) The representations and warranties of the Borrower made in or pursuant to the Credit Documents shall be true in all material respects on and as of the date of such Extension of Credit;

(d) (i) Immediately following the making of such Extension of Credit the sum of the outstanding principal balance of the Revolving Obligations shall not exceed the Aggregate Revolving Committed Amount and (ii) with respect to Term Loans, the amount of such requested Extension of Credit shall not exceed the aggregate available Term Loan Commitments.

The making of such Extension of Credit hereunder shall be deemed to be a representation and warranty by the Borrower on the date thereof as to the facts specified in clauses (b), (c), and (d) of this Section.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

The Credit Parties represent and warrant, as applicable, to the Administrative Agent and the Lenders that:

5.01 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Consolidated Parties as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Consolidated Parties as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) [Reserved].

(c) During the period from December 31, 2013, to and including the Closing Date, there has been no sale, transfer or other disposition by any Consolidated Party of any material part of the business or Property of the Consolidated Parties, taken as a whole, and no purchase or other acquisition by any of them of any business or property (including any Capital Stock of any other Person) material in relation to the consolidated financial condition of the Consolidated Parties, taken as a whole, in each case, which is not reflected in the foregoing financial statements or in the notes thereto and has not otherwise been disclosed in writing to the Lenders on or prior to the Closing Date.

(d) The financial statements delivered pursuant to Section 6.01(a) and (b) have been prepared in accordance with GAAP (except as may otherwise be permitted under Section 6.01(a) and (b)) and present fairly (on the basis disclosed in the footnotes to such financial statements) the consolidated financial condition, results of operations and cash flows of the Consolidated Parties as of such date and for such periods.

(e) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.02 Corporate Existence and Power.

Each of the Credit Parties is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, has all organizational powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and is duly qualified as a foreign entity and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, other than in such jurisdictions where the failure to be so qualified and in good standing would not, in the aggregate, have a Material Adverse Effect.

5.03 Corporate and Governmental Authorization; No Contravention.

The execution, delivery and performance by each Credit Party of each Credit Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, (i) any Contractual Obligation to which such Person is a party or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law (including Regulation U or Regulation X issued by the FRB).

5.04 Binding Effect.

This Credit Agreement has been, and each other Credit Document, when delivered hereunder, will have been, duly executed and delivered by each Credit Party that is a party thereto. This Credit Agreement constitutes, and each other Credit Document when so delivered

will constitute, a legal, valid and binding obligation of such Credit Party, enforceable against each Credit Party that is a party thereto in accordance with its terms except as enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.05 Litigation.

There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Responsible Officers of the Credit Parties, threatened at law, in equity, in arbitration or before any Governmental Authority, by or against any Credit Party or against any of its properties or revenues that (a) purport to affect or pertain to this Credit Agreement or any other Credit Document, or any of the transactions contemplated hereby or (b) either individually or in the aggregate, can reasonably be expected to be determined adversely, and if so determined to have a Material Adverse Effect.

5.06 Compliance with ERISA.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Internal Revenue Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Responsible Officers of the Credit Parties, nothing has occurred which would prevent, or cause the loss of, such qualification. The Borrower and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Internal Revenue Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Internal Revenue Code has been made with respect to any Plan.

(b) There are no pending or, to the knowledge of the Responsible Officers of the Credit Parties, threatened claims (other than routine claims for benefits), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any ERISA Affiliate or, to the knowledge of the Responsible Officers of the Credit Parties, any other Person has engaged in any prohibited transaction or violation of the fiduciary responsibility rules under ERISA or the Internal Revenue Code with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) the

Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

5.07 Environmental Matters.

Except as could not reasonably be expected to have a Material Adverse Effect:

(a) To the knowledge of the Responsible Officers of the Borrower, each of the facilities and real properties owned, leased or operated by any Credit Party or any Subsidiary (the "Facilities") and all operations at the Facilities are in compliance with all applicable Environmental Laws in all material respects and there is no violation, in any material respect, of any Environmental Law with respect to the Facilities or the businesses operated by any Credit Party or any Subsidiary at such time (the "Businesses"), and there are no conditions relating to the Facilities or the Businesses that are likely to give rise to liability under any applicable Environmental Laws.

(b) To the knowledge of the Responsible Officers of the Borrower, none of the Facilities contains, or has previously contained, any Hazardous Materials at, on or under the Facilities in amounts or concentrations that constitute or constituted a violation of, or could give rise to liability under, applicable Environmental Laws.

(c) To the knowledge of the Responsible Officers of the Borrower, no Credit Party nor any Subsidiary has received any written or verbal notice of, or inquiry from any Governmental Authority regarding, any violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Facilities or the Businesses, nor does any Responsible Officer of the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the knowledge of the Responsible Officers of the Borrower, Hazardous Materials have not been transported or disposed of from the Facilities, or generated, treated, stored or disposed of at, on or under any of the Facilities, in each case by or on behalf of any Credit Party or any Subsidiary in violation of, or in a manner that is likely to give rise to liability under, any applicable Environmental Law.

(e) To the knowledge of the Responsible Officers of the Borrower, no judicial proceeding or governmental or administrative action is pending or threatened, under any Environmental Law to which any Credit Party or any Subsidiary is or will be named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to any Credit Party, any Subsidiary, the Facilities or the Businesses.

(f) To the knowledge of the Responsible Officers of the Borrower, there has been no release or threat of release of Hazardous Materials at or from the Facilities, or arising from or related to the operations (including, without limitation, disposal) of any Credit Party or any Subsidiary in connection with the Facilities or otherwise in

connection with the Businesses, in violation of or in amounts or in a manner that is likely to give rise to liability under any applicable Environmental Laws.

5.08 Margin Regulations; Investment Company Act.

(a) No Credit Party is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock and no part of the Letters of Credit or proceeds of the Loans will be used, directly or indirectly, for the purpose of purchasing or carrying any margin stock.

(b) None of the Credit Parties are (i) required to be registered as an "investment company" under the Investment Company Act of 1940 or (ii) subject to regulation under any other Law which limits its ability to incur the Obligations.

5.09 Compliance with Laws.

Each of the Borrower and each of its Subsidiaries is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.10 Ownership of Property; Liens.

Each of the Borrower and each of its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all applicable Real Property Assets, except for Permitted Liens and such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Set forth on the most recently delivered Unencumbered Property Certificate required pursuant to Section 6.02, is a list of all Unencumbered Properties (Unencumbered Asset Value). The Unencumbered Properties listed on the Unencumbered Property Certificate are the same as the properties listed on the corresponding certificate most recently delivered by Omega LP pursuant to Section 6.02 of the LP Credit Agreement. The Property of the Borrower and its Subsidiaries is subject to no Liens, other than Permitted Liens.

5.11 Corporate Structure; Capital Stock, Etc.

Set forth on Schedule 5.11 is a complete and accurate list of each Credit Party and each Subsidiary of any Credit Party, together with (a) jurisdiction of organization, (b) number of shares of each class of Capital Stock outstanding, (c) number and percentage of outstanding shares of each class owned (directly or indirectly) by any Credit Party or any Subsidiary and (d) U.S. taxpayer identification number. Subject to Section 7.03, the Borrower has no equity Investments in any other Person other than those specifically disclosed on Schedule 5.11, as such schedule may be updated from time to time pursuant to Section 6.02. The outstanding Capital

Stock owned by any Credit Party are validly issued, fully paid and non-assessable and free of any Liens, warrants, options and rights of others of any kind whatsoever.

5.12 Labor Matters.

There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Borrower as of the Closing Date and the Borrower (a) has not suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five (5) years or (b) to the knowledge of the Responsible Officers of the Borrower there has not been any potential or pending strike, walkout or work stoppage. No unfair labor practice complaint is pending against the Borrower.

5.13 No Default.

Neither the Borrower nor any of its Subsidiaries is in default under or with respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.14 Solvency.

Immediately before and immediately after giving effect to this Agreement, (a) the Borrower is Solvent and (b) the other Credit Parties are Solvent on a consolidated basis.

5.15 Taxes.

The Borrower and its Subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been established in accordance with GAAP. To the knowledge of the Responsible Officers of the Borrower, there is no proposed tax assessment against any Credit Party that would, if made, have a Material Adverse Effect.

5.16 REIT Status.

The Borrower is taxed as a "real estate investment trust" within the meaning of Section 856(a) of the Internal Revenue Code and each of the Credit Parties (other than the Borrower) are Qualified REIT Subsidiaries.

5.17 Insurance.

The Real Property Assets of the Borrower and its Subsidiaries are insured, to Borrower's knowledge, with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates.

5.18 Intellectual Property; Licenses, Etc.

The Borrower and its Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Credit Parties, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Borrower or any Subsidiary infringes upon any rights held by any other Person except where such infringement could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.19 Disclosure.

Each Credit Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. To each Credit Party's knowledge, no report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Credit Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Credit Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that, with respect to projected financial information, each Credit Party represents only that, to each Credit Party's knowledge, such information was prepared in good faith based upon assumptions believed to be reasonable at the time, with the understanding that certain of such information is prepared or provided by each Credit Party based upon information and assumptions provided to such Credit Parties by Tenants of such Credit Parties.

5.20 Anti-Terrorism Laws.

No Consolidated Party, any Affiliate thereof, or any of their respective officers, employees, directors or agents is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 *et seq*.) (the "Trading with the Enemy Act"), as amended. No Consolidated Party, any Affiliate thereof, or any of their respective officers, employees, directors or agents is in violation of (a) the Trading with the Enemy Act, as amended, (b) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (c) the Patriot Act or (d) the Laws of any applicable jurisdiction related to bribery or anti-corruption. Set forth on Schedule 5.20 is the exact legal name of each Consolidated Party, the state of incorporation or organization, the chief executive office, the principal place of business, the jurisdictions in which the Consolidated

Parties are qualified to do business, the federal tax identification number and organization identification number of each of the Consolidated Parties as of the Closing Date. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with anti-corruption Laws and applicable Sanctions.

5.21 OFAC.

No Consolidated Party, any Affiliate thereof, or any of their respective officers, employees, directors or agents (a) is a Sanctioned Person, (b) has any of its assets in Designated Jurisdictions, or (c) derives any of its operating income from investments in, or transactions with, Sanctioned Persons or Designated Jurisdictions. No part of the proceeds of any Loans hereunder will be used directly or indirectly to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Person or a Designated Jurisdiction or for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended and in effect from time to time.

ARTICLE VI
AFFIRMATIVE COVENANTS

The Borrower hereby covenants and agrees (on its own behalf and on behalf of the other Credit Parties, as applicable) that until the Obligations, together with interest, fees and other obligations hereunder, have been paid in full and the Revolving Commitments hereunder shall have terminated:

6.01 Financial Statements.

The Borrower shall deliver to the Administrative Agent (and the Administrative Agent shall disseminate such information pursuant to the terms of Section 6.02 hereof), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower (or if earlier, the date that is five (5) days after the reporting date for such information required by the SEC), a consolidated balance sheet of the Consolidated Parties as at the end of such fiscal year, and the related consolidated statements of earnings, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of a Registered Public Accounting Firm of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and applicable Securities Laws and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; provided, that the Administrative Agent hereby agrees that a Form 10-K of the Borrower in form similar

to that delivered as part of the Audited Financial Statements shall satisfy the requirements of this Section 6.01(a); and

(b) as soon as available, but in any event within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Borrower (or if earlier, the date that is five (5) days after the reporting date for such information required by the SEC), a consolidated balance sheet of the Consolidated Parties as at the end of such fiscal quarter, and the related consolidated statements of earnings, shareholders' equity and cash flows for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of the Consolidated Parties in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes; provided, that the Administrative Agent hereby agrees that a Form 10-Q of the Borrower in form similar to that delivered to the SEC shall satisfy the requirements of this Section 6.01(b).

6.02 Certificates; Other Information.

The Borrower shall deliver to the Administrative Agent (and the Administrative Agent shall disseminate such information pursuant to the terms of this Section 6.02), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower; which shall include, without limitation, calculation of the financial covenants set forth in Section 6.12 and an update of Schedule 5.11, if applicable and (ii) a duly completed Unencumbered Property Certificate;

(b) within thirty (30) days after the end of each fiscal year of the Borrower, beginning with the fiscal year ending December 31, 2014, an annual operating forecast of the Borrower containing, among other things, pro forma financial statements for the then current fiscal year and updated versions of the pro forma financial projections delivered in connection with Section 4.01(d) hereof;

(c) promptly after any request by the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors by the independent accountants of the Borrower (or the audit committee of the board of directors of the Borrower) in respect of the Borrower (and, to the extent any such reports, letters or recommendations are prepared separately for any one or more of the Credit Parties, such Credit Party) by independent accountants in connection with the accounts or books of the Borrower (or such Credit Party) or any audit of the Borrower (or such Credit Party);

(d) promptly after the same are available, (i) copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or to a holder of any Indebtedness owed by the Borrower in its capacity as such holder and not otherwise required to be delivered to the Administrative Agent pursuant hereto and (ii) upon the request of the Administrative Agent, all reports and written information to and from the United States Environmental Protection Agency, or any state or local agency responsible for environmental matters, the United States Occupational Health and Safety Administration, or any state or local agency responsible for health and safety matters, or any successor agencies or authorities concerning environmental, health or safety matters;

(e) promptly upon receipt thereof, a copy of any other report or "management letter" submitted by independent accountants to the Borrower in connection with any annual, interim or special audit of the books of the Borrower;

(f) promptly upon any Responsible Officer of the Borrower becoming aware thereof, notice of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect and any other Default or Event of Default;

(g) within ten (10) days upon any Responsible Officer of the Borrower becoming aware thereof, reports detailing income or expenses of any assets directly owned or operated, or which will be included on the balance sheet for purposes of FIN 46, other than as previously disclosed in the Borrower's Form 10-K, 10-Q or any other publicly available information;

(h) promptly, such additional information regarding the business, financial or corporate affairs of the Credit Parties, or compliance with the terms of the Credit Documents, as the Administrative Agent or any Lender (through the Administrative Agent) may from time to time reasonably request; and

(i) promptly upon any announcement by Moody's, S&P or Fitch of any change or possible change in a Debt Rating.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b), (c), or (d) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted by the Administrative Agent (on the Borrower's behalf) on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that: (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender (through the Administrative Agent) that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender (through the Administrative Agent) and (B) the Borrower shall notify (which may be by

facsimile or electronic mail) the Administrative Agent and each Lender (through the Administrative Agent) of the posting of any such documents (each Lender to which delivery of such documents shall be made by posting to any such website shall have been given access to such website on or prior to the date of such posting) and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower or the other Credit Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (x) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on SyndTrak or another similar electronic system (the "Platform") and (y) certain of the Lenders may be "public-side" Lenders (*i.e.,* Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby further agrees that (ww) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof (xx) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 10.08); (yy) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public;" and (zz) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public."

6.03 Preservation of Existence and Franchises .

Each Credit Party shall, and shall cause each of its Subsidiaries to, do all things necessary to preserve and keep in full force and effect its legal existence, rights, franchises and authority. Each Credit Party shall remain qualified and in good standing in each jurisdiction in which the failure to so qualify and be in good standing could have a Material Adverse Effect.

6.04 Books and Records.

Each Credit Party shall, as shall cause each of its Subsidiaries to, keep complete and accurate books and records of its transactions in accordance with good accounting practices on the basis of GAAP.

6.05 Compliance with Law.

Each Credit Party shall, and shall cause each of its Subsidiaries, to comply with all Laws, rules, regulations and orders, and all applicable restrictions imposed by all Governmental

Authorities, applicable to it and all of its real and personal property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.06 Payment of Taxes and Other Indebtedness .

Each Credit Party shall, and shall cause each of its Subsidiaries to, pay and discharge (or cause to be paid or discharged) (a) all taxes (including, without limitation, any corporate or franchise taxes), assessments and governmental charges or levies imposed upon it, or upon its income or profits, or upon any of its properties, before they shall become delinquent, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary, (b) all lawful claims (including claims for labor, materials and supplies) which, if unpaid, might give rise to a Lien (other than a Permitted Lien) upon any of its properties, and (c) except as prohibited hereunder, all of its other Indebtedness as it shall become due.

6.07 Insurance.

Each Credit Party shall, and shall cause each of its Subsidiaries to, maintain (or caused to be maintained) with financially sound and reputable insurance companies not Affiliates of the Borrower, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons. Each Credit Party shall, and shall cause each of its Subsidiaries to, provide prompt notice to the Administrative Agent following such Credit Party's receipt from the relevant insurer of any notice of termination, lapse or cancellation of such insurance.

6.08 Maintenance of Property.

Each Credit Party shall, and shall cause each of its Subsidiaries to, maintain, preserve and protect (or caused to be maintained, preserved and protected) all of its Unencumbered Properties and all other material property and equipment necessary in the operation of its business in good working order and condition, in each case, in a manner consistent with how such Person maintained its Unencumbered Properties and other material property on the Closing Date, ordinary wear and tear excepted.

6.09 Performance of Obligations.

The Credit Parties will pay and discharge at or before maturity, or prior to expiration of applicable notice, grace and curative periods, all their respective material obligations and liabilities, including, without limitation, tax liabilities, except where the same may be contested in good faith by appropriate proceedings, and will maintain, in accordance with GAAP, appropriate reserves for the accrual of any of the same.

6.10 Visits and Inspections.

Subject to the rights of Tenants, each Credit Party shall, and shall cause each of its Subsidiaries to, permit representatives or agents of any Lender or the Administrative Agent, from time to time, and, if no Event of Default shall have occurred and be continuing, after reasonable prior notice, but not more than twice annually and only during normal business hours to: (a) visit and inspect any of its Real Property Assets to the extent any such right to visit or inspect is within the control of such Person; (b) inspect and make extracts from their respective books and records, including but not limited to management letters prepared by independent accountants; and (c) discuss with its principal officers, and its independent accountants, its business, properties, condition (financial or otherwise), results of operations and performance. If requested by the Administrative Agent, the Borrower or the Credit Parties, as applicable, shall execute an authorization letter addressed to its accountants authorizing the Administrative Agent or any Lender to discuss the financial affairs of the Borrower or any other Credit Party with its accountants.

6.11 Use of Proceeds/Purpose of Loans and Letters of Credit.

The Borrower shall use the proceeds of all Loans and use Letters of Credit only for the purpose of (a) on the Closing Date to refinance existing Indebtedness of the Credit Parties under the Existing Credit Facility and (b) on and after the Closing Date to finance general corporate working capital (including asset acquisitions, and acquiring or improving, directly or indirectly, income producing Healthcare Facilities and Investments incidental or related thereto), capital expenditures or other corporate purposes of the Borrower and the other Credit Parties (to the extent not inconsistent with the Credit Parties' covenants and obligations under this Credit Agreement and the other Credit Documents).

6.12 Financial Covenants.

(a) Consolidated Leverage Ratio. The Borrower shall cause the Consolidated Leverage Ratio, as of the end of any fiscal quarter, to be equal to or less than 60%; provided however, notwithstanding the foregoing, following any Significant Acquisition by the Borrower or any Subsidiary or Subsidiaries of the Borrower, and following the delivery of an Acquisition Leverage Ratio Notice, the Borrower shall have the ability to increase the applicable Consolidated Leverage Ratio to be less than or equal to 65% with respect to the fiscal quarter during which such Significant Acquisition occurs and the next two (2) fiscal quarters thereafter.

(b) Consolidated Secured Leverage Ratio. The Borrower shall cause the Consolidated Secured Leverage Ratio, as of the end of any fiscal quarter, to be equal to or less than 30%.

(c) Consolidated Unsecured Leverage Ratio. The Borrower shall cause the Consolidated Unsecured Leverage Ratio, as of the end of any fiscal quarter, to be equal to or less than 60%; provided however, notwithstanding the foregoing, following any Significant Acquisition by the Borrower or any Subsidiary or Subsidiaries of the Borrower, and following the delivery of an Acquisition Leverage Ratio Notice, the Borrower shall have the ability to increase the applicable Consolidated Unsecured

Leverage Ratio to be less than or equal to 65% with respect to the fiscal quarter during which such Significant Acquisition occurs and the next two (2) fiscal quarters thereafter.

(d) Consolidated Fixed Charge Coverage Ratio. The Borrower shall cause the Consolidated Fixed Charge Coverage Ratio, as of the end of any fiscal quarter, to be equal to or greater than 1.50 to 1.00.

(e) Consolidated Tangible Net Worth. The Borrower shall cause the Consolidated Tangible Net Worth as of the end of any fiscal quarter to be equal to or greater than the sum of (i) $1,644,768,000 plus (ii) an amount equal to 75% of the net cash proceeds received by the Consolidated Parties from Equity Transactions subsequent to March 31, 2014.

(f) Consolidated Unsecured Debt Yield. The Borrower shall cause the Consolidated Unsecured Debt Yield, as of the end of any fiscal quarter, to be equal to or greater than 12.0%.

(g) Consolidated Unsecured Interest Coverage Ratio. The Borrower shall cause the Consolidated Unsecured Interest Coverage Ratio, as of the end of any fiscal quarter, to be equal to or greater than 2.00 to 1.00.

(h) Distribution Limitation. During the continuance of an Event of Default, the Borrower shall only pay distributions sufficient to maintain its status as a REIT; provided, that following any Event of Default resulting from nonpayment or bankruptcy, or if the outstanding Loans have been accelerated then the Borrower shall not make any distributions. Notwithstanding anything to the contrary contained in this Section 6.12(h), the Borrower may make distributions payable solely in the form of common stock of the Borrower.

6.13 Environmental Matters; Preparation of Environmental Reports.

The Borrower will, and will cause each of its Subsidiaries to, comply in all material respects with all Environmental Laws in respect of its Real Property Assets.

6.14 REIT Status.

The Borrower will, and will cause each of its Subsidiaries to, operate its business at all times so as to satisfy all requirements necessary to qualify and maintain the Borrower's qualification as a real estate investment trust under Sections 856 through 860 of the Internal Revenue Code. The Borrower will maintain adequate records so as to comply in all material respects with all record-keeping requirements relating to its qualification as a real estate investment trust as required by the Internal Revenue Code and applicable regulations of the Department of the Treasury promulgated thereunder and will properly prepare and timely file with the IRS all returns and reports required thereby.

6.15 Additional Guarantors; Withdrawal or Addition of Unencumbered Properties; Release of Guarantors .

(a) Upon the acquisition, incorporation or other creation of any direct or indirect Subsidiary of the Borrower which owns an Unencumbered Property and/or provides a guaranty of the Senior Notes or other unsecured Funded Debt and to the extent such Subsidiaries have not been designated as Unrestricted Subsidiaries, the Borrower shall (i) cause such Subsidiary to become a Subsidiary Guarantor hereunder through the execution and delivery to the Administrative Agent of a Subsidiary Guarantor Joinder Agreement on or before the deadline for the delivery of the Compliance Certificate required pursuant to Section 6.02(a) following the fiscal quarter in which the foregoing conditions for becoming a Subsidiary Guarantor are met, and (ii) cause such Subsidiary to deliver such other documentation as the Administrative Agent may reasonably request in connection with the foregoing, including, without limitation, certified resolutions and other organizational and authorizing documents of such Subsidiary, favorable opinions of counsel to such Subsidiary (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to above), all in form, content and scope reasonably satisfactory to the Administrative Agent.

(b) The Borrower may add and withdraw Real Property Assets from the pool of Unencumbered Properties without the consent of the Administrative Agent; provided, that (i) in the case of addition of a Real Property Asset owned or leased by a Consolidated Party that is not a Credit Party, the owner of the Real Property Asset shall have complied with the requirements of clause (a)(i) of this Section 6.15 and (ii) in the case of withdrawal of a Real Property Asset, the Borrower shall have (x) given notice thereof to the Administrative Agent, together with a written request to release the owner of the subject Real Property Asset from the Guaranty, where appropriate, in accordance with the provisions hereof and (y) delivered to the Administrative Agent a Compliance Certificate demonstrating compliance with the financial covenants in Section 6.12 on a pro forma basis as if such Real Property Asset had been released as of the first day of the relevant period. In the case of withdrawal of a subject Property from the pool of Unencumbered Properties entitling the owner of the subject Real Property Asset to a release from the Guaranty hereunder, the Administrative Agent shall acknowledge (in writing delivered to the Borrower upon written request of the Borrower) withdrawal of the subject Real Property Asset and release of Guaranty of the owner in respect thereof (excepting a situation where an Event of Default shall then exist and be continuing, or where withdrawal of the subject Real Property Asset would cause the pool of Unencumbered Properties to be insufficient to support the outstanding Obligations, which in either such case, the owner of the subject Real Property Asset shall not be released from its Guaranty hereunder until such time as the foregoing conditions no longer exist). Notwithstanding anything to the contrary in this Agreement, if the removal of any Unencumbered Properties would have the effect of curing all existing Events of Default, Borrower shall be permitted to withdraw such Real Property Assets, and any Event of Default with respect thereto shall be deemed cured as of the date of such withdrawal. In no event shall a Real Property Asset be added to, or released from, the pool of Unencumbered Properties unless such Real Property Asset is substantially concurrently therewith added to, or released from, as the case may be, the pool of Unencumbered Properties included under the LP Credit Agreement.

(c) Notwithstanding the requirements set forth in clauses (a) or (b) of this Section 6.15, in the event that (i) the Borrower or Omega LP has received two (2) Investment Grade Ratings and (ii) any Person acting as a Guarantor (other than Omega Holdco and Omega LP) is no longer obligated to provide a guarantee of any indebtedness of the Borrower for borrowed money evidenced by bonds, debentures, notes or other similar instruments in an amount of at least $50,000,000 (excluding any amounts outstanding pursuant to this Credit Agreement or the LP Credit Agreement) or would be automatically released from its guarantee obligations of any such indebtedness upon its release from the Guaranty, then such Person shall be automatically released as a party to the Credit Documents (the "Release"). In such an event, the Borrower will notify the Administrative Agent that, pursuant to this Section 6.15(c), such Person shall be released and, in accordance with Section 9.11, the Administrative Agent shall (to the extent applicable) deliver to the Credit Parties such documentation as is reasonably necessary to evidence the Release.

Notwithstanding the foregoing, (A) as set forth in Section 6.18 below, the Obligations shall remain a senior unsecured obligation, pari passu with all other senior unsecured Funded Debt of the Borrower, Omega LP and Omega Holdco and (B) to the extent that following any such Release, any Real Property Asset owned by an otherwise released or to be released Guarantor that is obligated in respect of outstanding recourse debt for Funded Debt shall not be deemed an Unencumbered Property for purposes of this Agreement.

6.16 Anti-Terrorism Laws.

None of the Credit Parties nor any of their respective Affiliates (i) will conduct any business or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) will deal in, or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) will engage in or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act. The Borrower covenants and agrees to execute and/or deliver to Administrative Agent any certification or other evidence requested from time to time by Administrative Agent in its sole discretion, confirming the Borrower's compliance with this Section including, without limitation, any documentation which is necessary for ongoing compliance with any anti-money laundering Laws applicable to any Lender.

6.17 Compliance With Material Contracts.

Each Credit Party shall, and shall cause each of its Subsidiaries to, perform and observe all the material terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, enforce each such Material Contract in accordance with its terms, take all such action to such end as may be from time to time reasonably requested by the Administrative Agent and, upon the reasonable request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Credit Party is entitled to make under such Material Contract.

6.18 Designation as Senior Debt.

Each Credit Party shall, and shall cause each of its Subsidiaries to, ensure that all Obligations are designated as "Senior Indebtedness" and are at least pari passu with all unsecured debt of such Credit Party and each Subsidiary.

6.19 Investor Guaranties.

The Administrative Agent and the Lenders have agreed to accept from time to time, upon the request of Borrower, one or more Investor Guaranties. No Investor Guarantor shall be a person with whom Administrative Agent or any Lender is prohibited by applicable law from doing business, and Borrower shall deliver such information as Administrative Agent may reasonably request to verify the foregoing.

ARTICLE VII
NEGATIVE COVENANTS

The Borrower hereby covenants and agrees (on its own behalf and on behalf of the other Credit Parties, as applicable) that until the Obligations, together with interest, fees and other obligations hereunder, have been paid in full and the Revolving Commitments hereunder shall have terminated:

7.01 Liens.

No Credit Party shall, nor shall they permit any Subsidiary to, at any time, create, incur, assume or suffer to exist any Lien upon any of its assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Credit Document;

(b) Liens (other than Liens imposed under ERISA) for taxes, assessments or governmental charges or levies (including pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation) not yet due and payable or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and suppliers and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business; provided, that such Liens secure only amounts not overdue for more than thirty (30) days or are being contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with GAAP have been established;

(d) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness not otherwise permitted pursuant to Section 7.02), statutory

obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) zoning restrictions, easements, rights-of-way, restrictions, restrictive covenants, encroachments, protrusions, sets of facts that an accurate and up to date survey would show and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(f) Liens securing judgments for the payment of money (or appeal or other surety bonds relating to such judgments) not constituting an Event of Default under Section 8.01(h);

(g) leases or subleases (and the rights of the tenants thereunder) granted to others not interfering in any material respect with the business of any Credit Party or any Subsidiary;

(h) any interest of title of a lessor under, and Liens arising from UCC financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) relating to, leases permitted by this Agreement;

(i) Liens in existence as of the Closing Date as set forth on Schedule 7.01 and any renewals or extensions thereof; provided, that the property covered thereby is not materially changes;

(j) Liens pursuant to the Braswell Indebtedness; and

(k) other Liens incurred in connection with Consolidated Funded Debt as long as, after giving effect thereto, the Credit Parties are in compliance with the financial covenants in Section 6.12, on a pro forma basis as if such Lien had been incurred as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.01 (or if such Lien exists as of the Closing Date, as of September 30, 2012); provided, that the Credit Parties may not grant a mortgage, deed of trust, lien, pledge, encumbrance or other security interest, in each case, to secure Funded Debt with respect to any Unencumbered Property or the Capital Stock in any Subsidiary except in favor of the Lenders.

7.02 Indebtedness.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Credit Documents;

(b) Indebtedness in connection with intercompany Investments permitted under Section 7.03;

(c) obligations (contingent or otherwise) existing or arising under any Swap Contract; provided, that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a "market view"; and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(d) without duplication, Guaranties by a Credit Party or any Subsidiary in respect of any Indebtedness otherwise permitted hereunder;

(e) Indebtedness set forth in Schedule 7.02 (and renewals, refinancing and extensions thereof); provided, that the amount of such Indebtedness is not increased at the time of such refinancing, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments utilized thereunder (for purposes of clarity, it is understood that Funded Debt on Schedule 7.02 is included in calculating the financial covenants in Section 6.12); and

(f) other Funded Debt (including any portion of any renewal, financing, or extension of Indebtedness set forth in Schedule 7.02 to the extent such portion does not meet the criteria set for the in the proviso of clause (e) above) as long as, after giving effect thereto, the Credit Parties are in compliance with the financial covenants in Section 6.12, on a pro forma basis as if such Indebtedness had been incurred as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.01 (or if such Indebtedness exists as of the Closing Date, as of March 31, 2014).

7.03 Investments.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, make any Investments, except:

(a) Investments held in the form of cash or Cash Equivalents;

(b) Investments in any Person that is a Credit Party prior to giving effect to such Investment;

(c) Investments by any Subsidiary that is not a Credit Party in any other Subsidiary that is not a Credit Party;

(d) Investments consisting of (i) extensions of credit in the nature of the performance of bids, (ii) accounts receivable or notes receivable arising from the grant of trade contracts and leases (other than credit) in the ordinary course of business, and (iii) Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guaranties permitted by Section 7.02;

(f) Investments existing as of the Closing Date and set forth in Schedule 7.03; and

(g) Investments in or related to Healthcare Facilities and Investments as described in Section 6.11 (including, without limitation, Investments of the type set forth in subclauses (i)-(iv) of this clause (g)); provided, however, that after giving effect to any such Investments, (i) the aggregate amount of Investments consisting of unimproved land holdings shall not, at any time, exceed 5% of Consolidated Total Asset Value, (ii) the aggregate amount of Investments consisting of Mortgage Loans, notes receivables and mezzanine loans shall not, at any time, exceed 30% of Consolidated Total Asset Value, (iii) the aggregate amount of Investments consisting of construction in progress shall not, at any time, exceed 15% of Consolidated Total Asset Value and (iv) the aggregate amount of Investments in Unconsolidated Affiliates shall not, at any time, exceed 20% of Consolidated Total Asset Value; provided, further, that the aggregate amount of all Investments made pursuant to clauses (i), (ii), (iii) and (iv) above shall not, at any time, exceed 35% of Consolidated Total Asset Value.

7.04 Fundamental Changes.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, merge, dissolve, liquidate, consolidate with or into another Person; provided, that, notwithstanding the foregoing provisions of this Section 7.04, (a) the Borrower may merge or consolidate with any of its Subsidiaries provided that the Borrower is the continuing or surviving Person, (b) any Consolidated Party (including any Unrestricted Subsidiary) may merge or consolidate with any other Consolidated Party; provided, that if a Credit Party is a party to such transaction, such Credit Party shall be the continuing or surviving Person, (c) any Subsidiary Guarantor may be merged or consolidated with or into any other Subsidiary Guarantor and (d) any Subsidiary that is not a Credit Party may dissolve, liquidate or wind up its affairs at any time; provided, that such dissolution, liquidation or winding up, as applicable, could not reasonably be expected to have a Material Adverse Effect.

7.05 Dispositions.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out Property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment or Property to the extent that (i) such Property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement Property; provided, that if the Property disposed of is an

Unencumbered Property it is removed from the calculation of Unencumbered Asset Value.

(d) Dispositions of Property by any Subsidiary to a Credit Party or to a Wholly Owned Subsidiary; provided, that if the transferor of such property is a Credit Party, the transferee thereof must be a Credit Party;

(e) Dispositions permitted by Section 7.04;

(f) Dispositions by the Borrower and its Subsidiaries not otherwise permitted under this Section 7.05; provided, that (i) at the time of such Disposition, no Default or Event of Default exists and is continuing (that would not be cured by such Disposition) or would result from such Disposition and (ii) after giving effect thereto, the Credit Parties are in compliance with the financial covenants in Section 6.12, on a pro forma basis as if such Disposition had been incurred as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.01**;** and

(g) real estate leases entered into in the ordinary course of business.

Notwithstanding anything above, any Disposition pursuant to clauses (a) through (f) shall be for fair market value.

7.06 Change in Nature of Business.

No Credit Party shall, nor shall they permit any Subsidiary to, engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiaries on the date hereof or any business substantially related or incidental thereto.

7.07 Transactions with Affiliates and Insiders.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, enter into any transaction of any kind with any officer, director or Affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to such Credit Party or Subsidiary as would be obtainable by such Credit Party or Subsidiary at the time in a comparable arm's length transaction with a Person other than a director, officer or Affiliate; provided, that the foregoing restriction shall not apply to transactions between or among the Credit Parties.

7.08 Organization Documents; Fiscal Year; Legal Name, State of Formation and Form of Entity.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly:

(a) Amend, modify or change its Organization Documents in a manner materially adverse to the Lenders.

(b) Make any material change in (i) accounting policies or reporting practices, except as required by GAAP, FASB, the SEC or any other regulatory body, or (ii) its fiscal year.

(c) Without providing ten (10) days prior written notice to the Administrative Agent, change its name, state of formation or form of organization.

7.09 Negative Pledges.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, enter into, assume or otherwise be bound, by any Negative Pledge other than (i) any Negative Pledge contained in an agreement entered into in connection with any Indebtedness that is permitted pursuant to Section 7.02; (ii) any Negative Pledge required by law; (iii) Negative Pledges contained in (x) the agreements set forth on Schedule 7.09; (y) any agreement relating to the sale of any Subsidiary or any assets pending such sale; provided, that in any such case, the Negative Pledge applies only to the Subsidiary or the assets that are the subject of such sale; or (z) any agreement in effect at the time any Person becomes a Subsidiary so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary and such restriction only applies to such Person and/or its assets, and (iv) customary provisions in leases, licenses and other contracts restricting the assignment thereof, in each case as such agreements, leases or other contracts may be amended from time to time and including any renewal, extension, refinancing or replacement thereof; provided, that, with respect to any amendment, renewal, extension, refinancing or replacement of an agreement described in clause (iii), such amendment, renewal, extension, refinancing or replacement does not contain restrictions of the type prohibited by this Section 7.09 that are, in the aggregate, more onerous in any material respect on the Borrower or any Subsidiary than the restrictions, in the aggregate, in the original agreement.

7.10 Use of Proceeds.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, use the proceeds of any Extension of Credit, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Prepayments of Indebtedness.

If a Default or Event of Default exists and is continuing or would be caused thereby, no Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness, except the prepayment of Extensions of Credit in accordance with the terms of this Agreement.

7.12 Stock Repurchases.

If a Default or Event of Default exists and is continuing or would be caused thereby, the Borrower shall not make any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, for the purchase, redemption, retirement, defeasance,

acquisition, cancellation or termination of any of its Capital Stock or any option, warrant or other right to acquire any such Capital Stock other than the repurchase of warrants or stock in an aggregate amount not to exceed $100,000,000 during the term of this Agreement.

7.13 Sanctions.

Permit any Loan or the proceeds of any Loan, directly or indirectly, (a) to be lent, contributed or otherwise made available to fund any activity or business in any Designated Jurisdiction; (b) to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions; or (c) in any other manner that will result in any violation by any Person (including any Lender, Arranger, Administrative Agent, L/C Issuer or Swing Line Lender) of any Sanctions or anti-corruption Laws.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default.

The occurrence and continuation of any of the following shall constitute an Event of Default:

(a) Non-Payment. Any Credit Party fails to pay when and as required to be paid herein, (i) any amount of principal of any Loan or any L/C Obligation, (ii) within five (5) days after the same becomes due, any interest on any Loan or on any L/C Obligation or any Facility Fee, or (iii) within ten (10) days after the earlier of (A) a Responsible Officer of the Borrower or any Credit Party becoming aware that the same has become due or (B) written notice from the Administrative Agent to the Borrower, any other fee payable herein or any other amount payable herein or under any other Credit Document becomes due; or

(b) Specific Covenants. Any Credit Party fails to perform or observe any term, covenant or agreement contained in (i) any of Sections 6.01 6.02 or 6.10 within ten (10) days after the same becomes due or required or (ii) any of Sections 6.03, 6.06, 6.11, 6.12, 6.14, 6.15 or 6.18 or Article VII; or

(c) Other Defaults. Any Credit Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Credit Document on its part to be performed or observed and such failure continues for thirty (30) days after the earlier of (i) a Responsible Officer of the Borrower or any Credit Party becoming aware of such Default or (ii) written notice thereof by the Administrative Agent to the Borrower (or, if such failure cannot be reasonably cured within such period, sixty (60) days, so long as the applicable Credit Party has diligently commenced such cure and is diligently pursuing completion thereof); or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Credit Party and contained in this Credit Agreement, in any other Credit Document, or in any

document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) there occurs any event of default under (x) any of the Senior Note Indentures or (y) the LP Credit Agreement; (ii) any Credit Party or any Subsidiary (A) fails to perform or observe (beyond the applicable grace or cure period with respect thereto, if any) any Contractual Obligation if such failure could reasonably be expected to have a Material Adverse Effect, (B) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise and beyond the applicable grace or cure period with respect thereto, if any) in respect of any Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or otherwise fails to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which event of default is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or cash collateral in respect thereof to be demanded, in each case to the extent such Indebtedness or other obligation is in an amount, individually or in the aggregate, (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount; or (iii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which such Credit Party or Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which such Credit Party or Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Credit Party or Subsidiary as a result thereof is greater than the Threshold Amount; or

(f) Insolvency Proceedings, Etc. Any Credit Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its properties; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed and the appointment continues undischarged or unstayed for ninety (90) calendar days; or any proceeding under any Debtor Relief Law relating to such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for ninety (90) calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Credit Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process in an amount in excess of the Threshold Amount is issued or levied

against all or any material part of the properties of any such Person and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(h) Judgments. There is entered against a Credit Party or any Subsidiary (i) any one or more final judgments or orders for the payment of money in an amount, individually or in the aggregate, exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Plan which has resulted in liability of any Credit Party or any Subsidiary under Title IV of ERISA to the Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or (ii) any Credit Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(j) Invalidity of Credit Documents; Guaranty. (i) Any Credit Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or as a result of satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Credit Party contests in any manner the validity or enforceability of any Credit Document; or any Credit Party denies that it has any or further liability or obligation under any Credit Document, or purports to revoke, terminate or rescind any Credit Document; or (ii) except as the result of or in connection with a dissolution, merger or disposition of a Subsidiary Guarantor not prohibited by the terms of this Credit Agreement, the Guaranty shall cease to be in full force and effect, or any Guarantor hereunder shall deny or disaffirm such Guarantor's obligations under such Guaranty, or any Guarantor shall default in the due performance or observance of any term, covenant or agreement on its part to be performed or observed pursuant to the Guaranty; or

(k) Change of Control. There occurs any Change of Control.

8.02 Remedies Upon Event of Default.

If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, upon written notice to the Borrower in any instance, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Credit Document to be immediately due and payable, without presentment, demand, protest or additional notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Credit Documents or applicable law;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds.

After the exercise of remedies in accordance with the provisions of Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to provide Cash Collateral as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including Attorney Costs and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs and amounts payable under Article III), ratably among the Lenders in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans and L/C Borrowings, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third held by them;

Fourth, to (a) payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, and (b) Cash Collateralize that portion of the L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among such parties in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to payment of that portion of the Obligations constituting obligations under Swap Contracts between any Credit Party and any Lender or Affiliate of any Lender (including, without limitation, payment of breakage, termination or other amounts owing in respect of any Swap Contract between any Credit Party and any Lender, or any Affiliate of a Lender, to the extent such Swap Contract is permitted hereunder); and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Section 2.03(d), amounts used to provide Cash Collateral for the aggregate undrawn amount of Letters of Credit pursuant to clause Fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or such Guarantor's assets, but appropriate adjustments shall be made with respect to payments from other Credit Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

ARTICLE IX
ADMINISTRATIVE AGENT

9.01 Appointment and Authorization of Administrative Agent.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Credit Agreement and each other Credit Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Credit Agreement or any other Credit Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Credit Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Credit Agreement or any other Credit Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Credit Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The L/C Issuer shall act on behalf of the Revolving Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (i) provided to the Administrative Agent in this Article IX with respect to any acts taken or omissions suffered by the L/C

Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "***Administrative Agent***" as used in this Article IX and in the definition of "***Agent-Related Person***" included the L/C Issuer with respect to such acts or omissions, and (ii) as additionally provided herein with respect to the L/C Issuer.

9.02 Delegation of Duties.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents that it selects in the absence of gross negligence or willful misconduct.

9.03 Liability of Administrative Agent.

No Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Credit Agreement or any other Credit Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Credit Party or any officer thereof, contained herein or in any other Credit Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Credit Agreement or any other Credit Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Credit Agreement or any other Credit Document, or for any failure of any Credit Party or any other party to any Credit Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Credit Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof.

9.04 Reliance by Administrative Agent.

(a) The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Credit Party), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or

refusing to take any action under any Credit Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Credit Agreement or any other Credit Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Credit Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

9.05 Notice of Default.

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Credit Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to such Default or Event of Default as may be directed by the requisite Lenders in accordance herewith; provided, however, that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interest of the Lenders.

9.06 Credit Decision; Disclosure of Confidential Information by Administrative Agent.

Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Credit Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession (in each case, except to the extent the Administrative Agent has confirmed to any Lender in writing the satisfaction of conditions to funding as of the Closing Date). Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties and their respective Subsidiaries, and all applicable bank or other regulatory

Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Credit Agreement and to extend credit to the Borrower and the other Credit Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Credit Agreement and the other Credit Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Credit Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Credit Parties or any of their respective Affiliates that may come into the possession of any Agent-Related Person.

9.07 Indemnification of Administrative Agent.

Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Credit Party and without limiting the obligation of any Credit Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; provided, however, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities to the extent determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Agent-Related Person's own gross negligence or willful misconduct; provided, however, that no action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Credit Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower. The undertaking in this Section shall survive termination of the Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

9.08 Administrative Agent in its Individual Capacity .

Bank of America and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Credit Parties and their respective Affiliates as though Bank of America were not the Administrative Agent or the L/C Issuer hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, Bank of America or its Affiliates may receive information regarding any Credit Party or its Affiliates (including information that may be

subject to confidentiality obligations in favor of such Credit Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, Bank of America shall have the same rights and powers under this Credit Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent or the L/C Issuer, and the terms "***Lender***" and "***Lenders***" include Bank of America in its individual capacity.

9.09 Successor Administrative Agent.

The Administrative Agent may resign as Administrative Agent upon thirty (30) days' notice to the Lenders; provided, that any such resignation by Bank of America shall also constitute its resignation as L/C Issuer and Swing Line Lender. If the Administrative Agent resigns under this Credit Agreement, the Required Lenders shall appoint from among the Lenders a successor administrative agent for the Lenders, which successor administrative agent shall be consented to by the Borrower at all times other than during the existence of an Event of Default (which consent of the Borrower shall not be unreasonably withheld or delayed). If no successor administrative agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrower, a successor administrative agent from among the Lenders. Upon the acceptance of its appointment as successor administrative agent hereunder, the Person acting as such successor administrative agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent, L/C Issuer and Swing Line Lender and the respective terms "Administrative Agent," "L/C Issuer" and "Swing Line Lender" thereafter shall mean such successor administrative agent, Letter of Credit issuer and swing line lender, and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated and the retiring L/C Issuer's and Swing Line Lender's rights, powers and duties as such shall be terminated, without any other or further act or deed on the part of such retiring L/C Issuer or Swing Line Lender or any other Lender, other than the obligation of the successor L/C Issuer to issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or to make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article IX and Sections 10.04 and 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Credit Agreement. If no successor administrative agent has accepted appointment as Administrative Agent by the date thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

9.10 Administrative Agent May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and

irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations (other than obligations under Swap Contracts to which the Administrative Agent is not a party) that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.03(i), 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.11 Guaranty Matters.

The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Person (other than Omega LP and Omega Holdco) from its obligations under the Guaranty if (a) such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder, (b) such Person is no longer required to be a Guarantor pursuant to Section 6.15(c) or (c) such Person has been designated as an Unrestricted Subsidiary. Upon the release of any Person pursuant to this Section 9.11, the Administrative Agent shall (to the extent applicable) deliver to the Credit Parties, upon the Credit Parties' request and at the Credit Parties' expense, such documentation as is reasonably necessary to evidence the release of such Person from its obligations under the Credit Documents.

9.12 Other Agents; Arrangers and Managers .

None of the Lenders or other Persons identified on the facing page or signature pages of this Credit Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger" shall have any right, power, obligation, liability, responsibility or duty under this Credit Agreement other than, in the

case of such Lenders, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Credit Agreement or in taking or not taking action hereunder.

ARTICLE X
MISCELLANEOUS

10.01 Amendments, Etc.

No amendment or waiver of, or any consent to deviation from, any provision of this Credit Agreement or any other Credit Document shall be effective unless in writing and signed by the Borrower, the Guarantors (if applicable) and the Required Lenders and acknowledged by the Administrative Agent, and each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given; provided, however, that:

(a) unless also signed by each Lender directly affected thereby, no such amendment, waiver or consent shall:

(i) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02), it being understood that the amendment or waiver of an Event of Default or a mandatory reduction or a mandatory prepayment in Commitments shall not be considered an increase in Commitments,

(ii) waive non-payment or postpone any date fixed by this Credit Agreement or any other Credit Document for any payment of principal, interest, fees or other amounts due to any Lender hereunder or under any other Credit Document,

(iii) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or any fees or other amounts payable hereunder or under any other Credit Document; provided, however, that only the consent of the Required Lenders shall be necessary (A) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate or (B) to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder,

(iv) change any provision of this Credit Agreement regarding pro rata sharing or pro rata funding with respect to (A) the making of advances (including participations), (B) the manner of application of payments or prepayments of principal, interest, or fees, (C) the manner of application of reimbursement obligations from drawings under Letters of Credit, or (D) the manner of reduction of commitments and committed amounts,

(v) change any provision of this Section 10.01(a), the definition of "Required Lenders", the definition of "Required Revolving Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, or

(vi) release the Borrower, Omega LP, Omega Holdco or all or substantially all of the Subsidiary Guarantors from their obligations hereunder (other than as provided herein or as appropriate in connection with transactions permitted hereunder);

(b) unless also signed by the L/C Issuer, no such amendment, waiver or consent shall affect the rights or duties of the L/C Issuer under this Credit Agreement or any Letter of Credit Application relating to any Letter of Credit issued or to be issued by it;

(c) unless also signed by the Swing Line Lender, no such amendment, waiver or consent shall affect the rights or duties of the Swing Line Lender under this Credit Agreement; and

(d) unless also signed by the Administrative Agent, no such amendment, waiver or consent shall affect the rights or duties of the Administrative Agent under this Credit Agreement or any other Credit Document;

provided, however, that notwithstanding anything to the contrary contained herein, (i) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that, without the prior written consent of such Lender, (A) no Commitment of such Lender may be increased or extended, (B) the terms and conditions of this proviso may not be amended or otherwise modified and (C) no other amendment or other modification to this Agreement or any Note that would disproportionately affect a "Defaulting Lender" may be effective, (ii) each Lender is entitled to vote as such Lender sees fit on any bankruptcy or insolvency reorganization plan that affects the Loans, (iii) each Lender acknowledged that the provisions of Section 1126(c) of the Bankruptcy Code of the United States supersedes the unanimous consent provisions set forth herein, (iv) the Required Lenders may consent to allow a Credit Party to use cash collateral in the context of a bankruptcy or insolvency proceeding and (v) a Commitment Increase Amendment to give effect to any addition of Incremental Facilities shall be effective if executed by the Credit Parties, each Lender providing such Incremental Facility Commitment and the Administrative Agent.

Notwithstanding any provision herein to the contrary, this Agreement may be amended with the written consent of the Administrative Agent and the Borrower (i) to add one or more Incremental Facilities to this Agreement subject to the limitations in Sections 2.01(e) and (f) and to permit the extensions of credit and all related obligations and liabilities arising in connection therewith from time to time outstanding to share ratably (or on a basis subordinated to the existing Loans and Commitments hereunder) in the benefits of this Agreement and the other Credit Documents with the obligations and liabilities from time to time outstanding in respect of the existing Loans and Commitments hereunder, and (ii) in connection with the foregoing, to permit, as deemed

appropriate by the Administrative Agent, the Lenders providing such Incremental Facilities to participate in any required vote or action required to be approved by the Required Lenders or by any other number, percentage or class of Lenders hereunder.

10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile transmission). All such written notices shall be mailed certified or registered mail, faxed or delivered to the applicable address, facsimile number or (subject to subsection (c) below) electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Credit Party, the Administrative Agent, the L/C Issuer or the Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to any Credit Party, the Administrative Agent, the L/C Issuer and the Swing Line Lender.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided, that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER

MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Effectiveness of Facsimile Documents and Signatures . Credit Documents may be transmitted and/or signed by facsimile. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually-signed originals and shall be binding on all Credit Parties, the Administrative Agent and the Lenders. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(e) Reliance by Administrative Agent and Lenders . The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices permitted under Section 2.02(a)) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

(f) Change of Address, Etc. Each of the Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone

number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

10.03 No Waiver; Cumulative Remedies.

No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Credit Document, the authority to enforce rights and remedies hereunder and under the other Credit Documents against the Credit Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Credit Documents, (b) the L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Credit Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.09 (subject to the terms of Section 2.12), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Credit Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Credit Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.12, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Attorney Costs, Expenses and Taxes.

The Credit Parties agree (a) to pay directly to the provider thereof or to pay or reimburse the Administrative Agent for all reasonable and documented costs and expenses incurred in connection with the development, preparation, negotiation and execution of this Credit Agreement and the other Credit Documents, the preservation of any rights or remedies under this Credit Agreement and the other Credit Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all Attorney Costs and (b) to pay or

reimburse the Administrative Agent and each Lender for all reasonable costs and expenses incurred following an Event of Default in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Credit Agreement or the other Credit Documents (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all Attorney Costs. The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees and taxes related thereto, and other reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the reasonable and documented cost of independent public accountants and other outside experts retained by the Administrative Agent or any Lender. All amounts due under this Section 10.04 shall be payable within twenty (20) Business Days after written invoice therefor is received by the Borrower. The agreements in this Section shall survive the termination of the Commitments and repayment of all other Obligations.

10.05 Indemnification.

The Credit Parties shall indemnify and hold harmless each Agent-Related Person, each Lender and their respective Affiliates, directors, officers, employees, counsel, agents, trustees, advisors and attorneys-in-fact (collectively the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, litigation, investigation, proceeding, demands, actions, judgments, suits, costs, expenses and disbursements (including Attorney Costs) of any kind or nature whatsoever (subject to the provisions of Section 3.01 with respect to Taxes and Other Taxes) that may at any time be imposed on, incurred by or asserted against any such Indemnitee (whether by a Credit Party or any other party) in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Credit Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Credit Documents, (b) any Commitment, Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), or (c) any actual or threatened claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the "Indemnified Liabilities"); provided, that such indemnification shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, litigation, investigation, proceeding, demands, actions, judgments, suits, costs, expenses or disbursements are determined to have resulted from the gross negligence or willful misconduct of any Indemnitee. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through SyndTrak or other similar information transmission systems in connection with this Credit Agreement, and no Indemnitee shall have any liability for any indirect or consequential damages relating to this Credit Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). All amounts that may become due under this Section 10.05 shall be

payable within twenty (20) Business Days after written invoice therefor is received by the Borrower. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the assignment by any Lender of any of its interests hereunder, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.06 Payments Set Aside.

To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect.

10.07 Successors and Assigns.

(a) The provisions of this Credit Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) or (i) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Credit Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Credit Agreement.

(b) Any Lender may at any time, with notice to the Borrower and, unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) the assignment is to a Lender, an Affiliate of such Lender or an Approved Fund, the consent of the Borrower (such consent not to be unreasonably withheld or delayed), assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Credit Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations and in

Swing Line Loans) at the time owing to it); provided, that (i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed) provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met; (ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Credit Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not apply to rights in respect of Swing Line Loans; (iii) any assignment of a Commitment must be approved by the Administrative Agent and, with respect to any assignment of a Revolving Commitment, the L/C Issuer and the Swing Line Lender (each such consent not to be unreasonably withheld or delayed), unless the Person that is the proposed assignee is itself a Lender (whether or not the proposed assignee would otherwise qualify as an Eligible Assignee); (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (v) no such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) a natural person. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Revolving Commitment Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under

applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs. Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Credit Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Credit Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Credit Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Credit Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Credit Agreement that does not comply with this subsection shall be treated for purposes of this Credit Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent for a material or other substantive change to the Credit Documents is pending, any Lender wishing to consult with other Lenders in connection therewith may request and receive from the Administrative Agent a copy of the Register.

(d) Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, the L/C Issuer or the Swing Line Lender, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Credit Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided, that (i) such Lender's obligations under this Credit Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall

continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Credit Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Credit Agreement and to approve any amendment, modification or waiver of any provision of this Credit Agreement; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification that extends the time for, reduces the amount or alters the application of proceeds with respect to such obligations and payments required therein that directly affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided, such Participant agrees to be subject to Section 2.12 as though it were a Lender.

(e) A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 10.15 as though it were a Lender.

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Credit Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided, that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may (without notice to or the consent of any of the parties hereto) create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided, that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Credit Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Credit Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(h) Notwithstanding anything to the contrary contained herein, if at any time Bank of America assigns all of its Commitment and Loans pursuant to subsection (b) above, Bank of America may, (i) upon thirty (30) days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon thirty (30) days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing

Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder (with the consent of the Lender so-appointed); provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Bank of America as L/C Issuer or Swing Line Lender, as the case may be. If Bank of America resigns as L/C Issuer, it shall retain all the rights and obligations of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Revolving Loans that are Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Revolving Loans that are Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(b).

10.08 Confidentiality.

Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of Confidential Information, except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); (b) to the extent requested by any regulatory authority or self regulatory body; (c) to the extent required by applicable Law or regulations or by any subpoena or similar legal process; (d) to any other party to this Credit Agreement; (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Credit Agreement or the enforcement of rights hereunder (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Credit Agreement or (ii) any direct or indirect contractual counterparty or prospective counterparty (or such contractual counterparty's or prospective counterparty's professional advisor) to any credit derivative transaction relating to obligations of the Credit Parties; (g) with the consent of the Borrower; (h) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower; (i) to the National Association of Insurance Commissioners or any other similar organization (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); or (j) to any nationally recognized rating agency that requires access to a Lender's or an Affiliate's investment portfolio in connection with ratings issued with respect to such Lender or Affiliate. In addition, the Administrative Agent and the Lenders may disclose the existence of this Credit Agreement and information about this Credit Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Administrative Agent and

the Lenders in connection with the administration and management of this Credit Agreement, the other Credit Documents, the Commitments, and the Extension of Credits. Any Person required to maintain the confidentiality of Confidential Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information. "Confidential Information" means all information received from any Credit Party relating to any Credit Party, any of the other Consolidated Parties, or its or their business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by any Credit Party; provided, that, in the case of information received from a Credit Party after the date hereof, such information is clearly identified in writing at the time of delivery as confidential.

Each of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Confidential Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.09 Set-off.

In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuance of any Event of Default, each Lender and each of its Affiliates are authorized at any time and from time to time, without prior notice to the Borrower or any other Credit Party, any such notice being waived by the Borrower (on their own behalf and on behalf of each Credit Party) to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender or Affiliate to or for the credit or the account of the respective Credit Parties against any and all Obligations owing to such Lender hereunder or under any other Credit Document, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Credit Agreement or any other Credit Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

10.10 Interest Rate Limitation.

Notwithstanding anything to the contrary contained in any Credit Document, the interest paid or agreed to be paid under the Credit Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.11 Counterparts.

This Credit Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12 Integration.

This Credit Agreement, together with the other Credit Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Credit Agreement and those of any other Credit Document, the provisions of this Credit Agreement shall control; provided, that the inclusion of specific supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Credit Document shall not be deemed a conflict with this Credit Agreement. Each Credit Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

10.13 Survival of Representations and Warranties.

All representations and warranties made hereunder and in any other Credit Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default at the time of any Extension of Credit, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.14 Severability.

If any provision of this Credit Agreement or the other Credit Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining

provisions of this Credit Agreement and the other Credit Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.15 Tax Forms.

(a) (i) Each Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code (a " Foreign Lender") shall deliver to the Administrative Agent, prior to receipt of any payment subject to withholding under the Internal Revenue Code (or upon accepting an assignment of an interest herein), two duly signed completed copies of either IRS Form W-8BEN or any successor thereto (relating to such Foreign Lender and entitling it to an exemption from, or reduction of, withholding tax on all payments to be made to such Foreign Lender by the Borrower pursuant to this Credit Agreement) or IRS Form W-8ECI or any successor thereto (relating to all payments to be made to such Foreign Lender by the Borrower pursuant to this Credit Agreement) or such other evidence satisfactory to the Borrower and the Administrative Agent that such Foreign Lender is entitled to an exemption from, or reduction of, U.S. withholding tax, including any exemption pursuant to Section 881(c) of the Internal Revenue Code. Thereafter and from time to time, each such Foreign Lender shall (A) promptly submit to the Administrative Agent such additional duly completed and signed copies of one of such forms (or such successor forms as shall be adopted from time to time by the relevant United States taxing authorities) as may then be available under then current United States laws and regulations to avoid, or such evidence as is satisfactory to the Borrower and the Administrative Agent of any available exemption from or reduction of, United States withholding taxes in respect of all payments to be made to such Foreign Lender by the Borrower pursuant to this Credit Agreement, (B) promptly notify the Administrative Agent of any change in circumstances that would modify or render invalid any claimed exemption or reduction, and (C) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Law that the Borrower make any deduction or withholding for taxes from amounts payable to such Foreign Lender.

(ii) Each Foreign Lender, to the extent it does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Lender under any of the Credit Documents (for example, in the case of a typical participation by such Lender), shall deliver to the Administrative Agent on the date when such Foreign Lender ceases to act for its own account with respect to any portion of any such sums paid or payable, and at such other times as may be necessary in the determination of the Administrative Agent (in the reasonable exercise of its discretion), (A) two duly signed completed copies of the forms or statements required to be provided by such Lender as set forth above, to establish the portion of any such sums paid or payable with respect to which such Lender

acts for its own account that is not subject to U.S. withholding tax, and (B) two duly signed completed copies of IRS Form W-8IMY (or any successor thereto), together with any information such Lender chooses to transmit with such form, and any other certificate or statement of exemption required under the Internal Revenue Code, to establish that such Lender is not acting for its own account with respect to a portion of any such sums payable to such Lender.

(iii) The Borrower shall not be required to pay any additional amount to any Foreign Lender under Section 3.01 (A) with respect to any Taxes required to be deducted or withheld on the basis of the information, certificates or statements of exemption such Lender transmits with an IRS Form W-8IMY pursuant to this Section 10.15(a) or (B) if such Lender shall have failed to satisfy the foregoing provisions of this Section 10.15(a); provided, that if such Lender shall have satisfied the requirement of this Section 10.15(a) on the date such Lender became a Lender or ceased to act for its own account with respect to any payment under any of the Credit Documents, nothing in this Section 10.15(a) shall relieve the Borrower of their obligation to pay any amounts pursuant to Section 3.01 in the event that, as a result of any change in any applicable Law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, such Lender is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Lender or other Person for the account of which such Lender receives any sums payable under any of the Credit Documents is not subject to withholding or is subject to withholding at a reduced rate.

(b) Upon the request of the Administrative Agent, each Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code shall deliver to the Administrative Agent two duly signed completed copies of IRS Form W-9. If such Lender fails to deliver such forms, then the Administrative Agent may withhold from any interest payment to such Lender an amount equivalent to the applicable back-up withholding tax imposed by the Internal Revenue Code, without reduction.

(c) If a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (c), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

10.16 Replacement of Lenders.

To the extent that Section 3.06(b) provides that the Borrower shall have the right to replace a Lender as a party to this Credit Agreement, or if any Lender is a Defaulting Lender, the Borrower may, upon notice to such Lender and the Administrative Agent, replace such Lender by causing such Lender to assign its Commitment (with the related assignment fee to be paid by the Borrower) pursuant to Section 10.07(b) to one or more Eligible Assignees procured by the Borrower; provided, however, that if the Borrower elects to exercise such right with respect to any Lender pursuant to such Section 3.06(b), they shall be obligated to replace all Lenders that have made similar requests for compensation pursuant to Section 3.01 or 3.04. The Borrower shall pay in full all principal, interest, fees and other amounts owing to such Lender through the date of replacement (including any amounts payable pursuant to Section 3.05). Any Lender being replaced shall execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans.

10.17 No Advisory or Fiduciary Responsibility .

In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees, and acknowledges its respective Affiliates' understanding, that: (a) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Borrower and its respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, and each Credit Party is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (b) in connection with the process leading to such transaction, the Administrative Agent and the Arranger each is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of its respective Affiliates, stockholders, creditors or employees or any other Person; (c) neither the Administrative Agent nor the Arranger has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent or the Arranger has advised or is currently advising the Borrower or any of its respective Affiliates on other matters) and neither the Administrative Agent nor the Arranger has any obligation to the Borrower or any of its respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; (d) the Administrative Agent and the Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its respective Affiliates, and neither the Administrative Agent nor the Arranger has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (e) the Administrative Agent and the Arranger have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification

hereof or of any other Credit Document) and each Credit Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each Credit Party hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty.

10.18 Source of Funds.

Each of the Lenders hereby represents and warrants to the Borrower that at least one of the following statements is an accurate representation as to the source of funds to be used by such Lender in connection with the financing hereunder:

(a) no part of such funds constitutes assets allocated to any separate account maintained by such Lender in which any employee benefit plan (or its related trust) has any interest;

(b) to the extent that any part of such funds constitutes assets allocated to any separate account maintained by such Lender, such Lender has disclosed to the Borrower the name of each employee benefit plan whose assets in such account exceed ten percent (10%) of the total assets of such account as of the date of such purchase (and, for purposes of this subsection (b), all employee benefit plans maintained by the same employer or employee organization are deemed to be a single plan);

(c) to the extent that any part of such funds constitutes assets of an insurance company's general account, such insurance company has complied with all of the requirements of the regulations issued under Section 401(c)(1)(A) of ERISA; or

(d) such funds constitute assets of one or more specific benefit plans that such Lender has identified in writing to the Borrower.

As used in this Section, the terms "employee benefit plan" and "separate account" shall have the respective meanings provided in Section 3 of ERISA.

10.19 GOVERNING LAW.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE , WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES; PROVIDED, THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, THE CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND

EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, THE CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY CREDIT DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH OF THE BORROWER, THE CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND EACH LENDER WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

10.20 WAIVER OF RIGHT TO TRIAL BY JURY.

EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY CREDIT DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY CREDIT DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.21 No Conflict.

To the extent there is any conflict or inconsistency between the provisions hereof and the provisions of any other Credit Document, this Credit Agreement shall control.

10.22 USA Patriot Act Notice.

Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower (and to the extent applicable, the other Credit Parties), which information includes the name and address of the Borrower (and to the extent applicable, the other Credit Parties) and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower (and to the extent applicable, the other Credit Parties) in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply

with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

10.23 Electronic Execution of Assignments and Certain Other Documents .

The words "execute," "execution," "signed," "signature" and words of like import in or related to any document to be signed in connection with this Agreement and the transaction contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Loan Notices, waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligations to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

10.24 Entire Agreement.

This Credit Agreement and the other Credit Documents represent the final agreement AMONG the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements AMONG the parties.

ARTICLE XI
GUARANTY

11.01 The Guaranty.

(a) Each of the Guarantors, unless released pursuant to Section 6.15(c) and Section 9.11, hereby jointly and severally guarantees to the Administrative Agent and each of the holders of the Obligations, as hereinafter provided, as primary obligor and not as surety, the prompt payment of the Obligations (the "Guaranteed Obligations") in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory Cash Collateralization or otherwise) strictly in accordance with the terms thereof. The Guarantors hereby further agree that if any of the Guaranteed Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory Cash Collateralization or otherwise), the Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration, as a mandatory Cash Collateralization or otherwise) in accordance with the terms of such extension or renewal.

(b) Notwithstanding any provision to the contrary contained herein, in any of the other Credit Documents or Swap Contracts, if any Guarantor is deemed to have

been rendered insolvent as a result of its guarantee obligations under this Section 11.01 and not to have received reasonable equivalent value in exchange therefor, then, in such an event, the liability of such Guarantor under this Section 11.01 shall be limited to the maximum amount of the Obligations of the Borrower that such Guarantor may guaranty without rendering the obligations of such Guarantor under this Section 11.01 void or voidable under any fraudulent conveyance or fraudulent transfer law.

11.02 Obligations Unconditional.

The obligations of the Guarantors under Section 11.01 are joint and several, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Credit Documents, other documents relating to the Obligations, or Swap Contracts, or any other agreement or instrument referred to therein, or any substitution, compromise, release, impairment or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable Laws, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 11.02 that the obligations of the Guarantors hereunder shall be absolute and unconditional under any and all circumstances. Each Guarantor agrees that such Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution against the Borrower or any other Guarantor for amounts paid under this Article XI until such time as the Obligations have been irrevocably paid in full and the Commitments relating thereto have expired or been terminated. Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by applicable Laws, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of any of the Credit Documents, other documents relating to the Guaranteed Obligations, or any Swap Contract between any Credit Party and any Lender, or any Affiliate of a Lender or any other agreement or instrument referred to in the Credit Documents, other documents relating to the Guaranteed Obligations, or such Swap Contracts shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Credit Documents, other documents relating to the Guaranteed Obligations, or any Swap Contract between any Credit party and any Lender, or any Affiliate of a Lender, or any other agreement or instrument referred to in the Credit Documents, other documents relating to the Guaranteed Obligations, or any Swap Contract shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with;

(d) any Lien granted to, or in favor of, the Administrative Agent or any of the holders of the Guaranteed Obligations as security for any of the Guaranteed Obligations shall fail to attach or be perfected; or

(e) any of the Guaranteed Obligations shall be determined to be void or voidable (including for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any Person (including any creditor of any Guarantor).

With respect to its obligations hereunder, each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest notice of acceptance of the guaranty given hereby and of extensions of credit that may constitute Guaranteed Obligations, notices of amendments, waivers and supplements to the Credit Documents and other documents relating to the Guaranteed Obligations, or the compromise, release or exchange of collateral or security, and all notices whatsoever, and any requirement that the Administrative Agent or any holder of the Guaranteed Obligations exhaust any right, power or remedy or proceed against any Person under any of the Credit Documents or any other documents relating to the Guaranteed Obligations or any other agreement or instrument referred to therein, or against any other Person under any other guarantee of, or security for, any of the Obligations.

11.03 Reinstatement.

Neither the Guarantors' obligations hereunder nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of the Borrower, by reason of the Borrower's bankruptcy or insolvency or by reason of the invalidity or unenforceability of all or any portion of the Guaranteed Obligations. The obligations of the Guarantors under this Article XI shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings pursuant to any Debtor Relief Law or otherwise, and each Guarantor agrees that it will indemnify the Administrative Agent and each holder of Guaranteed Obligations on demand for all reasonable costs and expenses (including all reasonable fees, expenses and disbursements of any law firm or other counsel) incurred by the Administrative Agent or such holder of Guaranteed Obligations in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law; provided, that such indemnification shall not be available to the extent that such costs and expenses are determined to have resulted from the gross negligence or willful misconduct of the Administrative Agent or such holder of the Guaranteed Obligations.

11.04 Certain Waivers.

Each Guarantor acknowledges and agrees that (a) the guaranty given hereby may be enforced without the necessity of resorting to or otherwise exhausting remedies in respect of any other security or collateral interests, and without the necessity at any time of having to take recourse against the Borrower hereunder or against any collateral securing the Guaranteed Obligations or otherwise, (b) it will not assert any right to require the action first be taken against

the Borrower or any other Person (including any other Guarantor) or pursuit of any other remedy or enforcement any other right and (c) nothing contained herein shall prevent or limit action being taken against the Borrower hereunder, under the other Credit Documents or the other documents and agreements relating to the Guaranteed Obligations or from foreclosing on any security or collateral interests relating hereto or thereto, or from exercising any other rights or remedies available in respect thereof, if neither the Borrower nor the Guarantors shall timely perform their obligations, and the exercise of any such rights and completion of any such foreclosure proceedings shall not constitute a discharge of the Guarantors' obligations hereunder unless as a result thereof, the Guaranteed Obligations shall have been paid in full and the Commitments relating thereto shall have expired or been terminated, it being the purpose and intent that the Guarantors' obligations hereunder be absolute, irrevocable, independent and unconditional under all circumstances.

11.05 Rights of Contribution.

The Guarantors hereby agree as among themselves that, in connection with payments made hereunder, each Guarantor shall have a right of contribution from each other Guarantor in accordance with applicable Laws. Such contribution rights shall be subordinate and subject in right of payment to the Guaranteed Obligations until such time as the Guaranteed Obligations have been paid in full and the Commitments relating thereto shall have expired or been terminated, and none of the Guarantors shall exercise any such contribution rights until the Guaranteed Obligations have been paid in full and the Commitments relating thereto shall have expired or been terminated.

11.06 Guaranty of Payment; Continuing Guaranty.

The guarantee in this Article XI is a guaranty of payment and not of collection, and is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising until such time as the Guaranteed Obligations have been paid in full and the Commitments relating thereto shall have expired or been terminated.

11.07 Keepwell.

Each Credit Party that is a Qualified ECP Guarantor at the time the Guaranty in this Article XI by any Credit Party that is not then an "eligible contract participant" under the Commodity Exchange Act (a "Specified Loan Party") or, if applicable, at the time the grant of a security interest under the Credit Documents by any such Specified Loan Party, in either case, becomes effective with respect to any obligation under any Swap Contract, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Credit Documents in respect of such Obligation on (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article XI voidable under applicable Debtor Relief Laws, and not for any greater amount). The obligations and undertakings of each applicable Credit Party under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Credit Party intends this Section to

constitute, and this Section shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each Credit Party that would otherwise not constitute an Eligible Contract Participant for any Swap Obligation for all purposes of the Commodity Exchange Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGES AND SCHEDULES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be duly executed as of the date first above written.

BORROWER:

OMEGA HEALTHCARE INVESTORS, INC.

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

GUARANTORS:

OHI ASSET (LA), LLC

By: OHI Healthcare Properties Limited Partnership,
a Member of such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

By: Omega TRS I, Inc.,
a Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI ASSET, LLC
OHI ASSET (ID), LLC
OHI ASSET (CA), LLC
DELTA INVESTORS I, LLC
DELTA INVESTORS II, LLC
OHI ASSET (CO), LLC
COLONIAL GARDENS, LLC
WILCARE, LLC
NRS VENTURES, L.L.C.
OHI ASSET (CT) LENDER, LLC
OHI ASSET (FL), LLC
OHI ASSET (IL), LLC
OHI ASSET (MO), LLC
OHI ASSET (OH), LLC
OHI ASSET (OH) LENDER, LLC
OHI ASSET (PA), LLC
OHI ASSET II (CA), LLC
OHI ASSET II (FL), LLC
OHI ASSET CSE-E, LLC
OHI ASSET CSE-U, LLC
OHI ASSET CSB LLC
OHI ASSET (MI), LLC
OHI ASSET (FL) LENDER, LLC
OHI ASSET HUD WO, LLC
OHI ASSET (MD), LLC
OHI ASSET (TX), LLC
OHI ASSET (IN) WABASH, LLC
OHI ASSET (IN) WESTFIELD, LLC
OHI ASSET (IN) GREENSBURG, LLC
OHI ASSET (IN) INDIANAPOLIS, LLC
OHI ASSET HUD SF, 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) 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) KOKOMO, LLC
OHI ASSET (IN) LAFAYETTE, LLC
OHI ASSET (IN) MONTICELLO, LLC
OHI ASSET (IN) NOBLESVILLE, LLC
OHI ASSET (IN) ROSEWALK, LLC
OHI ASSET (IN) SPRING MILL, LLC

OHI ASSET (IN) TERRE HAUTE, LLC
OHI ASSET (IN) ZIONSVILLE, LLC
OHI ASSET HUD CFG, LLC
OHI ASSET HUD SF CA, LLC
OHI ASSET (TX) HONDO, LLC
OHI ASSET (MI) HEATHER HILLS, LLC
OHI ASSET (IN) CROWN POINT, LLC
OHI ASSET (IN) MADISON, LLC
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 RO, LLC
OHI ASSET (FL) LAKE PLACID, LLC
OHI ASSET HUD DELTA, LLC
OHI ASSET (IN) CLINTON, LLC
OHI ASSET (IN) JASPER, LLC
OHI ASSET (IN) SALEM, LLC
OHI ASSET (IN) SEYMOUR, LLC
OHI ASSET (WV) DANVILLE, LLC
OHI ASSET (WV) IVYDALE, LLC
OHI MEZZ LENDER, LLC
OHI ASSET (TN) JEFFERSON CITY, LLC
OHI ASSET (TN) ROGERSVILLE, LLC
OHI ASSET CHG ALF, LLC
BAYSIDE STREET, LLC
BAYSIDE STREET II, LLC
OHI (IOWA), LLC
OHI (INDIANA), LLC
OHI (ILLINOIS), LLC
OHIMA, LLC
STERLING ACQUISITION, LLC
OHI (CONNECTICUT), LLC
FLORIDA LESSOR – MEADOWVIEW, LLC
WASHINGTON LESSOR – SILVERDALE,
GEORGIA LESSOR – BONTERRA/PARKVIEW, LLC
ARIZONA LESSOR – INFINIA, LLC
COLORADO LESSOR – CONIFER, LLC
TEXAS LESSOR – STONEGATE GP, LLC
TEXAS LESSOR – STONEGATE LIMITED, LLC

INDIANA LESSOR – WELLINGTON MANOR, LLC
OHI ASSET (FL) LUTZ, LLC

By: OHI Healthcare Properties Limited Partnership,
the Sole Member of each such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

3806 CLAYTON ROAD, LLC
245 EAST WILSHIRE AVENUE, LLC
13922 CERISE AVENUE, LLC
637 EAST ROMIE LANE, LLC
523 HAYES LANE, LLC
GOLDEN HILL REAL ESTATE COMPANY, LLC
11900 EAST ARTESIA BOULEVARD, LLC
2400 PARKSIDE DRIVE, LLC
1628 B STREET, LLC

By: OHI Asset HUD SF CA, LLC,
the Sole Member of each such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

ENCANTO SENIOR CARE, LLC
OHI ASSET (AZ) AUSTIN HOUSE, LLC

By: OHI Asset HUD SF, LLC,
the Sole Member of each such Company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CFG 2115 WOODSTOCK PLACE, LLC
1200 ELY STREET HOLDINGS CO. LLC
42235 COUNTY ROAD HOLDINGS CO. LLC
2425 TELLER AVENUE, LLC
48 HIGH POINT ROAD, LLC

By: OHI ASSET HUD CFG, LLC,
the Sole Member of each of the companies

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

TEXAS LESSOR - STONEGATE, LP

By: Texas Lessor – Stonegate GP, LLC,
Its General Partner

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

PV REALTY – WILLOW TREE, LLC

By: OHI Asset HUD WO, LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

PAVILLION NURSING CENTER NORTH, LLC
PAVILLION NORTH PARTNERS, LLC
THE SUBURBAN PAVILION, LLC

By: OHI Asset (OH), LLC,
the Sole Member of each such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI ASSET IV (PA) SILVER LAKE, LP

By: OHI Asset CSE-U Subsidiary, LLC,
Its General Partner

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE PENNSYLVANIA HOLDINGS, LP
CSE CENTENNIAL VILLAGE, LP

By: OHI Asset CSE-E Subsidiary, LLC,
Its General Partner

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE DENVER ILIFF LLC
CSE FAIRHAVEN LLC
CSE MARIANNA HOLDINGS LLC
CSE TEXARKANA LLC
CSE WEST POINT LLC
CSE WHITEHOUSE LLC
CARNEGIE GARDENS LLC
FLORIDA REAL ESTATE COMPANY, LLC
GREENBOUGH, LLC
LAD I REAL ESTATE COMPANY, LLC
PANAMA CITY NURSING CENTER LLC
SKYLER MAITLAND LLC
SUWANEE, LLC
OHI ASSET CSE-U SUBSIDIARY, LLC
OHI TENNESSEE, LLC

By: OHI Asset CSE-U, LLC,
the Sole Member of each of the companies

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE BLOUNTVILLE LLC
CSE BOLIVAR LLC
CSE CAMDEN LLC
CSE HUNTINGDON LLC
CSE JEFFERSON CITY LLC
CSE MEMPHIS LLC
CSE RIPLEY LLC

By: OHI Tennessee, LLC,
the Sole Member of each of the companies

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

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
OHI ASSET CSE-E SUBSIDIARY, LLC

By: OHI Asset CSE-E, LLC,
the Sole Member of each of the companies

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

PAVILLION NORTH, LLP

By: Pavillion Nursing Center North, LLC,
its General Partner

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI ASSET (PA), LP
OHI ASSET II (PA), LP
OHI ASSET III (PA), LP

By: OHI Asset (OH), LLC,
the General Partner of each limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE CASABLANCA HOLDINGS LLC

By: OHI Asset CSB LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE CASABLANCA HOLDINGS II LLC

By: CSE Casablanca Holdings LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

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

By: CSE Casablanca Holdings II LLC,
the Sole Member of each of the companies

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE LEXINGTON PARK LLC

By: CSE Lexington Park Realty LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE CAMBRIDGE LLC

By: CSE Cambridge Realty LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE ELKTON LLC

By: CSE Elkton Realty LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

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.

By: CSE North Carolina Holdings I LLC,
the General Partner of each limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OMEGA TRS I, INC.
OHI HEALTHCARE PROPERTIES HOLDCO, INC.

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CSE PINE VIEW LLC
DIXIE WHITE HOUSE NURSING HOME, LLC
OCEAN SPRINGS NURSING HOME, LLC
PENSACOLA REAL ESTATE HOLDINGS I, LLC
PENSACOLA REAL ESTATE HOLDINGS II, LLC
PENSACOLA REAL ESTATE HOLDINGS III, LLC
PENSACOLA REAL ESTATE HOLDINGS IV, LLC
PENSACOLA REAL ESTATE HOLDINGS V, LLC
SKYLER BOYINGTON, LLC
SKYLER FLORIDA, LLC
SKYLER PENSACOLA, LLC

By: OHI Asset HUD Delta, LLC,
the Sole Member of each such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

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
OHI ASSET RO PMM SERVICES, LLC
OHI ASSET (GA) MACON, LLC
OHI ASSET (SC) GREENVILLE, LLC
OHI ASSET (SC) ORANGEBURG, LLC

By: OHI Asset RO, LLC,
the Sole Member of each such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI ASSET MANAGEMENT, LLC

By: OHI Healthcare Properties Limited Partnership,
a Member of such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

By: Omega TRS I, Inc.,
a member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI ASSET (OR) TROUTDALE, LLC
OHI ASSET (PA) GP, LLC
HOT SPRINGS ATRIUM OWNER, LLC
HOT SPRINGS COTTAGES OWNER, LLC
HOT SPRINGS MARINA OWNER, LLC

By: OHI Asset CHG ALF, LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI ASSET (PA) WEST MIFFLIN, LP
BALA CYNWYD REAL ESTATE, LP

By: OHI Asset (PA) GP, LLC,
the General Partner of each limited partnerships

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

BAYSIDE COLORADO HEALTHCARE ASSSOCIATES, LLC

By: Bayside Street, LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

CANTON HEALTH CARE LAND, LLC
DIXON HEALTH CARE CENTER, LLC
HUTTON I LAND, LLC
HUTTON II LAND, LLC
HUTTON III LAND, LLC
LEATHERMAN PARTNERSHIP 89-1, LLC
LEATHERMAN PARTNERSHIP 89-2, LLC
LEATHERMAN 90-1, LLC
MERIDIAN ARMS LAND, LLC
ORANGE VILLAGE CARE CENTER, LLC
ST. MARY'S PROPERTIES, LLC

By: Bayside Street II, LLC,
the Sole Member of such company

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

LENDERS:

BANK OF AMERICA, N.A., as L/C Issuer, Swing Line Lender and as a Lender

By: _____
Name: _____
Title: _____

CREDIT AGRICOLE COPORATE AND INVESTMENT BANK,
as a Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: _____
Name: _____
Title: _____

CITIZENS BANK, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: _____
Title: _____

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
as a Lender

By: _____
Name: _____
Title: _____

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: _____
Title: _____

MORGAN STANLEY BANK, N.A.,
as a Lender

By: _____
Name: _____
Title: _____

ROYAL BANK OF CANADA,
as a Lender

By: _____
Name: _____
Title: _____

SUNTRUST BANK,
as a Lender

By: _____
Name: _____
Title: _____

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: _____
Name: _____
Title: _____

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: _____
Name: _____
Title: _____

STIFEL BANK & TRUST,
as a Lender

By: _____
Name: _____
Title: _____

SYNOVUS BANK,
as a Lender

By: _____
Name: _____
Title: _____

BANK OF TAIWAN, A REPUBLIC OF CHINA BANK ACTING THROUGH ITS LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD. NEW YORK BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

LAND BANK OF TAIWAN LOS ANGELES BRANCH ,
as a Lender

By: _____
Name: _____
Title: _____

TAIWAN BUSINESS BANK, LOS ANGELES BRANCH ,
as a Lender

By: _____
Name: _____
Title: _____

TAIWAN COOPERATIVE BANK, LTD.,
SEATTLE BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

FIRST COMMERCIAL BANK, LTD., A REPUBLIC OF CHINA BANK ACTING THROUGH ITS LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

E. SUN COMMERCIAL BANK, LIMITED, LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

HUA NAN COMMERCIAL BANK LTD.,
LOS ANGELES BRANCH,
as a Lender

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a New Lender

By: _____
Name: _____
Title: _____

COMPASS BANK,
as a New Lender

By: _____
Name: _____
Title: _____

REGIONS BANK,
as a New Lender

By: _____
Name: _____
Title: _____

THE HUNTINGTON NATIONAL BANK,
as a New Lender

By: _____
Name: _____
Title: _____

Exhibit B

Schedule 2.01

LENDERS AND COMMITMENTS

Lender	Revolving Commitment	Revolving Commitment Percentage	Closing Date Term Loan Commitment	Closing Date Term Loan Commitment Percentage	Acquisition Term Loan Commitment	Acquisition Term Loan Commitment Percentage
Bank of America, N.A.	$103,083,333.33	8.246666666%	$19,916,666.67	9.958333333%	$10,048,387.09	5.024193545%
Crédit Agricole Corporate and Investment Bank	$103,083,333.33	8.246666666%	$19,916,666.67	9.958333333%	$10,048,387.09	5.024193545%
JPMorgan Chase Bank, N.A.	$103,083,333.33	8.246666666%	$19,916,666.67	9.958333333%	$10,048,387.09	5.024193545%
Citizens Bank, National Association	$103,083,333.33	8.246666666%	$19,916,666.67	9.958333333%	$10,048,387.09	5.024193545%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$81,333,333.33	6.506666666%	$15,666,666.67	7.833333333%	$7,967,741.94	3.983870970%
Capital One, National Association	$81,333,333.33	6.506666666%	$15,666,666.67	7.833333333%	$7,967,741.94	3.983870970%
Morgan Stanley Bank, N.A.	$81,333,333.33	6.506666666%	$15,666,666.67	7.833333333%	$7,967,741.94	3.983870970%
Royal Bank of Canada	$81,333,333.33	6.506666666%	$15,666,666.67	7.833333333%	$7,967,741.94	3.983870970%
SunTrust Bank	$81,333,333.33	6.506666666%	$15,666,666.67	7.833333333%	$7,967,741.94	3.983870970%
Branch Banking and Trust Company	$50,030,303.03	4.002424242%	$8,333,333.33	4.166666667%	$16,636,363.64	8.318181820%
Sumitomo Mitsui Banking Corporation	$41,666,666.67	3.333333334%	$8,333,333.33	4.166666667%	-	-
Stifel Bank & Trust	$20,833,333.33	1.666666666%	$4,166,666.67	2.083333333%	-	-
Synovus Bank	$20,833,333.33	1.666666666%	$4,166,666.67	2.083333333%	$5,000,000.00	2.500000000%
Bank of Taiwan, a Republic of China Bank acting through its Los Angeles Branch	$16,666,666.67	1.333333334%	$3,333,333.33	1.666666667%	-	-

Mega International Commercial Bank Co., Ltd., New York Branch	$15,000,000.00	1.200000000%	$3,000,000.00	1.500000000%	-	-
Land Bank of Taiwan, Los Angeles Branch	$12,500,000.01	1.000000001%	$2,499,999.99	1.250000000%	$5,000,000.00	2.500000000%
Taiwan Business Bank, Los Angeles Branch	$12,500,000.01	1.000000001%	$2,499,999.99	1.250000000%	-	-
Taiwan Cooperative Bank, Ltd., Seattle Branch	$12,500,000.01	1.000000001%	$2,499,999.99	1.250000000%	-	-
First Commercial Bank, Ltd., a Republic of China Bank acting through its Los Angeles Branch	$8,333,333.33	0.666666666%	$1,666,666.67	0.833333333%	-	-
E. Sun Commercial Bank, Limited, Los Angeles Branch	$4,166,666.67	0.333333334%	$833,333.33	0.416666667%	-	-
Hua Nan Commercial Bank Ltd., Los Angeles Branch	$3,333,333.33	0.266666666%	$666,666.67	0.333333333%	-	-
Wells Fargo Bank, National Association	$81,333,333.34	6.506666667%	-	-	$23,634,408.60	11.817204300%
Compass Bank	$72,142,857.14	5.771428571%	-	-	$28,857,142.86	14.428571430%
Regions Bank	$50,030,303.03	4.002424242%	-	-	$24,969,696.97	12.484848485%
The Huntington National Bank	$9,129,870.13	0.730389610%	-	-	$15,870,129.87	7.935064935%
Total:	**$1,250,000,000.00**	**100.000000000%**	**$200,000,000.00**	**100.000000000%**	**$200,000,000.00**	**100.000000000%**

Exhibit 10.13

Published CUSIP Number: 67091WAA6

CREDIT AGREEMENT

Dated as of April 1, 2015

among

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP,
as Borrower

CERTAIN SUBSIDIARIES OF THE BORROWER

REFERRED TO HEREIN AS GUARANTORS,

THE LENDERS PARTY HERETO,

BANK OF AMERICA, N.A.,
as Administrative Agent,

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

and

J.P. MORGAN CHASE BANK, N.A.,

and

CITIZENS BANK, NATIONAL ASSOCIATION,

as Co-Syndication Agents,

and

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as Joint Lead Arranger and Sole Book Runner

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

and

J.P. MORGAN SECURITIES LLC,

and

CITIZENS BANK, NATIONAL ASSOCIATION,

as Joint Lead Arrangers

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A Form of Loan Notice
B Form of Term Note
C Form of Compliance Certificate
D Form of Assignment and Assumption
E Form of Subsidiary Guarantor Joinder Agreement

CREDIT AGREEMENT

This **CREDIT AGREEMENT** (as amended, modified, restated or supplemented from time to time, this " Credit Agreement" or this "Agreement") is entered into as of April 1, 2015 by and among OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (the "Borrower") certain subsidiaries of the Borrower identified herein, as Guarantors, the Lenders (as defined herein), and BANK OF AMERICA, N.A., as Administrative Agent (as defined herein).

WHEREAS, the Borrower has requested that the Term Loan Lenders hereunder provide a term loan facility in the amount of $100,000,000 (the " Term Loan Facility");

WHEREAS, to provide assurance for the repayment of the Loans hereunder and the other Obligations of the Credit Parties, the Borrower will, among other things, provide or cause to be provided to the Administrative Agent, for the benefit of the holders of the Obligations so guaranteed, a guaranty of the Obligations by each of the Guarantors pursuant to Article XI hereof;

WHEREAS, subject to the terms and conditions set forth herein, the Administrative Agent is willing to act as administrative agent for the Lenders, and each of the Term Loan Lenders is willing to make Term Loans as provided herein in an aggregate amount at any one time outstanding not in excess of such Term Loan Lender's Term Loan Commitment hereunder.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms.

As used in this Credit Agreement, the following terms have the meanings set forth below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acquisition" with respect to any Person, means the purchase or acquisition by such Person of any Capital Stock in or any asset of another Person, whether or not involving a merger or consolidation with such other Person.

"Acquisition Leverage Ratio Notice" means a written notice from the Borrower to the Administrative Agent (a) delivered not later than twenty (20) days following the last day of the initial fiscal quarter in which the Borrower seeks to invoke an adjustment to the Consolidated Leverage Ratio and/or the Consolidated Unencumbered Leverage Ratio and (b) which describes the Significant Acquisition which formed the basis for such request (including without limitation, a pro forma calculation of the Consolidated Leverage Ratio and/or the Consolidated Unencumbered Leverage Ratio, as applicable, immediately prior to and after giving effect to

such Significant Acquisition) and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

"Adjusted Consolidated Funded Debt" means, as of any date of determination, the sum of (a) all Consolidated Funded Debt plus (b) the Consolidated Parties' pro rata share of Funded Debt attributable to interest in Unconsolidated Affiliates.

"Administrative Agent" means Bank of America in its capacity as administrative agent for the Lenders under any of the Credit Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent-Related Persons" means the Administrative Agent, together with its Affiliates (including, in the case of Bank of America in its capacity as the Administrative Agent, the Arranger), and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Agreement" has the meaning provided in the introductory paragraph hereof.

"Applicable Percentage" means with respect to any Lender at any time, (a) with respect to such Lender's portion of any outstanding Term Loan at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of such Term Loan held by such Lender at such time subject to adjustment as provided in Section 2.15, and (b) with respect to such Lender's Term Loan Commitment at any time, the percentage (carried out to the ninth decimal place) of the aggregate Term Loan Commitments of all Lenders represented by such Lender's Term Loan Commitment at such time, subject to adjustment as provided in Section 2.15. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto or in any documentation executed by such Lender pursuant to Section 2.01(e), as applicable.

"Applicable Rate" means, for any applicable period, the appropriate applicable percentage corresponding to the following percentages per annum, based upon the Debt Ratings at each Pricing Level as set forth below:

		Applicable Rate	
Pricing Level	Debt Rating	Eurodollar Loans	Base Rate Loans
1	≥ A-/A3	1.00%	0.00%
2	BBB+/Baa1	1.10%	0.10%
3	BBB/Baa2	1.25%	0.25%
4	BBB-/Baa3	1.50%	0.50%
5	<BBB-/Baa3	1.95%	0.95%

Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective, in the case of an upgrade, during the period commencing on the date of delivery by the Borrower to the Administrative Agent of notice thereof and ending on the day immediately preceding the effective date of the next such change and, in the case of a downgrade, during the period commencing on the date of the public announcement thereof and ending on the day immediately preceding the effective date of the next such change. If at any time the Borrower or Omega REIT has only two (2) Debt Ratings, and such Debt Ratings are split, then: (A) if the difference between such Debt Ratings is one ratings category (e.g. Baa2 by Moody's and BBB- by S&P or Fitch), the Applicable Rate shall be the rate per annum that would be applicable if the higher of the Debt Ratings were used; and (B) if the difference between such Debt Ratings is two ratings categories (e.g. Baa1 by Moody's and BBB- by S&P), the Applicable Rate shall be the rate per annum that would be applicable if the median of the applicable Debt Ratings were used. If at any time the Borrower or Omega REIT has three (3) Debt Ratings, and such Debt Ratings are split, then: (A) if the difference between the highest and the lowest such Debt Ratings is one ratings category (e.g. Baa2 by Moody's and BBB- by S&P or Fitch), the Applicable Rate shall be the rate per annum that would be applicable if the highest of the Debt Ratings were used; and (B) if the difference between such Debt Ratings is two ratings categories (e.g. Baa1 by Moody's and BBB- by S&P or Fitch) or more, the Applicable Rate shall be the rate per annum that would be applicable if the average of the two (2) highest Debt Ratings were used; provided, that if such average is not a recognized rating category, then the Applicable Rate shall be the rate per annum that would be applicable if the second highest Debt Rating of the three were used.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means, collectively, (i) Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as joint lead arranger and sole book runner, (ii) Credit Agricole Corporate and Investment Bank, in its capacity as joint lead arranger, (iii) J.P. Morgan Securities LLC, in its capacity as joint lead arranger and (iv) Citizens Bank, National Association, in its capacity as joint lead arranger.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.07(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit D or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent and, if such assignment and assumption requires its consent, the Borrower.

"Attorney Costs" means and includes all reasonable and documented fees, expenses and disbursements of any law firm or other external counsel and, without duplication, the allocated reasonable and documented cost of internal legal services and all expenses and disbursements of internal counsel.

"Attributable Principal Amount" means (a) in the case of capital leases, the amount of capital lease obligations determined in accordance with GAAP, (b) in the case of Synthetic Leases, an amount determined by capitalization of the remaining lease payments thereunder as if it were a capital lease determined in accordance with GAAP, (c) in the case of Securitization Transactions, the outstanding principal amount of such financing, after taking into account reserve amounts and making appropriate adjustments, determined by the Administrative Agent in its reasonable judgment and (d) in the case of Sale and Leaseback Transactions, the present value (discounted in accordance with GAAP at the debt rate implied in the applicable lease) of the obligations of the lessee for rental payments during the term of such lease.

"Audited Financial Statements" means the audited consolidated balance sheet of Omega REIT and its Consolidated Subsidiaries for the fiscal year ended December 31, 2014, and the related consolidated statements of earnings, shareholders' equity and cash flows for such fiscal year of Omega REIT and its Consolidated Subsidiaries, including the notes thereto; provided, that the Administrative Agent hereby agrees that the Form 10-K of Omega REIT delivered to it by the Borrower and containing information for the fiscal year ended December 31, 2014 shall constitute all information required to be delivered as part of the "Audited Financial Statements" for purposes of this Agreement.

"Bank of America" means Bank of America, N.A., together with its successors.

"Bankruptcy Code" means Title 11 of the United States Code, as the same may be amended from time to time.

"Bankruptcy Event" means, with respect to any Person, the occurrence of any of the following: (a) the entry of a decree or order for relief by a court or governmental agency in an involuntary case under any applicable Debtor Relief Law or any other bankruptcy, insolvency or other similar law now or hereafter in effect, or the appointment by a court or governmental agency of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of its Property or the ordering of the winding up or liquidation of its affairs by a court or governmental agency and such decree, order or appointment is not vacated or discharged within ninety (90) days of its filing; or (b) the commencement against such Person of an involuntary case under any applicable Debtor Relief Law or any other bankruptcy, insolvency or other similar law now or hereafter in effect, or of any case, proceeding or other action for the appointment of a receiver, liquidator, assignee,

custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of its Property or for the winding up or liquidation of its affairs, and such involuntary case or other case, proceeding or other action shall remain undismissed for a period of ninety (90) consecutive days, or the repossession or seizure by a creditor of such Person of a substantial part of its Property; or (c) such Person shall commence a voluntary case under any applicable Debtor Relief Law or any other bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or the taking possession by a receiver, liquidator, assignee, creditor in possession, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of its Property or make any general assignment for the benefit of creditors; or (d) the filing of a petition by such Person seeking to take advantage of any Debtor Relief Law or any other applicable Law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, or (e) such Person shall fail to contest in a timely and appropriate manner (and if not dismissed within ninety (90) days) or shall consent to any petition filed against it in an involuntary case under such bankruptcy laws or other applicable Law or consent to any proceeding or action relating to any bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts with respect to its assets or existence, or (f) such Person shall admit in writing, or such Person's financial statements shall reflect, an inability to pay its debts generally as they become due.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," and (c) the one-month Eurodollar Rate plus one percent (1.00%); and if Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in the prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Borrower" has the meaning given to such term in the introductory paragraph hereof.

"Borrower Materials" has the meaning provided in Section 6.02.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Loans, having the same Interest Period.

"Braswell Indebtedness" means that certain Indebtedness of Regency Health Services, Inc. owing to C. Allen Braswell, Braswell Management, Inc., Dorothy Norton and Cecil Mays pursuant to that certain Promissory Note Secured by Deeds of Trust in the original principal amount of $4,114,035 (of which no more than $2,961,607 was outstanding as of June 27, 2014).

"Businesses" has the meaning provided in Section 5.07(a).

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Loan, means any such day that is also a London Banking Day.

"Capital Lease" means a lease that would be capitalized on a balance sheet of the lessee prepared in accordance with GAAP.

"Capital Stock" means (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalization Rate" means 10.0% for all government reimbursed assets (i.e. skilled nursing facilities, hospitals, etc.) and 7.50% for all non-government reimbursed assets (i.e. assisted living facilities, independent living facilities, medical office buildings, etc.).

"Cash Equivalents" means (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (b) time deposits and certificates of deposit of (i) any Lender, (ii) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (each an "Approved Bank"), in each case with maturities of not more than two hundred seventy (270) days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (d) repurchase agreements entered into by any Person with a bank or trust company (including any of the Lenders) or recognized securities dealer having capital and surplus in excess of $500,000,000 for direct obligations issued by or fully guaranteed by the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations and (e) Investments (classified in accordance with GAAP as current assets) in money market investment programs registered under the Investment Company Act of 1940, as amended, that are administered by reputable financial institutions having capital of at least $500,000,000 and the portfolios of which are limited to Investments of the character described in the foregoing subclauses hereof.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority;

provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means the occurrence of any of the following events: (a) any Person or two or more Persons acting in concert shall have acquired beneficial ownership, directly or indirectly, of, or shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation, will result in its or their acquisition of or control over, voting stock of Omega REIT (or other securities convertible into such voting stock) representing thirty-five percent (35%) or more of the combined voting power of all voting stock of Omega REIT, (b) during any period of up to twenty-four (24) consecutive months, commencing June 27, 2014, individuals who at the beginning of such twenty-four (24) month period were directors of Omega REIT (together with any new director whose election by the Omega REIT's Board of Directors or whose nomination for election by the Omega REIT's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the directors of Omega REIT then in office, (c) the occurrence of a "Change of Control" or any equivalent term or concept under any of the Senior Note Indentures, (d) Omega REIT ceases to be a general partner of the Borrower or ceases to have the sole and exclusive power to exercise all management and control over the Borrower, (e) any Person other than Omega REIT or Omega Holdco becomes a general partner of the Borrower (except that temporary ownership by Aviv REIT, Inc. or any of its pre-merger subsidiaries of any general partnership interest(s) in the Borrower will be permitted, provided that after giving effect to the merger, all of such general partnership interest(s) in the Borrower theretofore held by Aviv REIT, Inc. or its pre-merger subsidiaries are owned by Omega Holdco), or (f) Omega REIT ceases to own, directly or indirectly, sixty percent (60%) or more of the equity interests in the Borrower. As used herein, "beneficial ownership" shall have the meaning provided in Rule 13d-3 of the SEC under the Securities Exchange Act of 1934.

"Closing Date" means the date hereof.

"Commitment" means with respect to each Lender, the Term Loan Commitment of such Lender.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § et seq.).

"Compliance Certificate" means a certificate substantially in the form of Exhibit C.

"Confidential Information" has the meaning provided in Section 10.08.

"Consolidated Adjusted EBITDA" means, for any period, for the Consolidated Parties on a consolidated basis, the sum of (a) Consolidated EBITDA as of such date plus (b) an amount

based on the Special Charges Adjustment (without duplication to the extent included in the determination of Consolidated Interest Expense and added back to net income in the calculation of Consolidated EBITDA).

"Consolidated EBITDA" means, for any period, for the Consolidated Parties on a consolidated basis, the sum of (a) net income of the Consolidated Parties, in each case, excluding any non-recurring or extraordinary gains and losses, plus (b) an amount which, in the determination of net income for such period pursuant to clause (a) above, has been deducted for or in connection with (i) Consolidated Interest Expense (plus, amortization of deferred financing costs, to the extent included in the determination of Consolidated Interest Expense per GAAP), (ii) income taxes, and (iii) depreciation and amortization plus (c) to the extent decreasing net income of the Consolidated Parties for such period, all expenses directly attributable to FIN 46 consolidation requirements, minus (d) to the extent increasing net income of the Consolidated Parties for such period, all revenue directly attributable to FIN 46 consolidation requirements, plus (e) to the extent decreasing net income of the Consolidated Parties for such period, all expenses directly related to owned and operated assets, minus (f) to the extent increasing net income of the Consolidated Parties for such period, all revenues directly related to owned and operated assets, all determined in accordance with GAAP.

"Consolidated Fixed Charge Coverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Adjusted EBITDA to (b) Consolidated Fixed Charges, in each case, for the most recently completed four (4) fiscal quarters.

"Consolidated Fixed Charges" means, for any period, for the Consolidated Parties on a consolidated basis, the sum of (a) Consolidated Interest Expense (excluding, for purposes hereof and without duplication, Special Charges to the extent included in the calculation of Consolidated Interest Expense) for such period, plus (b) current scheduled principal payments of Consolidated Funded Debt for such period (including, for purposes hereof, current scheduled reductions in commitments, but excluding any payment of principal under the Credit Documents and any "balloon" payment or final payment at maturity that is significantly larger than the scheduled payments that preceded it) for a period beginning the day after the date of determination and lasting for the same length of time as the applicable period referenced at the beginning of this definition, plus (c) dividends and distributions on preferred stock, if any, for such period, in each case, as determined in accordance with GAAP.

"Consolidated Funded Debt" means, as of any date of determination, the sum of (a) all Funded Debt of the Consolidated Parties determined on a consolidated basis minus (b) to the extent included in the calculation of Funded Debt of the Consolidated Parties, the aggregate amount of Funded Debt directly attributable to FIN 46 consolidation requirements, all determined in accordance with GAAP.

"Consolidated Interest Expense" means, for any period, for the Consolidated Parties on a consolidated basis, all interest expense and letter of credit fee expense, as determined in accordance with GAAP during such period; provided, that interest expenses shall, in any event, (a) include the interest component under Capital Leases and the implied interest component under Securitization Transactions and (b) exclude the amortization of any deferred financing fees.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) Adjusted Consolidated Funded Debt to (b) Consolidated Total Asset Value for the most recently completed fiscal quarter.

"Consolidated Parties" means Omega REIT and its Consolidated Subsidiaries, as determined in accordance with GAAP.

"Consolidated Secured Funded Debt" means the aggregate principal amount of Funded Debt of Omega REIT or any of its Subsidiaries, on a consolidated basis, that is secured by a Lien, and shall include (without duplication), the ownership share of such secured Funded Debt of Omega REIT's or its Subsidiaries' Unconsolidated Affiliates.

"Consolidated Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Secured Funded Debt to (b) Consolidated Total Asset Value for the most recently completed fiscal quarter.

"Consolidated Subsidiary" means at any date any Subsidiary of Omega REIT or other entity the accounts of which would be consolidated with those of Omega REIT in its consolidated financial statements if such statements were prepared as of such date.

"Consolidated Tangible Net Worth" means, for the Consolidated Parties as of any date of determination, (a) stockholders' equity on a consolidated basis determined in accordance with GAAP, but with no upward adjustments due to any revaluation of assets, less (b) all Intangible Assets, plus (c) all accumulated depreciation, all determined in accordance with GAAP; provided, that the Consolidated Parties will be permitted to exclude (i.e. add back to stockholder's equity) up to $35,000,000 in potential future impairment charges incurred on or after June 27, 2014 (such exclusions to be clearly reflected, however, in the calculations of Consolidated Tangible Net Worth delivered to the Administrative Agent by the Borrower from time to time pursuant to the terms of this Credit Agreement).

"Consolidated Total Asset Value" means the sum of all the following of the Consolidated Parties, without duplication: (a) the quotient of (1) Net Revenue from all Real Property Assets for the fiscal quarter most recently ended (for Real Property Assets owned for the prior four (4) fiscal quarters), minus the Net Revenue attributable to each Real Property Asset sold or otherwise disposed of during such most recently ended quarter, minus the Net Revenue from all Real Property Assets acquired during the prior four (4) fiscal quarter period, *multiplied* by four, divided by (2) the Capitalization Rate, plus (b) the acquisition cost of each Real Property Asset acquired during the prior four (4) fiscal quarter period, plus (c) the GAAP book value of Omega REIT's Investments permitted by Section 7.03 of the REIT Credit Agreement, plus (d) cash and cash equivalents, plus (e) the Consolidated Parties' pro rata share of the foregoing items and components attributable to interest in Unconsolidated Affiliates.

"Consolidated Unsecured Debt Yield" means, as of any date of determination, the ratio of (a) Unencumbered Net Revenue plus interest income from unencumbered Qualified Mortgage Loans (provided, however, the aggregate amount of Qualified Mortgage Loans attributable to second mortgages or second deeds of trust shall not exceed $150,000,000), as of the end of the

most recently completed fiscal quarter *multiplied* by four (4) to (b) the Consolidated Unsecured Funded Debt for the most recently completed fiscal quarter.

"Consolidated Unsecured Funded Debt" mean the aggregate principal amount of Funded Debt of Omega REIT or any of its Subsidiaries, on a consolidated basis, that is not Consolidated Secured Funded Debt.

"Consolidated Unsecured Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) Unencumbered Net Revenue for the most recently completed fiscal quarter to (b) the Consolidated Unsecured Interest Expense for the most recently completed fiscal quarter.

"Consolidated Unsecured Interest Expense" means, for any period, for the Consolidated Parties on a consolidated basis, all interest expense and letter of credit fee expense, as determined in accordance with GAAP during such period, attributable to Omega REIT and its Subsidiaries' aggregate Consolidated Unsecured Funded Debt; provided, that interest expenses shall, in any event, (a) include the interest component under Capital Leases and the implied interest component under Securitization Transactions and (b) exclude the amortization of any deferred financing fees.

"Consolidated Unsecured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Unsecured Funded Debt to (b) Unencumbered Asset Value for the most recently completed fiscal quarter.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto. Without limiting the generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote twenty-five percent (25%) or more of the securities having ordinary voting power for the election of directors, managing general partners or the equivalent.

"Credit Agreement" has the meaning given to such term in the introductory paragraph hereof.

"Credit Documents" means this Credit Agreement, the Notes, the Engagement Letter, the Subsidiary Guarantor Joinder Agreements and the Compliance Certificates.

"Credit Party" means, as of any date, the Borrower or any Guarantor which is a party to the Credit Agreement as of such date; and " Credit Parties" means a collective reference to each of them.

"Debt Rating" means, as of any date of determination, the rating as determined by S&P, Moody's and/or Fitch of the Borrower's or Omega REIT's non-credit-enhanced, senior unsecured long-term debt.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event, act or condition that, with notice, the passage of time, or both, would constitute an Event of Default.

"Default Rate" means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate, if any, applicable to Base Rate Loans plus (c) two percent (2%) per annum; provided, however, that with respect to a Eurodollar Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus two percent (2%) per annum, in each case to the fullest extent permitted by applicable Law.

"Defaulting Lender" means, subject to Section 2.15(b), any Lender that, as reasonably determined by the Administrative Agent, (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans within three Business Days of the date required to be funded by it hereunder, unless, in the case of any Loan, such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's reasonable determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's reasonable determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or

permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.15(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each Lender promptly following such determination.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dollar" or "$" means the lawful currency of the United States.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent (such approval not to be unreasonably withheld or delayed), and (ii) unless an Event of Default has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided, that notwithstanding the foregoing, "Eligible Assignee" shall not include the Borrower or any of the Borrower's Affiliates or Subsidiaries.

"Eligible Ground Lease" means, at any time, a ground lease (a) under which the Borrower or a Subsidiary of the Borrower is the lessee or holds equivalent rights and is the fee owner of the improvements located thereon, (b) that has a remaining term of not less than thirty (30) years; provided, however, with respect to that certain ground lease covering properties located at 200 Alabama Avenue, Muscle Shoals, Alabama, 500 John Aldridge Drive, Tuscumbia, Alabama and 813 Keeler Lane, Tuscumbia, Alabama, such remaining term may be less than thirty (30) years provided that the Borrower or such Subsidiary of the Borrower at all times possesses a valid and enforceable irrevocable option to purchase the fee interest in such properties with no conditions or contingencies other than the payment of a sum of less than $1,000.00, (c) under which any required rental payment, principal or interest payment or other payment due under such lease from the Borrower or from such Subsidiary of the Borrower to the ground lessor is not more than sixty (60) days past due and any required rental payment, principal or interest payment or other payment due to such Borrower or Subsidiary of the Borrower under any sublease of the applicable real property lessor is not more than sixty (60) days past due, (d) where no party to such lease is subject to a then-continuing Bankruptcy Event, (e) such ground lease (or a related document executed by the applicable ground lessor) contains customary provisions protective of any lender to the lessee and (f) where the Borrower's or such Subsidiary of the Borrower's interest in the underlying Real Property Asset or the lease is not subject to (i) any Lien other than Permitted Liens and other encumbrances acceptable to the Administrative Agent and the Required Lenders, in their discretion, or (ii) any Negative Pledge.

"Engagement Letter" means the letter agreement dated as of February 20, 2015 among the Borrower, Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Administrative Agent, as amended and modified.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Equity Transaction" means, with respect to any member of the Consolidated Parties, any issuance or sale of shares of its Capital Stock, other than an issuance (a) to a Consolidated Party, (b) in connection with a conversion of debt securities to equity, (c) in connection with the exercise by a present or former employee, officer or director under a stock incentive plan, stock option plan or other equity-based compensation plan or arrangement, or (d) in connection with any acquisition permitted hereunder.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

"Eurodollar Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of "Eurodollar Rate."

"Eurodollar Rate" means

(a) For any Interest Period with respect to a Eurodollar Loan, the rate per annum equal to the London Interbank Offered Rate (" LIBOR") or a comparable or successor rate, which rate is approved by the Administrative Agent, as published by

Bloomberg (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such case, the "LIBOR Rate") at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; and if the Eurodollar Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement;

(b) For any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the LIBOR Rate, at approximately 11:00 a.m., London time, determined two (2) Business Days prior to such date for Dollar deposits with a term of one month commencing that day;

provided, that to the extent a comparable or successor rate is approved by the Administrative Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; and, provided, further, that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

"Event of Default" has the meaning provided in Section 8.01.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Obligation under any Swap Contract if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant under a Credit Document by such Guarantor of a security interest to secure, such Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act (or the application or official interpretation thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 11.07 and any and all guarantees of such Guarantor's Obligations under any Swap Contract by other Credit Parties) at the time the Guaranty of such Guarantor, or grant by such Guarantor of a security interest, becomes effective with respect to such Obligation. If an Obligation under any Swap Contract arises under a Master Agreement governing more than one Swap Contract, such exclusion shall apply to only the portion of such Obligations that is attributable to Swap Contracts for which such Guaranty or security interest becomes illegal.

"Executive Order" has the meaning provided in the definition of "Prohibited Person" in this Section 1.01.

"Extension of Credit" means any Borrowing.

"Facilities" has the meaning provided in Section 5.07(a).

"Facility Lease" means a lease or master lease with respect to any Real Property Asset owned or ground leased by any of the Consolidated Parties as lessor, to a third party Tenant, which, in the reasonable judgment of the Administrative Agent, is a triple net lease such that such Tenant is required to pay all taxes, utilities, insurance, maintenance, casualty insurance payments and other expenses with respect to the subject Real Property Asset (whether in the form of reimbursements or additional rent) in addition to the base rental payments required

thereunder such that net operating income to the applicable Consolidated Party for such Real Property Asset (before non-cash items) equals the base rent paid thereunder; provided, that each such lease or master lease shall be in form and substance reasonably satisfactory to the Administrative Agent.

"FASB" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Section 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any applicable intergovernmental agreements.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day immediately succeeding such day; provided, that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the immediately preceding Business Day as so published on the immediately succeeding Business Day, and (b) if no such rate is so published on such immediately succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to the next $1/100^{th}$ of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Fitch" means Fitch Ratings, a Subsidiary of Fimalac, S.A., and any successor thereto.

"Foreign Lender" has the meaning provided in Section 10.15(a)(i).

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Funded Debt" means, as to any Person (or consolidated group of Persons) at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations for borrowed money, whether current or long-term (including the Obligations hereunder), and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all purchase money indebtedness (including indebtedness and obligations in respect of conditional sales and title retention arrangements, except for customary conditional sales and title retention arrangements with suppliers that are entered into in the ordinary course of business) and all indebtedness and obligations in respect of the

deferred purchase price of property or services (other than trade accounts payable incurred in the ordinary course of business and payable on customary trade terms);

(c) all direct obligations under letters of credit (including standby and commercial), bankers' acceptances and similar instruments (including bank guaranties, surety bonds, comfort letters, keep-well agreements and capital maintenance agreements) to the extent such instruments or agreements support financial, rather than performance, obligations;

(d) the Attributable Principal Amount of capital leases and Synthetic Leases;

(e) the Attributable Principal Amount of Securitization Transactions;

(f) all preferred stock and comparable equity interests providing for mandatory redemption, sinking fund or other like payments;

(g) Support Obligations in respect of Funded Debt of another Person (other than Persons in such group, if applicable); and

(h) Funded Debt of any partnership or joint venture or other similar entity in which such Person is a general partner or joint venturer, and, as such, has personal liability for such obligations, but only to the extent there is recourse to such Person (or, if applicable, any Person in such consolidated group) for payment thereof.

For purposes hereof, the amount of Funded Debt shall be determined based on the outstanding principal amount in the case of borrowed money indebtedness under clause (a) and purchase money indebtedness and the deferred purchase obligations under clause (b), based on the maximum amount available to be drawn in the case of letter of credit obligations and the other obligations under clause (c), and based on the amount of Funded Debt that is the subject of the Support Obligations in the case of Support Obligations under clause (g). For purposes of clarification, "Funded Debt" of Person constituting a consolidated group shall not include inter-company indebtedness of such Persons, general accounts payable of such Persons which arise in the ordinary course of business, accrued expenses of such Persons incurred in the ordinary course of business or minority interests in joint ventures or limited partnerships (except to the extent set forth in clause (h) above).

"Funds From Operations" means, with respect to any period, Omega REIT's net income (or loss), plus depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures as hereafter provided. Notwithstanding contrary treatment under GAAP, for purposes hereof, (a) "Funds From Operations" shall include, and be adjusted to take into account, Omega REIT's interests in unconsolidated partnerships and joint ventures, on the same basis as consolidated partnerships and subsidiaries, as provided in the "white paper" issued in April 2002 by the National Association of Real Estate Investment Trusts, a copy of which has been provided to the Administrative Agent and the Lenders and (b) net income (or loss) shall not include gains (or, if applicable, losses) resulting from or in connection with (i) restructuring of indebtedness, (ii) sales of property, (iii) sales or redemptions of preferred stock, (iv) revenue or expenses related to owned and operated assets, (v) revenue or expense related to FIN 46 consolidation requirements or (vi) any other Special Charges.

"GAAP" means generally accepted accounting principles in effect in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board from time to time applied on a consistent basis, subject to the provisions of Section 1.03.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranteed Obligations" has the meaning given to such term in Section 11.01(a).

"Guarantors" means any Subsidiary of the Borrower that guarantees the loans and obligations hereunder pursuant to the Guaranty, in each case with their successors and permitted assigns.

"Guaranty" means the guaranty of the Obligations by each of the Guarantors pursuant to Article XI hereof.

"Hazardous Material" means any toxic or hazardous substance, including petroleum and its derivatives regulated under the Environmental Laws.

"Healthcare Facilities" means any skilled nursing facilities, mentally retarded and developmentally disabled facilities, rehab hospitals, long term acute care facilities, intermediate care facilities for the mentally disabled, medical office buildings, domestic assisted living facilities, independent living facilities or Alzheimer's care facilities and any ancillary businesses that are incidental to the foregoing.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all Funded Debt;

(b) all contingent obligations under letters of credit (including standby and commercial), bankers' acceptances and similar instruments (including bank guaranties, surety bonds, comfort letters, keep-well agreements and capital maintenance agreements) to the extent such instruments or agreements support financial, rather than performance, obligations;

(c) net obligations under any Swap Contract;

(d) Support Obligations in respect of Indebtedness of another Person; and

(e) Indebtedness of any partnership or joint venture or other similar entity in which such Person is a general partner or joint venturer, and, as such, has personal liability for such obligations, but only to the extent there is recourse to such Person for payment thereof.

For purposes hereof, the amount of Indebtedness shall be determined based on Swap Termination Value in the case of net obligations under Swap Contracts under clause (c) and based on the outstanding principal amount of the Indebtedness that is the subject of the Support Obligations in the case of Support Obligations under clause (d).

"Indemnified Liabilities" has the meaning provided in Section 10.05.

"Indemnitees" has the meaning provided in Section 10.05.

"Intangible Assets" means all assets consisting of goodwill, patents, trade names, trademarks, copyrights, franchises, experimental expense, organization expense, unamortized debt discount and expense, deferred assets (other than prepaid insurance and prepaid taxes), the excess of cost of shares acquired over book value of related assets and such other assets as are properly classified as "intangible assets" in accordance with GAAP.

"Interest Payment Date" means, (a) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Term Loan Maturity Date, and (b) as to any Eurodollar Loan, the last Business Day of each Interest Period for such Loan, the date of repayment of principal of such Loan, and where the applicable Interest Period exceeds three months, the date every three months after the beginning of such Interest Period. If an Interest Payment Date falls on a date that is not a Business Day, such Interest Payment Date shall be deemed to be the immediately succeeding Business Day.

"Interest Period" means, as to each Eurodollar Loan, the period commencing on the date such Eurodollar Loan is disbursed or converted to or continued as a Eurodollar Loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its Loan Notice; provided, that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the immediately succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Term Loan Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986 as amended.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Capital Stock of another Person, (b) a loan, advance or capital contribution to, guaranty or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another

Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"Investment Grade Rating" means a Debt Rating of BBB-/Baa3 (or equivalent) or higher from any of Moody's, S&P or Fitch.

"Investor Guarantor" means any of the limited partners (other than Omega REIT or any Subsidiary of Omega REIT) of the Borrower that are a party to the Investor Guaranty.

"Investor Guaranty" means a guaranty which may be executed and delivered by one or more Investor Guarantors in accordance with Section 6.19, in a form approved by Administrative Agent, which approval shall not be unreasonably withheld, delayed or conditioned, as the same may be amended, supplemented or otherwise modified from time to time.

"IRS" means the United States Internal Revenue Service.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lender" means each of the Persons identified as a "Lender" on the signature pages hereto and each Person who joins as a Lender pursuant to the terms hereof, together with their respective successors and assigns.

"Lending Office" means, as to any Lender, the office or offices of such Lender set forth in such Lender's Administrative Questionnaire or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"LIBOR" has the meaning provided in the definition of "Eurodollar Rate" in this Section 1.01.

"LIBOR Rate" has the meaning provided in the definition of "Eurodollar Rate" in this Section 1.01.

"Lien" means any mortgage, deed of trust, deed to secured debt, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means any Term Loan and the Base Rate Loans and Eurodollar Loans comprising such Loans.

"Loan Notice" means a notice of (a) a Borrowing of Loans, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Loans, which, if in writing, shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Master Agreement" has the meaning provided in the definition of "Swap Contract" in this Section 1.01.

"Material Adverse Effect" means a material adverse effect on (a) the condition (financial or otherwise), operations, business, assets, liabilities or prospects of Omega REIT and its Consolidated Subsidiaries taken as a whole, (b) the ability of the Borrower or the other Credit Parties, taken as a whole, to perform any material obligation under the Credit Documents, or (c) the rights and remedies of the Administrative Agent and the Lenders under the Credit Documents.

"Material Contract" means, any agreement the breach, nonperformance or cancellation of which could reasonably be expected to have a Material Adverse Effect.

"Material Group" has the meaning specified in the definition of "Material Subsidiary."

"Material Subsidiary" means each Subsidiary or any group of Subsidiaries (a) which, as of the most recent fiscal quarter of Omega REIT for which financial statements have been delivered pursuant to Section 6.01, contributed greater than $10,000,000 of Consolidated EBITDA for the period of four (4) consecutive fiscal quarters then ended or (b) which contributed greater than $50,000,000 of Consolidated Total Asset Value as of such date. A group of Subsidiaries (a "Material Group") each of which is not otherwise a Material Subsidiary (defined in the foregoing sentence) shall constitute a Material Subsidiary if the group taken as a single entity satisfies the requirements of the foregoing sentence.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage Loan" means any loan owned or held by any of the Consolidated Parties secured by a mortgage or deed of trust on Real Property Assets.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Negative Pledge" means any agreement (other than this Credit Agreement or any other Credit Document) that in whole or in part prohibits the creation of any Lien on any assets of a Person; provided, however, that an agreement that establishes a maximum ratio of unsecured debt to unencumbered assets, or of secured debt to total assets, or that otherwise conditions a

Person's ability to encumber its assets upon the maintenance of one or more specified ratios that limit such Person's ability to encumber its assets but that do not generally prohibit the encumbrance of its assets, or the encumbrance of specific assets, shall not constitute a "Negative Pledge" for purposes of this Credit Agreement.

"Net Revenue" shall mean, with respect to any Real Property Asset for the applicable period, the sum of (a) rental payments received in cash by the applicable Consolidated Party (whether in the nature of base rent, minimum rent, percentage rent, additional rent or otherwise, but exclusive of security deposits, earnest money deposits, advance rentals, reserves for capital expenditures, charges, expenses or items required to be paid or reimbursed by the Tenant thereunder and proceeds from a sale or other disposition) pursuant to the Facility Leases applicable to such Real Property Asset, minus (b) expenses of the applicable Consolidated Party allocated to such Real Property Asset, minus (c) to the extent increasing Net Revenue of the Consolidated Parties for such period, all revenue directly attributable to FIN 46 consolidation requirements.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Notes" means a collective reference to the Term Notes; and " Note" means any one of them.

"Obligations" means, without duplication, (a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party arising under any Credit Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (b) all obligations under any Swap Contract of any Credit Party to which a Lender or any Affiliate of a Lender is a party and (c) all obligations of any Credit Party under any treasury management agreement between any Credit Party and any Lender or Affiliate of a Lender; provided, however, that the "Obligations" of a Credit Party shall exclude any Excluded Swap Obligations with respect to such Credit Party.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Omega Holdco" means OHI Healthcare Properties Holdco, Inc., a Delaware corporation, and its successors.

"Omega REIT" means Omega Healthcare Investors, Inc., a Maryland corporation, and its successors.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint

venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Outstanding Amount" means the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Term Loans, as the case may be, occurring on such date.

"Participant" has the meaning provided in Section 10.07(d).

"Patriot Act" means the USA Patriot Act, Pub. L. No. 107-56 et seq.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Permitted Activity" has the meaning provided in Section 7.14.

"Permitted Liens" means, at any time, Liens in respect of the Borrower or any of its Subsidiaries permitted to exist at such time pursuant to the terms of Section 7.01.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or, with respect to any such plan that is subject to Section 412 of the Internal Revenue Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning provided in Section 6.02.

"Pro Forma Basis" shall mean, for purposes of determining the calculation of and compliance with the financial covenants set forth in Section 6.12(a), (b), (c), (d), (f) and (g) hereunder, that the subject transaction shall be deemed to have occurred as of the first day of the period of four (4) consecutive fiscal quarters ending as of the end of the most recent fiscal quarter for which annual or quarterly financial statements shall have been delivered in accordance with the provisions of this Credit Agreement. Further, for purposes of making calculations on a "Pro Forma Basis" hereunder, (a) in the case of a Disposition, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject of such Disposition shall be excluded to the extent relating to any period prior to the date of the subject transaction, and (ii) Indebtedness paid or retired in connection with the subject transaction shall be deemed to have been paid and retired as of the first day of

the applicable period; (b) in the case of an Acquisition, (i) income statement items (whether positive or negative) attributable to the property, entities or business units that are the subject of such Acquisition shall be included to the extent relating to any period prior to the date of the subject transaction, and (ii) Indebtedness incurred in connection with the subject transaction shall be deemed to have been incurred as of the first day of the applicable period (and interest expense shall be imputed for the applicable period utilizing the actual interest rates thereunder or, if actual rates are not ascertainable, assuming prevailing interest rates hereunder) and (c) in the case of an Equity Transaction, Indebtedness paid or retired in connection therewith shall be deemed to have been paid and retired as of the first day of the applicable period.

"Prohibited Person" means any Person (i) listed in the annex to, or who is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (ii) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions, of the Executive Order; (iii) with whom a Person is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering Law, including the Executive Order; (iv) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of such list; or who is an Affiliate of a Person listed in clauses (i) - (v) above.

"Property" means all property owned or leased by a Credit Party or any of its Subsidiaries, both real and personal.

"Qualified ECP Guarantor" means, at any time, each Credit Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Mortgage Loan" means any Mortgage Loan that is secured by a first or second mortgage or a first or second deed of trust on Real Property Assets so long as the mortgagor or grantor with respect to such Mortgage Loan is not delinquent sixty (60) days or more in interest or principal payments due thereunder.

"Qualified REIT Subsidiary" means the meaning given to such term in the Internal Revenue Code.

"Real Property Asset" means, a parcel of real property, together with all improvements (if any) thereon, owned in fee simple or leased pursuant to an Eligible Ground Lease by any Person; "Real Property Assets" means a collective reference to each Real Property Asset.

"Register" has the meaning provided in Section 10.07(c).

"Registered Public Accounting Firm" has the meaning provided in the Securities Laws and shall be independent of Omega REIT as prescribed by the Securities Laws.

"Regulation U" means Regulation U of the FRB, as in effect from time to time.

"Regulation X" means Regulation X of the FRB, as in effect from time to time.

"REIT" means a real estate investment trust as defined in Sections 856-860 of the Internal Revenue Code.

"REIT Credit Agreement" means that certain Credit Agreement, dated as of June 27, 2014, by and among Omega REIT, as borrower, certain subsidiaries of Omega REIT, as guarantors, the financial institutions party thereto from time to time, as lenders, and Bank of America, N.A., as administrative agent, as amended, restated, supplemented or otherwise modified from time to time.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty-day notice period has been waived.

"Request for Extension of Credit" means, with respect to a Borrowing of Loans or the conversion or continuation of Loans, a Loan Notice.

"Required Lenders" means, as of any date of determination, two or more Lenders (except to the extent only one Lender exists as of such date) having at least 50% of (a) the sum of the outstanding principal amount of the Term Loans and the aggregate Commitments or (b) if the aggregate Commitments have expired or have been terminated pursuant to Article VIII, Lenders holding in the aggregate at least 50% of the sum of the outstanding principal amount of the Term Loans; provided, that the unfunded Commitments of any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Responsible Officer" means the chief executive officer, president, chief operating officer and chief financial officer of any Credit Party and solely for the purposes of notices given pursuant to Article II, any other officer of the applicable Credit Party so designated by any of the foregoing officers in a notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Credit Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sale and Leaseback Transaction" means, with respect to Omega REIT or any Subsidiary of Omega REIT, any arrangement, directly or indirectly, with any person whereby Omega REIT or such Subsidiary shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or

other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sanction(s)" means any international economic sanction or trade embargo administered or enforced by OFAC, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"Sanctioned Person" means (a) a Person named on the list of "Specially Designated Nationals and Blocked Persons" maintained by OFAC available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx, or as otherwise published from time to time, (b) (i) an agency of the government of a Designated Jurisdiction, (ii) an organization controlled by a Designated Jurisdiction, or (iii) a Person resident in a Designated Jurisdiction, to the extent subject to a sanctions program administered by OFAC or (c) any Person or Persons owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

"Securitization Transaction" means any financing or factoring or similar transaction (or series of such transactions) entered by any member of the Consolidated Parties pursuant to which such member of the Consolidated Parties may sell, convey or otherwise transfer, or grant a security interest in, accounts, payments, receivables, rights to future lease payments or residuals or similar rights to payment to a special purpose subsidiary or affiliate or any other Person.

"Senior Notes" means collectively, the Senior Notes (2022), the Senior Notes (2024A), the Senior Notes (2024B), the Senior Notes (2025) and the Senior Notes (2027).

"Senior Notes (2022)" means any one of the 6.75% Senior Notes due 2022 issued by Omega REIT in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2022), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2024A)" means any one of the 5.875% Senior Notes due 2024 issued by Omega REIT in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2024A), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2024B)" means any one of the 4.950% Senior Notes due 2024 issued by Omega REIT in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2024B),

as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2025)" means any one of the 4.50% Senior Notes due 2025 issued by Omega REIT in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2025), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Notes (2027)" means any one of the 4.50% Senior Notes due 2027 issued by Omega REIT in favor of the Senior Noteholders pursuant to the Senior Note Indenture (2027), as such Senior Notes may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indentures" means collectively, the Senior Note Indenture (2022), the Senior Note Indenture (2024A), the Senior Note Indenture (2024B), the Senior Note Indenture (2025) and the Senior Note Indenture (2027).

"Senior Note Indenture (2022)" means the Indenture, dated as of October 4, 2010 by and among Omega REIT and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2024A)" means the Indenture, dated as of March 19, 2012 by and among Omega REIT and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2024B)" means the Indenture, dated as of March 11, 2014 by and among Omega REIT and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2025)" means the Indenture, dated as of September 11, 2014 by and among Omega REIT and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Note Indenture (2027)" means the Indenture, dated as of March 18, 2015 by and among Omega REIT and the Senior Noteholders, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Senior Noteholder" means any one of the holders from time to time of the Senior Notes.

"Significant Acquisition" means any acquisition or investment (in one or a series of related transactions) with an aggregate consideration in excess of $200,000,000.

"Solvent" means, with respect to any person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other

commitments as they mature, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Special Charges" means, for any period, for the Consolidated Parties on a consolidated basis, all charges, costs or expenses of the Consolidated Parties related to any of the following:

(a) cash litigation charges incurred by the Consolidated Parties; provided, that such amount shall not exceed an aggregate amount of $10,000,000 since June 27, 2014 and any such amounts in excess of $10,000,000 shall not be included in the determination of the Special Charges Adjustment for any period;

(b) non-cash charges associated solely with respect to the write-down of the value of accounts due to straight-line rent;

(c) other than as set forth in clause (b) immediately above, additional non-cash charges associated with the write-down of the value of accounts and/or notes receivable of the Consolidated Parties; provided, that such amount shall not exceed an aggregate amount of $35,000,000 since June 27, 2014 and any such amounts in excess of $35,000,000 shall not be included in the determination of the Special Charges Adjustment for any period;

(d) non-cash charges related to preferred stock redemptions and non-cash compensation expenses relating to restricted stock awards, stock options or similar equity based compensation awards;

(e) non-cash charges incurred by the Consolidated Parties in association with the write-down of the value of any real properties;

(f) to the extent applicable, the satisfaction of outstanding unamortized loan fees with respect to the REIT Credit Agreement;

(g) any other non-cash charges associated with the sale or settlement by any Consolidated Party of any Swap Contract; and

(h) charges related to acquisition deal related costs.

"Special Charges Adjustment" means, for any period, the amount which has been deducted for or in connection with any Special Charges (without duplication among such items or items taken into account for previous period) in the determination of net income for the applicable period for which a given Consolidated EBITDA calculation has been performed.

"Specified Loan Party" has the meaning provided in Section 11.07.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise provided, "Subsidiary" shall refer to a Subsidiary of the Borrower.

"Subsidiary Guarantor" means each Subsidiary of the Borrower as of the Closing Date other than the Unrestricted Subsidiaries, together with each Subsidiary of the Borrower subsequently created or acquired which becomes a Subsidiary Guarantor pursuant to Section 6.15(a) hereof.

"Subsidiary Guarantor Joinder Agreement" means a joinder agreement in the form of Exhibit E to be executed by each new Subsidiary of the Borrower that is required to become a Subsidiary Guarantor in accordance with Section 6.15(a) hereof.

"Support Obligations" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person. The amount of any Support Obligations shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Support Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any

combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination values determined in accordance therewith, such termination values, and (b) for any date prior to the date referenced in clause (a), the amounts determined as the mark-to-market values for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Synthetic Lease" means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement that is considered borrowed money indebtedness for tax purposes but is classified as an operating lease under GAAP.

"Tenant" means any Person who is a lessee with respect to any lease held by a Consolidated Party as lessor or as an assignee of the lessor thereunder.

"Term Loan" has the meaning provided in Section 2.01(d)(i).

"Term Loan Commitment" means, with respect to each Term Loan Lender, the commitment of such Term Loan Lender to make its portion of the Term Loan to the Borrower pursuant to Section 2.01(d), in the principal amount set forth opposite such Term Loan Lender's name on Schedule 2.01; provided that, at any time after funding of a Term Loan, the determinations "Required Lender" shall also be based on the outstanding principal amount of the such Term Loan. The aggregate principal amount of the Term Loan Commitments of all the Term Loan Lenders as in effect on the Closing Date is One Hundred Million Dollars ($100,000,000).

"Term Loan Commitment Percentage" means, at any time, for each Term Loan Lender, the percentage of the aggregate Term Loan (or aggregate Term Loan Commitment, prior to the termination thereof) held by such Term Loan Lender to the aggregate Term Loan (or aggregate Term Loan Commitments) held by all Term Loan Lenders, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 10.07. The initial Term Loan Commitment Percentages are set forth on Schedule 2.01.

"Term Loan Extension Request Date" has the meaning provided in Section 2.17(a).

"Term Loan Lenders" means a collective reference to the Lenders holding Term Loans.

"Term Loan Maturity Date" means the later to occur of (a) June 27, 2017 and (b) if maturity is extended pursuant to Section 2.17, such extended maturity date as determined pursuant to such section.

"Term Note" means the promissory note in the form of Exhibit B, if any, given to each Term Loan Lender to evidence the Term Loan of such Term Loan Lender, as amended, restated, modified, supplemented, extended, renewed or replaced.

"Threshold Amount" means $25,000,000.

"Type" means, with respect to any Term Loan, its character as a Base Rate Loan or a Eurodollar Loan.

"UCP" means, with respect to any Letter of Credit, the "Uniform Customs and Practice for Documentary Credits".

"Unconsolidated Affiliates" means an Affiliate of Omega REIT whose financial statements are not required to be consolidated with the financial statements of Omega REIT in accordance with GAAP.

"Unencumbered Asset Value" means the sum of the following, without duplication: (a) the quotient of (1) Unencumbered Net Revenue for the prior fiscal quarter (for Real Property Assets owned for the prior four (4) fiscal quarters), minus the Unencumbered Net Revenue attributable to each Unencumbered Property sold or otherwise disposed of during such most recently ended quarter, minus the Unencumbered Net Revenue from any Unencumbered Property acquired during the prior four (4) fiscal quarter period, *multiplied* by four, divided by (2) the Capitalization Rate plus (b) the acquisition cost of each Unencumbered Property acquired during the prior four (4) fiscal quarter period plus (c) the book value of unencumbered Qualified Mortgage Loans; provided, that when calculating the Unencumbered Asset Value, (i) the aggregate occupancy of all Unencumbered Properties contributing to the Unencumbered Asset Value, reported as of the last day of the most recently ended fiscal quarter period of Omega REIT, shall be at least 78% of in-service beds and (ii) the aggregate amount of Qualified Mortgage Loans attributable to second mortgages or second deeds of trust added pursuant to clause (c) of this definition shall not exceed $250,000,000.

"Unencumbered Net Revenue" means, for any period, Net Revenue from all Unencumbered Properties.

"Unencumbered Property" means, for any Real Property Asset, the following criteria:

(a) to the best of Borrower's knowledge, does not have any title, survey, environmental, condemnation or condemnation proceedings, or other defects that would give rise to a materially adverse effect as to the value, use of or ability to sell or finance such property;

(b) is not subject to a Negative Pledge or encumbered by a mortgage, deed of trust, lien, pledge, encumbrance or other security interest, in each case, to secure Funded Debt, other than the Braswell Indebtedness;

(c) 100% owned in fee simple absolute or with a leasehold interest or similar arrangement providing the right to occupy Real Property Asset pursuant to an Eligible Ground Lease, in either case, by the Borrower or a direct or indirect Subsidiary of the Borrower;

(d) shall be located in the United States;

(e) is occupied or available for occupancy (subject to final tenant improvements);

(f) is leased to a third party Tenant and operated by a third party operator;

(g) the Tenant at such facility is not delinquent sixty (60) days or more in rent payments.

"Unencumbered Property Certificate" means a certificate signed by a Responsible Officer of the Borrower in a form to be agreed upon between the Administrative Agent and the Borrower in their reasonable discretion.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Internal Revenue Code for the applicable plan year.

"United States" or "U.S." means the United States of America.

"Unreimbursed Amount" has the meaning provided in Section 2.03(c)(i).

"Unrestricted Subsidiaries" means the "Unrestricted Subsidiaries" as such term is defined from time to time in the Senior Note Indentures; provided, that to the extent the Senior Note Indentures are, for any reason, all terminated, the term "Unrestricted Subsidiaries" shall, for the remainder of the term of this Agreement, have the meaning assigned to such term in the Senior Note Indentures immediately prior to the termination thereof.

"Wholly Owned" means, with respect to any direct or indirect Subsidiary of any Person, that 100% of the Capital Stock with ordinary voting power issued by such Subsidiary (other than directors' qualifying shares and investments by foreign nationals mandated by applicable Law) is beneficially owned, directly or indirectly, by such Person.

1.02 Interpretive Provisions.

With reference to this Credit Agreement and each other Credit Document, unless otherwise provided herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words “herein,” “hereto,” “hereof” and “hereunder” and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(ii) Unless otherwise provided or required by context, Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(iii) The term “including” is by way of example and not limitation.

(iv) The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(d) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Credit Agreement or any other Credit Document.

1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Credit Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements except as otherwise specifically prescribed herein.

(b) The Borrower will provide a written summary of material changes in GAAP or in the consistent application thereof with each annual and quarterly Compliance Certificate delivered in accordance with Section 6.02(a). If at any time any change in GAAP or in the consistent application thereof would affect the computation of any financial ratio or requirement set forth in any Credit Document, and either the Borrower or the Required Lenders shall object in writing to determining compliance based on such change, then such computations shall continue to be made on a basis consistent with the most recent financial statements delivered pursuant to Section 6.01(a) or (b) as to which no such objection has been made.

(c) Determinations of the calculation of and compliance with the financial covenants set forth in Section 6.12(d), (f) and (g) hereunder shall be made on a Pro Forma Basis.

1.04 Rounding.

Any financial ratios required to be maintained by Omega REIT and the Borrower pursuant to this Credit Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 References to Agreements and Laws.

Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Credit Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Credit Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

1.06 Times of Day; Rates.

Unless otherwise provided, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "Eurodollar Rate" or with respect to any comparable or successor rate thereto.

ARTICLE II
COMMITMENTS AND EXTENSION OF CREDITS

2.01 Commitments.

Subject to the terms and conditions set forth herein:

(a) [Reserved].

(b) [Reserved].

(c) [Reserved].

(d) Term Loans.

(i) Each Term Loan Lender severally agrees to make term loans (each a " Term Loan") to the Borrower in Dollars on the Closing Date; provided, that after giving effect to any such Term Loan, (i) with regard to the Term Loan Lenders collectively, the aggregate outstanding principal amount of Term Loans shall not exceed **ONE HUNDRED MILLION DOLLARS ($100,000,000)**, and

(ii) with regard to each Term Loan Lender individually, such Term Loan Lender's Term Loan Commitment Percentage of outstanding Term Loans shall not exceed its respective Term Loan Commitment.

(ii) Term Loans may consist of Base Rate Loans, Eurodollar Loans, or a combination thereof, as provided herein. Term Loans may be repaid in whole or in part at any time but amounts repaid on the Term Loan may not be reborrowed.

2.02 Borrowings, Conversions and Continuations.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurodollar Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by (i) telephone or (ii) a Loan Notice. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (A) with respect to Eurodollar Loans, three (3) Business Days prior to, or (B) with respect to Base Rate Loans, on the requested date of, the requested date of any Borrowing, conversion or continuation. Each telephonic notice pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing, conversion or continuation shall be in a principal amount of (i) with respect to Eurodollar Loans, $1,000,000 or a whole multiple of $1,000,000 in excess thereof or (ii) with respect to Base Rate Loans, $500,000 or a whole multiple of $100,000 in excess thereof. Each Loan Notice (whether telephonic or written) shall specify (i) whether such request is for a Borrowing, conversion, or continuation, (ii) the requested date of such Borrowing, conversion or continuation (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed, converted or continued, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Loans in any Loan Notice, but fails to specify an Interest Period, the Interest Period will be deemed to be one month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender, as applicable, of the amount of its Term Loan Commitment Percentage of the applicable Loans, as the case may be, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Borrowing, each Lender, as applicable, shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 2:00 p.m. on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Extension of Credit, Section 4.01), the Administrative Agent shall make all funds so

received available to the party referenced in the applicable Loan Notice in like funds as received by the Administrative Agent either by (i) crediting the account of the applicable party on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, without the consent of the Required Lenders, (i) a Eurodollar Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Loan and (ii) any conversion into, or continuation as, a Eurodollar Loan may be made only if the conditions to Extension of Credits in Section 4.02 have been satisfied. During the existence of a Default or Event of Default, (i) no Loan may be requested as, converted to or continued as a Eurodollar Loan and (ii) at the request of the Required Lenders, any outstanding Eurodollar Loan shall be converted immediately to a Base Rate Loan.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Loans upon determination of such interest rate. The determination of the Eurodollar Rate by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than five (5) Interest Periods in effect with respect to Loans.

2.03 [Reserved].

2.04 [Reserved].

2.05 Repayment of Loans.

The Borrower shall repay to the Term Loan Lenders on the Term Loan Maturity Date the aggregate principal amount of Term Loans outstanding on such date.

2.06 Prepayments.

(a) Voluntary Prepayments. The Loans may be repaid in whole or in part without premium or penalty (except, in the case of Loans other than Base Rate Loans, amounts payable pursuant to Section 3.05); provided, that (i) notice thereof must be in form acceptable to the Administrative Agent and be received by 11:00 a.m. by the Administrative Agent (A) at least three (3) Business Days prior to the date of prepayment of Eurodollar Loans, and (B) on the Business Day prior to the date of prepayment of Base Rate Loans, and (ii) any such prepayment shall be in a minimum principal amount of $1,000,000 and integral multiples of $1,000,000 in excess thereof, in the case of Eurodollar Loans, and a minimum principal amount of $500,000 and integral multiples of $100,000 in excess thereof, in the case of Base Rate Loans, or, in each case, the entire

principal amount thereof, if less. Each such notice of voluntary repayment hereunder shall be irrevocable and shall specify the date and amount of prepayment and the Loans and Types of Loans which are to be prepaid. The Administrative Agent will give prompt notice to the applicable Lenders of any prepayment on the Loans and the Lender's interest therein. Prepayments of Eurodollar Loans hereunder shall be accompanied by accrued interest thereon and breakage amounts, if any, under Section 3.05.

(b) [Reserved].

(c) Application. Within each Loan, prepayments will be applied first to Base Rate Loans, then to Eurodollar Loans in direct order of Interest Period maturities. In addition, voluntary prepayments shall be applied as specified by the Borrower. Voluntary prepayments on the Term Loans will be paid by the Administrative Agent to the Term Loan Lenders ratably in accordance with their respective interests therein.

2.07 [Reserved].

2.08 Interest.

(a) Subject to the provisions of subsection (b) below, (i) each Eurodollar Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate; and (ii) each Loan that is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) If any amount payable by the Borrower under any Credit Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law. Furthermore, upon the written request of the Required Lenders, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees.

(a) [Reserved].

(b) [Reserved].

(c) Upfront and Other Fees. The Borrower agrees to pay to the Administrative Agent for the benefit of the Lenders the upfront and other fees provided in the Engagement Letter.

(d) [Reserved].

(e) Administrative Agent's Fees. The Borrower agrees to pay the Administrative Agent such fees as provided in the Engagement Letter or as may be otherwise agreed by the Administrative Agent and the Borrower from time to time.

(f) Other Fees.

(i) The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Engagement Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.10 Computation of Interest and Fees.

All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided, that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day.

2.11 Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Term Loan Commitment Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the immediately succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) Subject to the definition of "Interest Period," if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date (or in the case of any Base Rate Loan, prior to 12:00 (Noon) on the date of such Borrowing) any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower fails to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the Federal Funds Rate from time to time in effect; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the Federal Funds Rate from time to time in effect. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights that the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (c) shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this

Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Extension of Credit set forth in Section 4.02 are not satisfied or waived in accordance with the terms hereof or for any other reason, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Term Loan Lenders hereunder to make Term Loans are several and not joint. The failure of any Lender to make any Loan on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, nor relieve Borrower from any obligations hereunder to the Lenders which fulfill such obligations and no Lender shall be responsible for the failure of any other Lender to so make its Loan.

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(g) If at any time insufficient funds are received by or are available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward costs and expenses (including Attorney Costs and amounts payable under Article III) incurred by the Administrative Agent and each Lender, (ii) second, toward repayment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (iii) third, toward repayment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

2.12 Sharing of Payments.

If any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise, but excluding any payments made to a Lender in error by the Administrative Agent (which such payments shall be returned by the Lender to the Administrative Agent immediately upon such Lender's obtaining knowledge that such payment was made in error)) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans pro rata with each of them; provided, however, that (i) if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (A) the amount of such paying Lender's required repayment to (B) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without

further interest thereon and (ii) the provisions of this Section shall not be construed to apply to (A) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than an assignment to any Credit Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Credit Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

2.13 Evidence of Debt.

The Extension of Credits made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Extension of Credits made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. The Borrower shall execute and deliver to the Administrative Agent a Note for each Lender, requesting a Note, which Note shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

2.14 [Reserved].

2.15 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders" and Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.09 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fourth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *fifth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages), whereupon such Lender will cease to be a Defaulting Lender provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.16 [Reserved].

2.17 Extension of Term Loan Maturity Date.

(a) Requests for Extension. The Borrower may, at its option, by notice to the Administrative Agent (who shall promptly notify the Term Loan Lenders) not earlier than one hundred twenty (120) days and not later than thirty (30) days prior to the then applicable Term Loan Maturity Date (the date of such notice, the "Term Loan Extension Request Date"), elect to extend the Term Loan Maturity Date twice, the first extension until June 27, 2018 and the second extension until June 27, 2019.

(b) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Term Loan Maturity Date pursuant to this Section shall not be effective unless:

(i) no Default or Event of Default exists on the Term Loan Extension Request Date and the date of such extension;

(ii) the representations and warranties of the Credit Parties contained in this Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the Term Loan Extension Request Date and the date of such extension, other than those representations and warranties which specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date; provided, for purposes of this Section 2.17, the representations and warranties contained in Subsection (a) of Section 5.01 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01;

(iii) the Administrative Agent shall have received, for the benefit of the Term Loan Lenders (to be allocated on a pro rata basis after giving effect to such extension) from the Borrower (A) in the case of the first extension of the Term Loan Maturity Date, an extension fee in aggregate amount equal to 0.10% of the outstanding principal amount of the Term Loan on the date of such extension and (B) in the case of the second extension of the Term Loan Maturity Date, an extension fee in aggregate amount equal to 0.20% of the outstanding principal amount of the Term Loan on the date of such extension.

(c) Conflicting Provisions. This Section shall supersede any provisions in Section 10.01 to the contrary.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) (i) Any and all payments by any Credit Party to or for the account of the Administrative Agent or any Lender under any Credit Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities with respect thereto, excluding, in the case of

the Administrative Agent and each Lender, taxes imposed on or measured by its overall net income, and franchise and excise taxes imposed on it (in lieu of net income taxes), as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent's or such Lender's having executed, delivered or performed its obligations or received a payment under, or enforced, this Credit Agreement or any other Credit Document) (all such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "Taxes").

(ii) If any Credit Party or the Administrative Agent shall be required by the Internal Revenue Code to withhold or deduct any taxes, including both United States Federal backup withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant taxation authority in accordance with the Internal Revenue Code, and (C) to the extent that the withholding or deduction is made on account of Taxes, the sum payable by the applicable Credit Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Credit Party or the Administrative Agent shall be required by any Laws other than the Internal Revenue Code to deduct any Taxes from or in respect of any sum payable under any Credit Document to the Administrative Agent or any Lender, (A) the sum payable by the applicable Credit Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section), each of the Administrative Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (B) such Credit Party or the Administrative Agent shall make such deductions, (C) such Credit Party or the Administrative Agent shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (D) within thirty (30) days after the date of such payment, such Credit Party shall furnish to the Administrative Agent (which shall forward the same to such Lender) the original or a certified copy of a receipt evidencing payment thereof.

(b) In addition, the Borrower agrees to pay any and all present or future stamp, court or documentary taxes or charges or similar levies which arise from any payment made under any Credit Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Credit Document (hereinafter referred to as "Other Taxes"). For the avoidance of doubt, "Other Taxes"

shall not include any taxes assessed on the net or gross income of a taxpayer, regardless of whether such taxes are designated excise or property taxes.

(c) (i) If the Borrower shall be required to deduct or pay any Taxes or Other Taxes from or in respect of any sum payable under any Credit Document to the Administrative Agent or any Lender, the Borrower shall also pay to the Administrative Agent or to such Lender, as the case may be, at the time interest is paid, such additional amount that the Administrative Agent or such Lender specifies is necessary to preserve the after-tax yield (after factoring in all taxes, including taxes imposed on or measured by net income) that the Administrative Agent or such Lender would have received if such Taxes or Other Taxes had not been imposed.

(ii) Each Lender shall, and does hereby, severally indemnify, and shall make payment in respect thereof within ten (10) days after demand therefore, (x) the Administrative Agent against any Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Credit Parties to do so) and (y) the Administrative Agent and the Credit Parties, as applicable, against any taxes excluded from the definition of Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or a Credit Party in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto whether or not such taxes were correctly or legally imposed or asserted by the relevant taxation authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Credit Document against any amount due to the Administrative Agent under this clause (ii).

(d) The Borrower agrees to indemnify the Administrative Agent and each Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section) that are paid by the Administrative Agent and such Lender and that are the responsibility of the Borrower, (ii) amounts payable under Section 3.01(c) and (iii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Each of the Credit Parties agree, jointly and severally, to indemnify the Administrative Agent for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to Section 3.01(c)(ii) above. Payment under this subsection (d) shall be made within thirty (30) days after the date the Lender or the Administrative Agent makes a written demand therefor.

(e) For purposes of determining withholding Taxes imposed under the FATCA, from and after the Closing Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans

as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

3.02 Illegality.

If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurodollar Loans, or to determine or charge interest rates based upon the Eurodollar Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurodollar Loans or to convert Base Rate Loans to Eurodollar Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.03 Inability to Determine Rates.

If the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Loan, or that the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Cost and Reduced Return; Capital Adequacy; Reserves on Eurodollar Loans .

(a) If any Lender determines that as a result of any Change in Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining Eurodollar Loans or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this subsection (a) any such increased costs or reduction in amount resulting from (i) Taxes or Other Taxes (as to which Section 3.01 shall govern), (ii) changes in the basis of taxation of overall net income or overall gross income by the United States or any foreign jurisdiction or any political subdivision of

either thereof under the Laws of which such Lender is organized or has its Lending Office, and (iii) reserve requirements contemplated by Section 3.04(c)), then from time to time upon demand of such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that any Change in Law regarding capital adequacy or liquidity requirements, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies (and the policies of such Lender's holding company) with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction.

(c) The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan; provided, the Borrower shall have received at least fifteen (15) days' prior written notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest shall be due and payable fifteen (15) days from receipt of such notice.

3.05 Funding Losses.

Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.16;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate

the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Loan made by it at the Eurodollar Rate used in determining the Eurodollar Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Loan was in fact so funded.

3.06 Matters Applicable to all Requests for Compensation.

(a) A certificate of the Administrative Agent or any Lender claiming compensation under this Article III and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods.

(b) Upon any Lender's making a claim for compensation under Section 3.01 or 3.04, the Borrower may replace such Lender in accordance with Section 10.16.

3.07 Survival.

All of the Borrower's obligations under this Article III shall survive termination of the Commitments and repayment of all other Obligations hereunder.

ARTICLE IV
CONDITIONS PRECEDENT TO EXTENSION OF CREDITS

The obligation of each Lender to make Extensions of Credit hereunder is subject to satisfaction of the following conditions precedent:

4.01 Conditions to Initial Extensions of Credit.

The obligation of the Lenders to make the initial Extension of Credit hereunder is subject to the satisfaction of such of the following conditions in all material respects on or prior to the Closing Date as shall not have been expressly waived in writing by the Administrative Agent and Lenders.

(a) Credit Documents, Organization Documents, Etc. The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Credit Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent:

(i) executed counterparts of this Credit Agreement and the other Credit Documents;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) copies of the Organization Documents of each Credit Party (not included in (iv) below) certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such Credit Party to be true and correct as of the Closing Date;

(iv) with respect to the Credit Parties (other than the Borrower) that are credit parties or subsidiary guarantors under the REIT Credit Agreement, a certificate by a secretary or assistant secretary of such Credit Parties that the Organization Documents delivered to the Administrative Agent in connection with the REIT Credit Agreement are still in full force and effect and have not been amended, restated, replaced or otherwise modified since the closing of the REIT Credit Agreement;

(v) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Credit Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Credit Agreement and the other Credit Documents to which such Credit Party is a party; and

(vi) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Credit Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in the jurisdiction of their incorporation or organization.

(b) Opinions of Counsel. The Administrative Agent shall have received, in each case dated as of the Closing Date and in form and substance reasonably satisfactory to the Administrative Agent a legal opinion of (i) Kaye Scholer LLP, special New York and Delaware counsel for the Credit Parties and (ii) special local counsel for the Credit Parties for the states of Maryland and Ohio, in each case addressed to the Administrative Agent, its counsel and the Lenders.

(c) Officer's Certificates. The Administrative Agent shall have received a certificate or certificates executed by a Responsible Officer of the Borrower as of the Closing Date, in a form satisfactory to the Administrative Agent, stating that (i) each Credit Party is in compliance with all existing financial obligations (whether pursuant to the terms and conditions of this Credit Agreement or otherwise), (ii) all governmental, shareholder and third party consents and approvals, if any, with respect to the Credit Documents and the transactions contemplated thereby have been obtained, (iii) no action, suit, investigation or proceeding is pending or threatened in any court or before any arbitrator or governmental instrumentality that purports to affect any Consolidated Party or any transaction contemplated by the Credit Documents, if such action, suit,

investigation or proceeding could have a Material Adverse Effect, (iv) immediately prior to and following the transactions contemplated herein, each of the Credit Parties shall be Solvent, and (v) immediately after the execution of this Credit Agreement and the other Credit Documents, (A) no Default or Event of Default exists and (B) all representations and warranties contained herein and in the other Credit Documents are true and correct in all material respects.

(d) Financial Statements. Receipt by the Administrative Agent and the Lenders of (i) pro forma projections of financial statements (balance sheet, income and cash flows) for each of the fiscal years of the Consolidated Parties through December 31, 2018 and (ii) such other information relating to the Consolidated Parties as the Administrative Agent may reasonably require in connection with the structuring and syndication of credit facilities of the type described herein.

(e) Opening Compliance Certificate. Receipt by the Administrative Agent of a Compliance Certificate as of the Closing Date signed by a Responsible Officer of the Borrower and including (i) pro forma calculations for the current fiscal quarter based on the amounts set forth in the Audited Financial Statements and taking into account any Extension of Credit made or requested hereunder as of such date and (ii) pro forma calculations of all financial covenants contained herein for each of the following four (4) fiscal quarters (based on the projections set forth in the materials delivered pursuant to clause (d) of this Section 4.01).

(f) Unencumbered Property Certificate. Receipt by the Administrative Agent of an Unencumbered Property Certificate as of the Closing Date signed by a Responsible Officer of the Borrower.

(g) Consents/Approvals. The Credit Parties shall have received all approvals, consents and waivers, and shall have made or given all necessary filings and notices as shall be required to consummate the transactions contemplated hereby without the occurrence of any default under, conflict with or violation of (i) any applicable Law or (ii) any agreement, document or instrument to which any Credit Party is a party or by which any of them or their respective properties is bound, except for such approvals, consents, waivers, filings and notices the receipt, making or giving of which would not reasonably be likely to (A) have a Material Adverse Effect, or (B) restrain or enjoin, impose materially burdensome conditions on, or otherwise materially and adversely affect the ability of the Borrower or any other Credit Party to fulfill its respective obligations under the Credit Documents to which it is a party.

(h) Material Adverse Change. No material adverse change shall have occurred since December 31, 2013 in the condition (financial or otherwise), business, assets, operations, management or prospects of Omega REIT and its Consolidated Subsidiaries, taken as a whole.

(i) Litigation. There shall not exist any pending or threatened action, suit, investigation or proceeding against any Credit Party or any of their Affiliates that could

reasonably be expected to have a Material Adverse Effect or could otherwise materially and adversely affect the transactions set forth herein or contemplated hereby.

(j) Acquisition of Aviv REIT, Inc. Receipt by the Administrative Agent of satisfactory evidence that Omega REIT has simultaneously consummated the acquisition of Aviv REIT, Inc.

(k) Fees and Expenses. Payment by the Credit Parties to the Administrative Agent of all fees and expenses relating to the preparation, execution and delivery of this Credit Agreement and the other Credit Documents which are due and payable on the Closing Date, including, without limitation, payment to the Administrative Agent of the fees set forth in the Engagement Letter.

Without limiting the generality of the provisions of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to Extensions of Credit.

The obligation of any Lender to make any Extension of Credit hereunder is subject to the satisfaction of such of the following conditions on or prior to the proposed date of the making of such Extension of Credit:

(a) The Administrative Agent shall receive the applicable Request for Extension of Credit and the conditions set forth in Section 4.01 for the initial Extension of Credit shall have been met as of the Closing Date;

(b) No Default shall have occurred and be continuing immediately before the making of such Extension of Credit and no Default shall exist immediately thereafter; and

(c) The representations and warranties of the Borrower made in or pursuant to the Credit Documents shall be true in all material respects on and as of the date of such Extension of Credit.

The making of such Extension of Credit hereunder shall be deemed to be a representation and warranty by the Borrower on the date thereof as to the facts specified in clauses (b) and (c) of this Section.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

The Credit Parties represent and warrant, as applicable, to the Administrative Agent and the Lenders that:

5.01 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present the financial condition of the Consolidated Parties as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Consolidated Parties as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) [Reserved].

(c) During the period from December 31, 2014, to and including the Closing Date, there has been no sale, transfer or other disposition by any Consolidated Party of any material part of the business or Property of the Consolidated Parties, taken as a whole, and no purchase or other acquisition by any of them of any business or property (including any Capital Stock of any other Person) material in relation to the consolidated financial condition of the Consolidated Parties, taken as a whole, in each case, which is not reflected in the foregoing financial statements or in the notes thereto and has not otherwise been disclosed in writing to the Lenders on or prior to the Closing Date.

(d) The financial statements delivered pursuant to Section 6.01(a) and (b) have been prepared in accordance with GAAP (except as may otherwise be permitted under Section 6.01(a) and (b)) and present fairly (on the basis disclosed in the footnotes to such financial statements) the consolidated financial condition, results of operations and cash flows of the Consolidated Parties as of such date and for such periods.

(e) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.02 Corporate Existence and Power.

Each of the Credit Parties is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, has all organizational powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and is duly qualified as a foreign entity and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, other than in such jurisdictions where the failure to be so qualified and in good standing would not, in the aggregate, have a Material Adverse Effect.

5.03 Corporate and Governmental Authorization; No Contravention.

The execution, delivery and performance by each Credit Party of each Credit Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's

Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, (i) any Contractual Obligation to which such Person is a party or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law (including Regulation U or Regulation X issued by the FRB).

5.04 Binding Effect.

This Credit Agreement has been, and each other Credit Document, when delivered hereunder, will have been, duly executed and delivered by each Credit Party that is a party thereto. This Credit Agreement constitutes, and each other Credit Document when so delivered will constitute, a legal, valid and binding obligation of such Credit Party, enforceable against each Credit Party that is a party thereto in accordance with its terms except as enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.05 Litigation.

There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Responsible Officers of the Credit Parties, threatened at law, in equity, in arbitration or before any Governmental Authority, by or against any Credit Party or against any of its properties or revenues that (a) purport to affect or pertain to this Credit Agreement or any other Credit Document, or any of the transactions contemplated hereby or (b) either individually or in the aggregate, can reasonably be expected to be determined adversely, and if so determined to have a Material Adverse Effect.

5.06 Compliance with ERISA.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Internal Revenue Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Responsible Officers of the Credit Parties, nothing has occurred which would prevent, or cause the loss of, such qualification. The Borrower and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Internal Revenue Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Internal Revenue Code has been made with respect to any Plan.

(b) There are no pending or, to the knowledge of the Responsible Officers of the Credit Parties, threatened claims (other than routine claims for benefits), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any ERISA Affiliate or, to the knowledge of the Responsible Officers of the Credit Parties, any other Person has engaged in any prohibited transaction or violation of the fiduciary

responsibility rules under ERISA or the Internal Revenue Code with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

5.07 Environmental Matters.

Except as could not reasonably be expected to have a Material Adverse Effect:

(a) To the knowledge of the Responsible Officers of the Borrower, each of the facilities and real properties owned, leased or operated by any Credit Party or any Subsidiary (the "Facilities") and all operations at the Facilities are in compliance with all applicable Environmental Laws in all material respects and there is no violation, in any material respect, of any Environmental Law with respect to the Facilities or the businesses operated by any Credit Party or any Subsidiary at such time (the "Businesses"), and there are no conditions relating to the Facilities or the Businesses that are likely to give rise to liability under any applicable Environmental Laws.

(b) To the knowledge of the Responsible Officers of the Borrower, none of the Facilities contains, or has previously contained, any Hazardous Materials at, on or under the Facilities in amounts or concentrations that constitute or constituted a violation of, or could give rise to liability under, applicable Environmental Laws.

(c) To the knowledge of the Responsible Officers of the Borrower, no Credit Party nor any Subsidiary has received any written or verbal notice of, or inquiry from any Governmental Authority regarding, any violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Facilities or the Businesses, nor does any Responsible Officer of the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the knowledge of the Responsible Officers of the Borrower, Hazardous Materials have not been transported or disposed of from the Facilities, or generated, treated, stored or disposed of at, on or under any of the Facilities, in each case by or on behalf of any Credit Party or any Subsidiary in violation of, or in a manner that is likely to give rise to liability under, any applicable Environmental Law.

(e) To the knowledge of the Responsible Officers of the Borrower, no judicial proceeding or governmental or administrative action is pending or threatened,

under any Environmental Law to which any Credit Party or any Subsidiary is or will be named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to any Credit Party, any Subsidiary, the Facilities or the Businesses.

(f) To the knowledge of the Responsible Officers of the Borrower, there has been no release or threat of release of Hazardous Materials at or from the Facilities, or arising from or related to the operations (including, without limitation, disposal) of any Credit Party or any Subsidiary in connection with the Facilities or otherwise in connection with the Businesses, in violation of or in amounts or in a manner that is likely to give rise to liability under any applicable Environmental Laws.

5.08 Margin Regulations; Investment Company Act.

(a) No Credit Party is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock and no part of the proceeds of the Loans will be used, directly or indirectly, for the purpose of purchasing or carrying any margin stock.

(b) None of the Credit Parties are (i) required to be registered as an "investment company" under the Investment Company Act of 1940 or (ii) subject to regulation under any other Law which limits its ability to incur the Obligations.

5.09 Compliance with Laws.

Each of the Borrower and each of its Subsidiaries is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.10 Ownership of Property; Liens.

Each of the Borrower and each of its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all applicable Real Property Assets, except for Permitted Liens and such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Set forth on the most recently delivered Unencumbered Property Certificate required pursuant to Section 6.02, is a list of all Unencumbered Properties (Unencumbered Asset Value). The Unencumbered Properties listed on the Unencumbered Property Certificate are the same as the properties listed on the corresponding certificate most recently delivered by Omega REIT pursuant to Section 6.02 of the REIT Credit Agreement. The Property of the Borrower and its Subsidiaries is subject to no Liens, other than Permitted Liens.

5.11 Corporate Structure; Capital Stock, Etc.

Set forth on Schedule 5.11 is a complete and accurate list of each Credit Party and each Subsidiary of any Credit Party, together with (a) jurisdiction of organization, (b) number of shares of each class of Capital Stock outstanding, (c) number and percentage of outstanding shares of each class owned (directly or indirectly) by any Credit Party or any Subsidiary and (d) U.S. taxpayer identification number. Subject to Section 7.03, the Borrower has no equity Investments in any other Person other than those specifically disclosed on Schedule 5.11, as such schedule may be updated from time to time pursuant to Section 6.02. The outstanding Capital Stock owned by any Credit Party are validly issued, fully paid and non-assessable and free of any Liens, warrants, options and rights of others of any kind whatsoever.

5.12 Labor Matters.

There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Borrower as of the Closing Date and the Borrower (a) has not suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five (5) years or (b) to the knowledge of the Responsible Officers of the Borrower there has not been any potential or pending strike, walkout or work stoppage. No unfair labor practice complaint is pending against the Borrower.

5.13 No Default.

Neither the Borrower nor any of its Subsidiaries is in default under or with respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.14 Solvency.

Immediately before and immediately after giving effect to this Agreement, (a) the Borrower is Solvent and (b) the other Credit Parties are Solvent on a consolidated basis.

5.15 Taxes.

The Borrower and its Subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been established in accordance with GAAP. To the knowledge of the Responsible Officers of the Borrower, there is no proposed tax assessment against any Credit Party that would, if made, have a Material Adverse Effect.

5.16 REIT Status.

Omega REIT is taxed as a "real estate investment trust" within the meaning of Section 856(a) of the Internal Revenue Code and each of the Credit Parties are Qualified REIT Subsidiaries.

5.17 Insurance.

The Real Property Assets of the Borrower and its Subsidiaries are insured, to Borrower's knowledge, with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates.

5.18 Intellectual Property; Licenses, Etc.

The Borrower and its Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Credit Parties, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Borrower or any Subsidiary infringes upon any rights held by any other Person except where such infringement could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.19 Disclosure.

Each Credit Party has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. To each Credit Party's knowledge, no report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Credit Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Credit Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that, with respect to projected financial information, each Credit Party represents only that, to each Credit Party's knowledge, such information was prepared in good faith based upon assumptions believed to be reasonable at the time, with the understanding that certain of such information is prepared or provided by each Credit Party based upon information and assumptions provided to such Credit Parties by Tenants of such Credit Parties.

5.20 Anti-Terrorism Laws.

No Consolidated Party, any Affiliate thereof, or any of their respective officers, employees, directors or agents is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 *et seq*.) (the "Trading with the Enemy Act"), as amended. No Consolidated Party, any Affiliate thereof, or any of their respective officers, employees, directors or agents is in violation of (a) the

Trading with the Enemy Act, as amended, (b) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, (c) the Patriot Act or (d) the Laws of any applicable jurisdiction related to bribery or anti-corruption. Set forth on Schedule 5.20 is the exact legal name of each Consolidated Party, the state of incorporation or organization, the chief executive office, the principal place of business, the jurisdictions in which the Consolidated Parties are qualified to do business, the federal tax identification number and organization identification number of each of the Consolidated Parties as of the Closing Date. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with anti-corruption Laws and applicable Sanctions.

5.21 OFAC.

No Consolidated Party, any Affiliate thereof, or any of their respective officers, employees, directors or agents (a) is a Sanctioned Person, (b) has any of its assets in Designated Jurisdictions, or (c) derives any of its operating income from investments in, or transactions with, Sanctioned Persons or Designated Jurisdictions. No part of the proceeds of any Loans hereunder will be used directly or indirectly to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Person or a Designated Jurisdiction or for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended and in effect from time to time.

ARTICLE VI
AFFIRMATIVE COVENANTS

The Borrower hereby covenants and agrees (on its own behalf and on behalf of the other Credit Parties, Omega REIT and Omega Holdco, as applicable) that until the Obligations, together with interest, fees and other obligations hereunder, have been paid in full:

6.01 Financial Statements.

The Borrower shall deliver to the Administrative Agent (and the Administrative Agent shall disseminate such information pursuant to the terms of Section 6.02 hereof), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of Omega REIT (or if earlier, the date that is five (5) days after the reporting date for such information required by the SEC), a consolidated balance sheet of the Consolidated Parties as at the end of such fiscal year, and the related consolidated statements of earnings, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of a Registered Public Accounting Firm of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall

be prepared in accordance with generally accepted auditing standards and applicable Securities Laws and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; provided, that the Administrative Agent hereby agrees that a Form 10-K of Omega REIT in form similar to that delivered as part of the Audited Financial Statements shall satisfy the requirements of this Section 6.01(a); and

(b) as soon as available, but in any event within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of Omega REIT (or if earlier, the date that is five (5) days after the reporting date for such information required by the SEC), a consolidated balance sheet of the Consolidated Parties as at the end of such fiscal quarter, and the related consolidated statements of earnings, shareholders' equity and cash flows for such fiscal quarter and for the portion of Omega REIT's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of the Consolidated Parties in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes; provided, that the Administrative Agent hereby agrees that a Form 10-Q of Omega REIT in form similar to that delivered to the SEC shall satisfy the requirements of this Section 6.01(b).

6.02 Certificates; Other Information.

The Borrower shall deliver to the Administrative Agent (and the Administrative Agent shall disseminate such information pursuant to the terms of this Section 6.02), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower; which shall include, without limitation, calculation of the financial covenants set forth in Section 6.12 and an update of Schedule 5.11, if applicable and (ii) a duly completed Unencumbered Property Certificate;

(b) within thirty (30) days after the end of each fiscal year of Omega REIT, beginning with the fiscal year ending December 31, 2015, an annual operating forecast of Omega REIT containing, among other things, pro forma financial statements for the then current fiscal year and updated versions of the pro forma financial projections delivered in connection with Section 4.01(d) hereof;

(c) promptly after any request by the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors by the independent accountants of Omega REIT (or the audit committee of the board of directors of Omega REIT) in respect of Omega REIT (and, to the extent any such reports, letters or recommendations are prepared separately for any one or more of the Credit Parties, such Credit Party) by independent accountants in connection with the

accounts or books of Omega REIT (or such Credit Party) or any audit of Omega REIT (or such Credit Party);

(d) promptly after the same are available, (i) copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of Omega REIT, and copies of all annual, regular, periodic and special reports and registration statements which Omega REIT may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934 or to a holder of any Indebtedness owed by Omega REIT in its capacity as such holder and not otherwise required to be delivered to the Administrative Agent pursuant hereto and (ii) upon the request of the Administrative Agent, all reports and written information to and from the United States Environmental Protection Agency, or any state or local agency responsible for environmental matters, the United States Occupational Health and Safety Administration, or any state or local agency responsible for health and safety matters, or any successor agencies or authorities concerning environmental, health or safety matters;

(e) promptly upon receipt thereof, a copy of any other report or "management letter" submitted by independent accountants to Omega REIT or the Borrower in connection with any annual, interim or special audit of the books of Omega REIT or the Borrower;

(f) promptly upon any Responsible Officer of Omega REIT or the Borrower becoming aware thereof, notice of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect and any other Default or Event of Default;

(g) within ten (10) days upon any Responsible Officer of Omega REIT or the Borrower becoming aware thereof, reports detailing income or expenses of any assets directly owned or operated, or which will be included on the balance sheet for purposes of FIN 46, other than as previously disclosed in Omega REIT's Form 10-K, 10-Q or any other publicly available information;

(h) promptly, such additional information regarding the business, financial or corporate affairs of the Credit Parties, or compliance with the terms of the Credit Documents, as the Administrative Agent or any Lender (through the Administrative Agent) may from time to time reasonably request; and

(i) promptly upon any announcement by Moody's, S&P or Fitch of any change or possible change in a Debt Rating.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b), (c), or (d) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which Omega REIT or the Borrower posts such documents, or provides a link thereto on Omega REIT's or the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted by the Administrative Agent (on the Borrower's behalf) on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that: (A) the Borrower

shall deliver paper copies of such documents to the Administrative Agent or any Lender (through the Administrative Agent) that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender (through the Administrative Agent) and (B) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent and each Lender (through the Administrative Agent) of the posting of any such documents (each Lender to which delivery of such documents shall be made by posting to any such website shall have been given access to such website on or prior to the date of such posting) and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower or the other Credit Parties with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (x) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on SyndTrak or another similar electronic system (the "Platform") and (y) certain of the Lenders may be "public-side" Lenders (*i.e.,* Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby further agrees that (ww) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof (xx) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 10.08); (yy) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public;" and (zz) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public."

6.03 Preservation of Existence and Franchises.

Each Credit Party shall, and shall cause each of its Subsidiaries to, do all things necessary to preserve and keep in full force and effect its legal existence, rights, franchises and authority. Each Credit Party shall remain qualified and in good standing in each jurisdiction in which the failure to so qualify and be in good standing could have a Material Adverse Effect.

6.04 Books and Records.

Each Credit Party shall, as shall cause each of its Subsidiaries to, keep complete and accurate books and records of its transactions in accordance with good accounting practices on the basis of GAAP.

6.05 Compliance with Law.

Each Credit Party shall, and shall cause each of its Subsidiaries, to comply with all Laws, rules, regulations and orders, and all applicable restrictions imposed by all Governmental Authorities, applicable to it and all of its real and personal property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.06 Payment of Taxes and Other Indebtedness.

Each Credit Party shall, and shall cause each of its Subsidiaries to, pay and discharge (or cause to be paid or discharged) (a) all taxes (including, without limitation, any corporate or franchise taxes), assessments and governmental charges or levies imposed upon it, or upon its income or profits, or upon any of its properties, before they shall become delinquent, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary, (b) all lawful claims (including claims for labor, materials and supplies) which, if unpaid, might give rise to a Lien (other than a Permitted Lien) upon any of its properties, and (c) except as prohibited hereunder, all of its other Indebtedness as it shall become due.

6.07 Insurance.

Each Credit Party shall, and shall cause each of its Subsidiaries to, maintain (or caused to be maintained) with financially sound and reputable insurance companies not Affiliates of the Borrower, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons. Each Credit Party shall, and shall cause each of its Subsidiaries to, provide prompt notice to the Administrative Agent following such Credit Party's receipt from the relevant insurer of any notice of termination, lapse or cancellation of such insurance.

6.08 Maintenance of Property.

Each Credit Party shall, and shall cause each of its Subsidiaries to, maintain, preserve and protect (or caused to be maintained, preserved and protected) all of its Unencumbered Properties and all other material property and equipment necessary in the operation of its business in good working order and condition, in each case, in a manner consistent with how such Person maintained its Unencumbered Properties and other material property on the Closing Date, ordinary wear and tear excepted.

6.09 Performance of Obligations.

The Credit Parties will pay and discharge at or before maturity, or prior to expiration of applicable notice, grace and curative periods, all their respective material obligations and liabilities, including, without limitation, tax liabilities, except where the same may be contested in good faith by appropriate proceedings, and will maintain, in accordance with GAAP, appropriate reserves for the accrual of any of the same.

6.10 Visits and Inspections.

Subject to the rights of Tenants, each Credit Party shall, and shall cause each of its Subsidiaries to, permit representatives or agents of any Lender or the Administrative Agent, from time to time, and, if no Event of Default shall have occurred and be continuing, after reasonable prior notice, but not more than twice annually and only during normal business hours to: (a) visit and inspect any of its Real Property Assets to the extent any such right to visit or inspect is within the control of such Person; (b) inspect and make extracts from their respective books and records, including but not limited to management letters prepared by independent accountants; and (c) discuss with its principal officers, and its independent accountants, its business, properties, condition (financial or otherwise), results of operations and performance. If requested by the Administrative Agent, the Borrower or the Credit Parties, as applicable, shall execute an authorization letter addressed to its accountants authorizing the Administrative Agent or any Lender to discuss the financial affairs of Omega REIT, Omega Holdco and the Borrower or any other Credit Party with its accountants.

6.11 Use of Proceeds/Purpose of Loans.

The Borrower shall use the proceeds of all Loans only to finance general corporate working capital (including asset acquisitions, and acquiring or improving, directly or indirectly, income producing Healthcare Facilities and Investments incidental or related thereto), capital expenditures or other corporate purposes of the Borrower and the other Credit Parties (to the extent not inconsistent with the Credit Parties' covenants and obligations under this Credit Agreement and the other Credit Documents).

6.12 Financial Covenants.

(a) Consolidated Leverage Ratio. The Borrower shall cause the Consolidated Leverage Ratio, as of the end of any fiscal quarter, to be equal to or less than 60%; provided however, notwithstanding the foregoing, following any Significant Acquisition by Omega REIT or any Subsidiary or Subsidiaries of Omega REIT, and following the delivery of an Acquisition Leverage Ratio Notice, the Borrower shall have the ability to increase the applicable Consolidated Leverage Ratio to be less than or equal to 65% with respect to the fiscal quarter during which such Significant Acquisition occurs and the next two (2) fiscal quarters thereafter.

(b) Consolidated Secured Leverage Ratio. The Borrower shall cause the Consolidated Secured Leverage Ratio, as of the end of any fiscal quarter, to be equal to or less than 30%.

(c) Consolidated Unsecured Leverage Ratio. The Borrower shall cause the Consolidated Unsecured Leverage Ratio, as of the end of any fiscal quarter, to be equal to or less than 60%; provided however, notwithstanding the foregoing, following any Significant Acquisition by Omega REIT or any Subsidiary or Subsidiaries of Omega REIT, and following the delivery of an Acquisition Leverage Ratio Notice, the Borrower shall have the ability to increase the applicable Consolidated Unsecured Leverage Ratio

to be less than or equal to 65% with respect to the fiscal quarter during which such Significant Acquisition occurs and the next two (2) fiscal quarters thereafter.

(d) Consolidated Fixed Charge Coverage Ratio. The Borrower shall cause the Consolidated Fixed Charge Coverage Ratio, as of the end of any fiscal quarter, to be equal to or greater than 1.50 to 1.00.

(e) Consolidated Tangible Net Worth. The Borrower shall cause the Consolidated Tangible Net Worth as of the end of any fiscal quarter to be equal to or greater than the sum of (i) $1,644,768,000 plus (ii) an amount equal to 75% of the net cash proceeds received by the Consolidated Parties from Equity Transactions subsequent to March 31, 2014.

(f) Consolidated Unsecured Debt Yield. The Borrower shall cause the Consolidated Unsecured Debt Yield, as of the end of any fiscal quarter, to be equal to or greater than 12.0%.

(g) Consolidated Unsecured Interest Coverage Ratio. The Borrower shall cause the Consolidated Unsecured Interest Coverage Ratio, as of the end of any fiscal quarter, to be equal to or greater than 2.00 to 1.00.

(h) Distribution Limitation. During the continuance of an Event of Default under Section 8.01(a) or an Event of Default arising from a breach of any of the financial covenants set forth in this Section 6.12, the Borrower may not make any distributions in respect of its Capital Stock to Omega REIT and Omega Holdco except for such distributions (i) in amounts sufficient to allow Omega REIT to (and Omega REIT shall only pay distributions sufficient to) maintain its status as a REIT and (ii) for use by Omega REIT and Omega Holdco in business activities of the type in which they were engaged at the time of such Event of Default (including, without limitation, in an amount sufficient to enable Omega REIT to make payments required from time to time in connection with its Indebtedness now or hereafter outstanding). Notwithstanding the foregoing, the Borrower and Omega REIT may make distributions payable solely in the form of partnership units of the Borrower or common stock of Omega REIT, as applicable.

6.13 Environmental Matters; Preparation of Environmental Reports.

The Borrower will, and will cause each of its Subsidiaries to, comply in all material respects with all Environmental Laws in respect of its Real Property Assets.

6.14 REIT Status.

The Borrower will, and will cause each of its Subsidiaries to, operate its business at all times in such a manner as to permit Omega REIT to satisfy all requirements necessary to qualify and maintain Omega REIT's qualification as a real estate investment trust under Sections 856 through 860 of the Internal Revenue Code. The Borrower will maintain adequate records in such a manner as to permit Omega REIT to comply in all material respects with all record-keeping requirements relating to its qualification as a real estate investment trust as required by the

Internal Revenue Code and applicable regulations of the Department of the Treasury promulgated thereunder and will properly prepare and timely file with the IRS all returns and reports required thereby.

6.15 Additional Guarantors; Withdrawal or Addition of Unencumbered Properties; Release of Guarantors .

(a) Upon the acquisition, incorporation or other creation of any direct or indirect Subsidiary of the Borrower which owns an Unencumbered Property and/or provides a guaranty of the obligations under the REIT Credit Agreement, the Senior Notes or other unsecured Funded Debt and to the extent such Subsidiaries have not been designated as Unrestricted Subsidiaries, the Borrower shall (i) cause such Subsidiary to become a Subsidiary Guarantor hereunder through the execution and delivery to the Administrative Agent of a Subsidiary Guarantor Joinder Agreement on or before the deadline for the delivery of the Compliance Certificate required pursuant to Section 6.02(a) following the fiscal quarter in which the foregoing conditions for becoming a Subsidiary Guarantor are met, and (ii) cause such Subsidiary to deliver such other documentation as the Administrative Agent may reasonably request in connection with the foregoing, including, without limitation, certified resolutions and other organizational and authorizing documents of such Subsidiary, favorable opinions of counsel to such Subsidiary (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to above), all in form, content and scope reasonably satisfactory to the Administrative Agent.

(b) The Borrower may add and withdraw Real Property Assets from the pool of Unencumbered Properties without the consent of the Administrative Agent; provided, that (i) in the case of addition of a Real Property Asset owned or leased by a Consolidated Party that is not a Credit Party, the owner of the Real Property Asset shall have complied with the requirements of clause (a)(i) of this Section 6.15 and (ii) in the case of withdrawal of a Real Property Asset, the Borrower shall have (x) given notice thereof to the Administrative Agent, together with a written request to release the owner of the subject Real Property Asset from the Guaranty, where appropriate, in accordance with the provisions hereof and (y) delivered to the Administrative Agent a Compliance Certificate demonstrating compliance with the financial covenants in Section 6.12 on a pro forma basis as if such Real Property Asset had been released as of the first day of the relevant period. In the case of withdrawal of a subject Property from the pool of Unencumbered Properties entitling the owner of the subject Real Property Asset to a release from the Guaranty hereunder, the Administrative Agent shall acknowledge (in writing delivered to the Borrower upon written request of the Borrower) withdrawal of the subject Real Property Asset and release of Guaranty of the owner in respect thereof (excepting a situation where an Event of Default shall then exist and be continuing, or where withdrawal of the subject Real Property Asset would cause the pool of Unencumbered Properties to be insufficient to support the outstanding Obligations, which in either such case, the owner of the subject Real Property Asset shall not be released from its Guaranty hereunder until such time as the foregoing conditions no longer exist). Notwithstanding anything to the contrary in this Agreement, if the removal of any Unencumbered Properties would have the effect of curing all existing Events of Default,

Borrower shall be permitted to withdraw such Real Property Assets, and any Event of Default with respect thereto shall be deemed cured as of the date of such withdrawal. In no event shall a Real Property Asset be added to, or released from, the pool of Unencumbered Properties unless such Real Property Asset is substantially concurrently therewith added to, or released from, as the case may be, the pool of Unencumbered Properties included under the REIT Credit Agreement.

(c) Notwithstanding the requirements set forth in clauses (a) or (b) of this Section 6.15, in the event that (i) the Borrower or Omega REIT has received two (2) Investment Grade Ratings and (ii) any Person acting as a Guarantor is no longer obligated to provide a guarantee of any indebtedness of Omega REIT or the Borrower for borrowed money evidenced by bonds, debentures, notes or other similar instruments in an amount of at least $50,000,000 (excluding any amounts outstanding pursuant to this Credit Agreement or the REIT Credit Agreement) or would be automatically released from its guarantee obligations of any such indebtedness upon its release from the Guaranty, then such Person shall be automatically released as a party to the Credit Documents (the "Release"). In such an event, the Borrower will notify the Administrative Agent that, pursuant to this Section 6.15(c), such Person shall be released and, in accordance with Section 9.11, the Administrative Agent shall (to the extent applicable) deliver to the Credit Parties such documentation as is reasonably necessary to evidence the Release.

Notwithstanding the foregoing, (A) as set forth in Section 6.18 below, the Obligations shall remain a senior unsecured obligation, pari passu with all other senior unsecured Funded Debt of the Borrower, and (B) to the extent that following any such Release, any Real Property Asset owned by an otherwise released or to be released Guarantor that is obligated in respect of outstanding recourse debt for Funded Debt shall not be deemed an Unencumbered Property for purposes of this Agreement.

6.16 Anti-Terrorism Laws.

None of the Credit Parties nor any of their respective Affiliates (i) will conduct any business or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) will deal in, or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) will engage in or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act. The Borrower covenants and agrees to execute and/or deliver to Administrative Agent any certification or other evidence requested from time to time by Administrative Agent in its sole discretion, confirming the Borrower's compliance with this Section including, without limitation, any documentation which is necessary for ongoing compliance with any anti-money laundering Laws applicable to any Lender.

6.17 Compliance With Material Contracts.

Each Credit Party shall, and shall cause each of its Subsidiaries to, perform and observe all the material terms and provisions of each Material Contract to be performed or observed by it,

maintain each such Material Contract in full force and effect, enforce each such Material Contract in accordance with its terms, take all such action to such end as may be from time to time reasonably requested by the Administrative Agent and, upon the reasonable request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Credit Party is entitled to make under such Material Contract.

6.18 Designation as Senior Debt.

Each Credit Party shall, and shall cause each of its Subsidiaries to, ensure that all Obligations are designated as "Senior Indebtedness" and are at least pari passu with all unsecured debt of such Credit Party and each Subsidiary.

6.19 Investor Guaranties.

The Administrative Agent and the Lenders have agreed to accept from time to time, upon the request of Borrower, one or more Investor Guaranties. No Investor Guarantor shall be a person with whom Administrative Agent or any Lender is prohibited by applicable law from doing business, and Borrower shall deliver such information as Administrative Agent may reasonably request to verify the foregoing.

ARTICLE VII
NEGATIVE COVENANTS

The Borrower hereby covenants and agrees (on its own behalf and on behalf of the other Credit Parties, Omega REIT and Omega Holdco, as applicable) that until the Obligations, together with interest, fees and other obligations hereunder, have been paid in full:

7.01 Liens.

No Credit Party shall, nor shall they permit any Subsidiary to, at any time, create, incur, assume or suffer to exist any Lien upon any of its assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Credit Document;

(b) Liens (other than Liens imposed under ERISA) for taxes, assessments or governmental charges or levies (including pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation) not yet due and payable or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and suppliers and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business; provided, that such Liens secure only amounts not overdue for more than thirty (30) days

or are being contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with GAAP have been established;

(d) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness not otherwise permitted pursuant to Section 7.02), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) zoning restrictions, easements, rights-of-way, restrictions, restrictive covenants, encroachments, protrusions, sets of facts that an accurate and up to date survey would show and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(f) Liens securing judgments for the payment of money (or appeal or other surety bonds relating to such judgments) not constituting an Event of Default under Section 8.01(h);

(g) leases or subleases (and the rights of the tenants thereunder) granted to others not interfering in any material respect with the business of any Credit Party or any Subsidiary;

(h) any interest of title of a lessor under, and Liens arising from UCC financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) relating to, leases permitted by this Agreement;

(i) Liens in existence as of the Closing Date as set forth on Schedule 7.01 and any renewals or extensions thereof; provided, that the property covered thereby is not materially changes;

(j) Liens pursuant to the Braswell Indebtedness; and

(k) other Liens incurred in connection with Consolidated Funded Debt as long as, after giving effect thereto, the Credit Parties are in compliance with the financial covenants in Section 6.12, on a pro forma basis as if such Lien had been incurred as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.01 (or if such Lien exists as of the Closing Date, as of September 30, 2012); provided, that the Credit Parties may not grant a mortgage, deed of trust, lien, pledge, encumbrance or other security interest, in each case, to secure Funded Debt with respect to any Unencumbered Property or the Capital Stock in any Subsidiary except in favor of the Lenders.

7.02 Indebtedness.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Credit Documents;

(b) Indebtedness in connection with intercompany Investments permitted under Section 7.03;

(c) obligations (contingent or otherwise) existing or arising under any Swap Contract; provided, that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a "market view"; and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(d) without duplication, Guaranties by a Credit Party or any Subsidiary in respect of any Indebtedness otherwise permitted hereunder;

(e) Indebtedness set forth in Schedule 7.02 (and renewals, refinancing and extensions thereof); provided, that the amount of such Indebtedness is not increased at the time of such refinancing, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments utilized thereunder (for purposes of clarity, it is understood that Funded Debt on Schedule 7.02 is included in calculating the financial covenants in Section 6.12); and

(f) other Funded Debt (including any portion of any renewal, financing, or extension of Indebtedness set forth in Schedule 7.02 to the extent such portion does not meet the criteria set for the in the proviso of clause (e) above) as long as, after giving effect thereto, the Credit Parties are in compliance with the financial covenants in Section 6.12, on a pro forma basis as if such Indebtedness had been incurred as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.01 (or if such Indebtedness exists as of the Closing Date, as of March 31, 2014).

7.03 Investments.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, make any Investments, except:

(a) Investments held in the form of cash or Cash Equivalents;

(b) Investments in any Person that is a Credit Party prior to giving effect to such Investment;

(c) Investments by any Subsidiary that is not a Credit Party in any other Subsidiary that is not a Credit Party;

(d) Investments consisting of (i) extensions of credit in the nature of the performance of bids, (ii) accounts receivable or notes receivable arising from the grant of trade contracts and leases (other than credit) in the ordinary course of business, and (iii) Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guaranties permitted by Section 7.02;

(f) Investments existing as of the Closing Date and set forth in Schedule 7.03; and

(g) Investments in or related to Healthcare Facilities and Investments as described in Section 6.11 (including, without limitation, Investments of the type set forth in subclauses (i)-(iv) of this clause (g)); provided, however, that after giving effect to any such Investments, (i) the aggregate amount of Investments consisting of unimproved land holdings (including those made by Omega REIT and Omega Holdco) shall not, at any time, exceed 5% of Consolidated Total Asset Value, (ii) the aggregate amount of Investments consisting of Mortgage Loans, notes receivables and mezzanine loans (including those made by Omega REIT and Omega Holdco) shall not, at any time, exceed 30% of Consolidated Total Asset Value, (iii) the aggregate amount of Investments consisting of construction in progress (including those made by Omega REIT and Omega Holdco) shall not, at any time, exceed 15% of Consolidated Total Asset Value and (iv) the aggregate amount of Investments in Unconsolidated Affiliates (including those made by Omega REIT and Omega Holdco) shall not, at any time, exceed 20% of Consolidated Total Asset Value; provided, further, that the aggregate amount of all Investments made pursuant to clauses (i), (ii), (iii) and (iv) above (including those made by Omega REIT and Omega Holdco) shall not, at any time, exceed 35% of Consolidated Total Asset Value.

7.04 Fundamental Changes.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, merge, dissolve, liquidate, consolidate with or into another Person; provided, that, notwithstanding the foregoing provisions of this Section 7.04, (a) the Borrower may merge or consolidate with any of its Subsidiaries provided that the Borrower is the continuing or surviving Person, (b) any Consolidated Party (including any Unrestricted Subsidiary) may merge or consolidate with any other Consolidated Party; provided, that if a Credit Party is a party to such transaction, such Credit Party shall be the continuing or surviving Person, (c) any Subsidiary Guarantor may be merged or consolidated with or into any other Subsidiary Guarantor and (d) any Subsidiary that is not a Credit Party may dissolve, liquidate or wind up its affairs at any time; provided, that such dissolution, liquidation or winding up, as applicable, could not reasonably be expected to have a Material Adverse Effect.

7.05 Dispositions.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out Property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment or Property to the extent that (i) such Property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement Property; provided, that if the Property disposed of is an Unencumbered Property it is removed from the calculation of Unencumbered Asset Value.

(d) Dispositions of Property by any Subsidiary to a Credit Party or to a Wholly Owned Subsidiary; provided, that if the transferor of such property is a Credit Party, the transferee thereof must be a Credit Party;

(e) Dispositions permitted by Section 7.04;

(f) Dispositions by the Borrower and its Subsidiaries not otherwise permitted under this Section 7.05; provided, that (i) at the time of such Disposition, no Default or Event of Default exists and is continuing (that would not be cured by such Disposition) or would result from such Disposition and (ii) after giving effect thereto, the Credit Parties are in compliance with the financial covenants in Section 6.12, on a pro forma basis as if such Disposition had been incurred as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.01**;** and

(g) real estate leases entered into in the ordinary course of business.

Notwithstanding anything above, any Disposition pursuant to clauses (a) through (f) shall be for fair market value.

7.06 Change in Nature of Business.

No Credit Party shall, nor shall they permit any Subsidiary to, engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiaries on the date hereof or any business substantially related or incidental thereto.

7.07 Transactions with Affiliates and Insiders.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, enter into any transaction of any kind with any officer, director or Affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as

favorable to such Credit Party or Subsidiary as would be obtainable by such Credit Party or Subsidiary at the time in a comparable arm's length transaction with a Person other than a director, officer or Affiliate; provided, that the foregoing restriction shall not apply to transactions between or among the Credit Parties.

7.08 Organization Documents; Fiscal Year; Legal Name, State of Formation and Form of Entity .

No Credit Party shall, nor shall they permit Omega REIT, Omega Holdco or any Subsidiary of a Credit Party to, directly or indirectly:

(a) Amend, modify or change its Organization Documents in a manner materially adverse to the Lenders.

(b) Make any material change in (i) accounting policies or reporting practices, except as required by GAAP, FASB, the SEC or any other regulatory body, or (ii) its fiscal year.

(c) Without providing ten (10) days prior written notice to the Administrative Agent, change its name, state of formation or form of organization.

7.09 Negative Pledges.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, enter into, assume or otherwise be bound, by any Negative Pledge other than (i) any Negative Pledge contained in an agreement entered into in connection with any Indebtedness that is permitted pursuant to Section 7.02; (ii) any Negative Pledge required by law; (iii) Negative Pledges contained in (x) the agreements set forth on Schedule 7.09; (y) any agreement relating to the sale of any Subsidiary or any assets pending such sale; provided, that in any such case, the Negative Pledge applies only to the Subsidiary or the assets that are the subject of such sale; or (z) any agreement in effect at the time any Person becomes a Subsidiary so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary and such restriction only applies to such Person and/or its assets, and (iv) customary provisions in leases, licenses and other contracts restricting the assignment thereof, in each case as such agreements, leases or other contracts may be amended from time to time and including any renewal, extension, refinancing or replacement thereof; provided, that, with respect to any amendment, renewal, extension, refinancing or replacement of an agreement described in clause (iii), such amendment, renewal, extension, refinancing or replacement does not contain restrictions of the type prohibited by this Section 7.09 that are, in the aggregate, more onerous in any material respect on the Borrower or any Subsidiary than the restrictions, in the aggregate, in the original agreement.

7.10 Use of Proceeds.

No Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, use the proceeds of any Extension of Credit, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Prepayments of Indebtedness.

If a Default or Event of Default exists and is continuing or would be caused thereby, no Credit Party shall, nor shall they permit any Subsidiary to, directly or indirectly, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness, except the prepayment of Extensions of Credit in accordance with the terms of this Agreement.

7.12 Stock Repurchases.

If a Default or Event of Default exists and is continuing or would be caused thereby, the Borrower shall not make any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, for the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any of its Capital Stock or any option, warrant or other right to acquire any such Capital Stock.

7.13 Sanctions.

Permit any Loan or the proceeds of any Loan, directly or indirectly, (a) to be lent, contributed or otherwise made available to fund any activity or business in any Designated Jurisdiction; (b) to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions; or (c) in any other manner that will result in any violation by any Person (including any Lender, Arranger or Administrative Agent) of any Sanctions or anti-corruption Laws.

7.14 Omega REIT and Omega Holdco Covenants.

Neither Omega REIT nor Omega Holdco shall directly or indirectly enter into or conduct any business or activity other than (a) in connection with the ownership, acquisition and disposition of interests in the Borrower, (b) the management of the business of the Borrower, and (c) such business or activity that is conducted by Omega REIT and its Subsidiaries on the date hereof or, in each case, such business or activity as is reasonably ancillary or incidental thereto (in any case, a "Permitted Activity"); provided, however, neither Omega REIT nor Omega Holdco shall own any assets other than (i) interests, rights, options, warrants or convertible or exchangeable securities of Omega Holdco or the Borrower, as applicable, (ii) assets that have been distributed to Omega REIT or Omega Holdco, as applicable by their Subsidiaries that are held for fifteen (15) Business Days or less pending further distribution to equity holders of Omega REIT or application by Omega REIT or Omega Holdco, as the case may be, pursuant to a Permitted Activity, (iii) assets received directly or indirectly by Omega REIT or Omega Holdco, as applicable from third parties (including, without limitation, the net cash proceeds from any issuance and sale by Omega REIT of any equity interests or issuance of Senior Notes), that are held for fifteen (15) Business Days or less pending further contribution to the Borrower or application by Omega REIT or Omega Holdco, as the case may be, pursuant to a Permitted Activity, (iv) such bank accounts or similar instruments as it deems necessary in furtherance of a Permitted Activity or to carry out its responsibilities under the Organization Documents of the Borrower and (v) other tangible and intangible assets that, taken as a whole, are immaterial in relation to the consolidated assets of

the Borrower and its Subsidiaries, but which shall in no event include any equity interests other than those permitted in clauses (i) and (iii) of this sentence. Nothing in this Section 7.14 shall prevent either Omega REIT or Omega Holdco from (A) the maintenance of its legal existence or activities reasonably incidental thereto (including, without limitation, the ability to incur fees, costs and expenses relating to such maintenance), (B) the performance of its obligations with respect to the REIT Credit Agreement and the loan documents executed in connection therewith or any other Omega REIT Indebtedness, (C) with respect to Omega REIT only, from any public offering of its common stock or any other issuance or sale of its equity interests or issuance of its Senior Notes, (D) the payment of dividends, (E) making contributions to the capital of the Borrower, (F) participating in tax, accounting and other administrative matters as a member of the Consolidated Parties, (G) providing indemnification to officers, managers and directors, (H) any activities incidental to compliance with the Securities Laws and the rules of national securities exchanges and activities incidental to investor relations, shareholder meetings and reports to shareholders or debtholders and (I) any activities incidental to the foregoing.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default.

The occurrence and continuation of any of the following shall constitute an Event of Default:

(a) Non-Payment. Any Credit Party fails to pay when and as required to be paid herein, (i) any amount of principal of any Loan, (ii) within five (5) days after the same becomes due, any interest on any Loan, or (iii) within ten (10) days after the earlier of (A) a Responsible Officer of the Borrower or any Credit Party becoming aware that the same has become due or (B) written notice from the Administrative Agent to the Borrower, any other fee payable herein or any other amount payable herein or under any other Credit Document becomes due; or

(b) Specific Covenants. Any Credit Party fails to perform or observe any term, covenant or agreement contained in (i) any of Sections 6.01 6.02 or 6.10 within ten (10) days after the same becomes due or required or (ii) any of Sections 6.03, 6.06, 6.11, 6.12, 6.14, 6.15 or 6.18 or Article VII; or

(c) Other Defaults. Any Credit Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Credit Document on its part to be performed or observed and such failure continues for thirty (30) days after the earlier of (i) a Responsible Officer of the Borrower or any Credit Party becoming aware of such Default or (ii) written notice thereof by the Administrative Agent to the Borrower (or, if such failure cannot be reasonably cured within such period, sixty (60) days, so long as the applicable Credit Party has diligently commenced such cure and is diligently pursuing completion thereof); or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Credit

Party and contained in this Credit Agreement, in any other Credit Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) there occurs any event of default under (x) any of the Senior Note Indentures or (y) the REIT Credit Agreement; (ii) any Credit Party or any Subsidiary (A) fails to perform or observe (beyond the applicable grace or cure period with respect thereto, if any) any Contractual Obligation if such failure could reasonably be expected to have a Material Adverse Effect, (B) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise and beyond the applicable grace or cure period with respect thereto, if any) in respect of any Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or otherwise fails to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which event of default is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or cash collateral in respect thereof to be demanded, in each case to the extent such Indebtedness or other obligation is in an amount, individually or in the aggregate, (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount; or (iii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which such Credit Party or Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which such Credit Party or Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Credit Party or Subsidiary as a result thereof is greater than the Threshold Amount; or

(f) Insolvency Proceedings, Etc. Any Credit Party, Omega REIT, Omega Holdco or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its properties; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed and the appointment continues undischarged or unstayed for ninety (90) calendar days; or any proceeding under any Debtor Relief Law relating to such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for ninety (90) calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Credit Party, Omega REIT, Omega Holdco or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant

of attachment or execution or similar process in an amount in excess of the Threshold Amount is issued or levied against all or any material part of the properties of any such Person and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(h) Judgments. There is entered against a Credit Party, Omega REIT, Omega Holdco or any Subsidiary (i) any one or more final judgments or orders for the payment of money in an amount, individually or in the aggregate, exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Plan which has resulted in liability of any Credit Party, Omega REIT, Omega Holdco or any Subsidiary under Title IV of ERISA to the Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or (ii) any Credit Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(j) Invalidity of Credit Documents; Guaranty. (i) Any Credit Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or as a result of satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Credit Party contests in any manner the validity or enforceability of any Credit Document; or any Credit Party denies that it has any or further liability or obligation under any Credit Document, or purports to revoke, terminate or rescind any Credit Document; or (ii) except as the result of or in connection with a dissolution, merger or disposition of a Subsidiary Guarantor not prohibited by the terms of this Credit Agreement, the Guaranty shall cease to be in full force and effect, or any Guarantor hereunder shall deny or disaffirm such Guarantor's obligations under such Guaranty, or any Guarantor shall default in the due performance or observance of any term, covenant or agreement on its part to be performed or observed pursuant to the Guaranty; or

(k) Change of Control. There occurs any Change of Control.

8.02 Remedies Upon Event of Default.

If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, upon written notice to the Borrower in any instance, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Credit Document to be immediately due and payable, without presentment, demand, protest or additional notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Credit Documents or applicable law;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds.

After the exercise of remedies in accordance with the provisions of Section 8.02 (or after the Loans have automatically become immediately due and payable, any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including Attorney Costs and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs and amounts payable under Article III), ratably among the Lenders in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans ratably among the Lenders in proportion to the respective amounts described in this clause Third held by them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans;

Fifth, to payment of that portion of the Obligations constituting obligations under Swap Contracts between any Credit Party and any Lender or Affiliate of any Lender (including, without limitation, payment of breakage, termination or other amounts owing in respect of any Swap Contract between any Credit Party and any Lender, or any Affiliate of a Lender, to the extent such Swap Contract is permitted hereunder); and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or such Guarantor's assets, but appropriate adjustments shall be made with respect to payments from other Credit Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

ARTICLE IX
ADMINISTRATIVE AGENT

9.01 Appointment and Authorization of Administrative Agent.

Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Credit Agreement and each other Credit Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Credit Agreement or any other Credit Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Credit Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Credit Agreement or any other Credit Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Credit Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

9.02 Delegation of Duties.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents that it selects in the absence of gross negligence or willful misconduct.

9.03 Liability of Administrative Agent.

No Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Credit Agreement or any other Credit Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct in connection with its duties expressly set forth herein), or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any

Credit Party or any officer thereof, contained herein or in any other Credit Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Credit Agreement or any other Credit Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Credit Agreement or any other Credit Document, or for any failure of any Credit Party or any other party to any Credit Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Credit Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof.

9.04 Reliance by Administrative Agent.

(a) The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Credit Party), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under any Credit Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Credit Agreement or any other Credit Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Credit Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

9.05 Notice of Default.

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Credit Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default.” The Administrative Agent will notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with

respect to such Default or Event of Default as may be directed by the requisite Lenders in accordance herewith; provided, however, that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interest of the Lenders.

9.06 Credit Decision; Disclosure of Confidential Information by Administrative Agent.

Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Credit Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession (in each case, except to the extent the Administrative Agent has confirmed to any Lender in writing the satisfaction of conditions to funding as of the Closing Date). Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Credit Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Credit Agreement and to extend credit to the Borrower and the other Credit Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Credit Agreement and the other Credit Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Credit Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Credit Parties or any of their respective Affiliates that may come into the possession of any Agent-Related Person.

9.07 Indemnification of Administrative Agent.

Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Credit Party and without limiting the obligation of any Credit Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; provided, however, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities to the extent determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Agent-Related Person's own gross negligence or willful misconduct; provided, however, that no action taken in accordance with the directions of the Required Lenders shall be deemed to

constitute gross negligence or willful misconduct for purposes of this Section. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Credit Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower. The undertaking in this Section shall survive termination of the Commitments, the payment of all other Obligations and the resignation of the Administrative Agent.

9.08 Administrative Agent in its Individual Capacity .

Bank of America and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Credit Parties and their respective Affiliates as though Bank of America were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, Bank of America or its Affiliates may receive information regarding any Credit Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Credit Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, Bank of America shall have the same rights and powers under this Credit Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, and the terms "***Lender***" and "***Lenders***" include Bank of America in its individual capacity.

9.09 Successor Administrative Agent.

The Administrative Agent may resign as Administrative Agent upon thirty (30) days' notice to the Lenders. If the Administrative Agent resigns under this Credit Agreement, the Required Lenders shall appoint from among the Lenders a successor administrative agent for the Lenders, which successor administrative agent shall be consented to by the Borrower at all times other than during the existence of an Event of Default (which consent of the Borrower shall not be unreasonably withheld or delayed). If no successor administrative agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrower, a successor administrative agent from among the Lenders. Upon the acceptance of its appointment as successor administrative agent hereunder, the Person acting as such successor administrative agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent, and the term "Administrative Agent" thereafter shall mean such successor administrative agent, and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article IX and Sections 10.04 and 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Credit Agreement. If no successor administrative agent has accepted appointment as Administrative Agent by the date

thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above.

9.10 Administrative Agent May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations (other than obligations under Swap Contracts to which the Administrative Agent is not a party) that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.11 Guaranty Matters.

The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Person from its obligations under the Guaranty if (a) such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder, (b) such Person is no longer required to be a Guarantor pursuant to Section 6.15(c) or (c) such Person has been designated as an Unrestricted Subsidiary. Upon the release of any Person pursuant to this Section 9.11, the Administrative Agent shall (to the extent applicable) deliver to the Credit

Parties, upon the Credit Parties' request and at the Credit Parties' expense, such documentation as is reasonably necessary to evidence the release of such Person from its obligations under the Credit Documents.

9.12 Other Agents; Arrangers and Managers.

None of the Lenders or other Persons identified on the facing page or signature pages of this Credit Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger" shall have any right, power, obligation, liability, responsibility or duty under this Credit Agreement other than, in the case of such Lenders, those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Credit Agreement or in taking or not taking action hereunder.

ARTICLE X
MISCELLANEOUS

10.01 Amendments, Etc.

No amendment or waiver of, or any consent to deviation from, any provision of this Credit Agreement or any other Credit Document shall be effective unless in writing and signed by the Borrower, the Guarantors (if applicable) and the Required Lenders and acknowledged by the Administrative Agent, and each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given; provided, however, that:

(a) unless also signed by each Lender directly affected thereby, no such amendment, waiver or consent shall:

(i) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02), it being understood that the amendment or waiver of an Event of Default or a mandatory reduction or a mandatory prepayment in Commitments shall not be considered an increase in Commitments,

(ii) waive non-payment or postpone any date fixed by this Credit Agreement or any other Credit Document for any payment of principal, interest, fees or other amounts due to any Lender hereunder or under any other Credit Document,

(iii) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Credit Document; provided, however, that only the consent of the Required Lenders shall be necessary (A) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate or (B) to amend any financial covenant hereunder (or any defined term used therein) even

if the effect of such amendment would be to reduce the rate of interest on any Loan or to reduce any fee payable hereunder,

(iv) change any provision of this Credit Agreement regarding pro rata sharing or pro rata funding with respect to (A) the making of advances (including participations), (B) the manner of application of payments or prepayments of principal, interest, or fees, or (C) the manner of reduction of commitments and committed amounts,

(v) change any provision of this Section 10.01(a), the definition of "Required Lenders", or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, or

(vi) release the Borrower or all or substantially all of the Subsidiary Guarantors from their obligations hereunder (other than as provided herein or as appropriate in connection with transactions permitted hereunder);

(b) unless also signed by the Administrative Agent, no such amendment, waiver or consent shall affect the rights or duties of the Administrative Agent under this Credit Agreement or any other Credit Document;

provided, however, that notwithstanding anything to the contrary contained herein, (i) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that, without the prior written consent of such Lender, (A) no Commitment of such Lender may be increased or extended, (B) the terms and conditions of this proviso may not be amended or otherwise modified and (C) no other amendment or other modification to this Agreement or any Note that would disproportionately affect a "Defaulting Lender" may be effective, (ii) each Lender is entitled to vote as such Lender sees fit on any bankruptcy or insolvency reorganization plan that affects the Loans, (iii) each Lender acknowledged that the provisions of Section 1126(c) of the Bankruptcy Code of the United States supersedes the unanimous consent provisions set forth herein, and (iv) the Required Lenders may consent to allow a Credit Party to use cash collateral in the context of a bankruptcy or insolvency proceeding.

10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile transmission). All such written notices shall be mailed certified or registered mail, faxed or delivered to the applicable address, facsimile number or (subject to subsection (c) below) electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Credit Party or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic

mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to any Credit Party and the Administrative Agent.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided, that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any

liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Effectiveness of Facsimile Documents and Signatures . Credit Documents may be transmitted and/or signed by facsimile. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually-signed originals and shall be binding on all Credit Parties, the Administrative Agent and the Lenders. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(e) Reliance by Administrative Agent and Lenders . The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices permitted under Section 2.02(a)) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

(f) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

10.03 No Waiver; Cumulative Remedies.

No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Credit Document, the authority to enforce rights and remedies hereunder and under the other Credit Documents against the Credit Parties or any of them shall be vested exclusively in, and all

actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Credit Documents, (b) any Lender from exercising setoff rights in accordance with Section 10.09 (subject to the terms of Section 2.12), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Credit Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Credit Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b) and (c) of the preceding proviso and subject to Section 2.12, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Attorney Costs, Expenses and Taxes.

The Credit Parties agree (a) to pay directly to the provider thereof or to pay or reimburse the Administrative Agent for all reasonable and documented costs and expenses incurred in connection with the development, preparation, negotiation and execution of this Credit Agreement and the other Credit Documents, the preservation of any rights or remedies under this Credit Agreement and the other Credit Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all Attorney Costs and (b) to pay or reimburse the Administrative Agent and each Lender for all reasonable costs and expenses incurred following an Event of Default in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Credit Agreement or the other Credit Documents (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all Attorney Costs. The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees and taxes related thereto, and other reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the reasonable and documented cost of independent public accountants and other outside experts retained by the Administrative Agent or any Lender. All amounts due under this Section 10.04 shall be payable within twenty (20) Business Days after written invoice therefor is received by the Borrower. The agreements in this Section shall survive the termination of the Commitments and repayment of all other Obligations.

10.05 Indemnification.

The Credit Parties shall indemnify and hold harmless each Agent-Related Person, each Lender and their respective Affiliates, directors, officers, employees, counsel, agents, trustees, advisors and attorneys-in-fact (collectively the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, litigation, investigation, proceeding, demands, actions, judgments, suits, costs, expenses and disbursements (including Attorney Costs) of any kind or nature whatsoever (subject to the provisions of Section 3.01 with respect to

Taxes and Other Taxes) that may at any time be imposed on, incurred by or asserted against any such Indemnitee (whether by a Credit Party or any other party) in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Credit Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Credit Documents, (b) any Commitment, Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or threatened claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the "Indemnified Liabilities"); provided, that such indemnification shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, litigation, investigation, proceeding, demands, actions, judgments, suits, costs, expenses or disbursements are determined to have resulted from the gross negligence or willful misconduct of any Indemnitee. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through SyndTrak or other similar information transmission systems in connection with this Credit Agreement, and no Indemnitee shall have any liability for any indirect or consequential damages relating to this Credit Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). All amounts that may become due under this Section 10.05 shall be payable within twenty (20) Business Days after written invoice therefor is received by the Borrower. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the assignment by any Lender of any of its interests hereunder, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.06 Payments Set Aside.

To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect.

10.07 Successors and Assigns.

(a) The provisions of this Credit Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) or (i) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Credit Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Credit Agreement.

(b) Any Lender may at any time, with notice to the Borrower and, unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) the assignment is to a Lender, an Affiliate of such Lender or an Approved Fund, the consent of the Borrower (such consent not to be unreasonably withheld or delayed), assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Credit Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided, that (i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed) provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met; (ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Credit Agreement with respect to the Loans or the Commitment assigned; (iii) any assignment of a Commitment must be approved by the Administrative Agent (such consent not to be unreasonably withheld or delayed), unless the Person that is the proposed assignee is itself a Lender (whether or not the proposed assignee would otherwise qualify as an Eligible Assignee); (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (v) no such assignment shall be made to

(A) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) a natural person. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs. Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Credit Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Credit Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Credit Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Credit Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Credit Agreement that does not comply with this subsection shall be treated for purposes of this Credit Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the

designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent for a material or other substantive change to the Credit Documents is pending, any Lender wishing to consult with other Lenders in connection therewith may request and receive from the Administrative Agent a copy of the Register.

(d) Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Credit Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided, that (i) such Lender's obligations under this Credit Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Credit Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Credit Agreement and to approve any amendment, modification or waiver of any provision of this Credit Agreement; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification that extends the time for, reduces the amount or alters the application of proceeds with respect to such obligations and payments required therein that directly affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided, such Participant agrees to be subject to Section 2.12 as though it were a Lender.

(e) A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 10.15 as though it were a Lender.

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Credit Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided, that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may (without notice to or the consent of any of the parties hereto) create a security interest in all or any portion of the Loans owing to it and the Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided, that unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Credit Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Credit Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

10.08 Confidentiality.

Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of Confidential Information, except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); (b) to the extent requested by any regulatory authority or self regulatory body; (c) to the extent required by applicable Law or regulations or by any subpoena or similar legal process; (d) to any other party to this Credit Agreement; (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Credit Agreement or the enforcement of rights hereunder (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Credit Agreement or (ii) any direct or indirect contractual counterparty or prospective counterparty (or such contractual counterparty's or prospective counterparty's professional advisor) to any credit derivative transaction relating to obligations of the Credit Parties; (g) with the consent of the Borrower; (h) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower; (i) to the National Association of Insurance Commissioners or any other similar organization (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential); or (j) to any nationally recognized rating agency that requires access to a Lender's or an Affiliate's investment portfolio in connection with ratings issued with respect to such Lender or Affiliate. In addition, the Administrative Agent and the Lenders may disclose the existence of this Credit Agreement and information about this Credit Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Credit Agreement, the other Credit Documents, the Commitments, and the Extension of Credits. Any Person required to maintain the confidentiality of Confidential Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person

would accord to its own confidential information. " Confidential Information" means all information received from any Credit Party relating to any Credit Party, any of the other Consolidated Parties, or its or their business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by any Credit Party; provided, that, in the case of information received from a Credit Party after the date hereof, such information is clearly identified in writing at the time of delivery as confidential.

Each of the Administrative Agent and the Lenders Issuer acknowledges that (a) the Confidential Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.09 Set-off.

In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuance of any Event of Default, each Lender and each of its Affiliates are authorized at any time and from time to time, without prior notice to the Borrower or any other Credit Party, any such notice being waived by the Borrower (on their own behalf and on behalf of each Credit Party) to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender or Affiliate to or for the credit or the account of the respective Credit Parties against any and all Obligations owing to such Lender hereunder or under any other Credit Document, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Credit Agreement or any other Credit Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

10.10 Interest Rate Limitation.

Notwithstanding anything to the contrary contained in any Credit Document, the interest paid or agreed to be paid under the Credit Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid

principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.11 Counterparts.

This Credit Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12 Integration.

This Credit Agreement, together with the other Credit Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Credit Agreement and those of any other Credit Document, the provisions of this Credit Agreement shall control; provided, that the inclusion of specific supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Credit Document shall not be deemed a conflict with this Credit Agreement. Each Credit Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

10.13 Survival of Representations and Warranties.

All representations and warranties made hereunder and in any other Credit Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default at the time of any Extension of Credit, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

10.14 Severability.

If any provision of this Credit Agreement or the other Credit Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Credit Agreement and the other Credit Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.15 Tax Forms.

(a) (i) Each Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code (a " Foreign Lender") shall deliver to the Administrative Agent, prior to receipt of any payment subject to withholding under the Internal Revenue Code (or upon accepting an assignment of an interest herein), two duly signed completed copies of either IRS Form W-8BEN or any successor thereto (relating to such Foreign Lender and entitling it to an exemption from, or reduction of, withholding tax on all payments to be made to such Foreign Lender by the Borrower pursuant to this Credit Agreement) or IRS Form W-8ECI or any successor thereto (relating to all payments to be made to such Foreign Lender by the Borrower pursuant to this Credit Agreement) or such other evidence satisfactory to the Borrower and the Administrative Agent that such Foreign Lender is entitled to an exemption from, or reduction of, U.S. withholding tax, including any exemption pursuant to Section 881(c) of the Internal Revenue Code. Thereafter and from time to time, each such Foreign Lender shall (A) promptly submit to the Administrative Agent such additional duly completed and signed copies of one of such forms (or such successor forms as shall be adopted from time to time by the relevant United States taxing authorities) as may then be available under then current United States laws and regulations to avoid, or such evidence as is satisfactory to the Borrower and the Administrative Agent of any available exemption from or reduction of, United States withholding taxes in respect of all payments to be made to such Foreign Lender by the Borrower pursuant to this Credit Agreement, (B) promptly notify the Administrative Agent of any change in circumstances that would modify or render invalid any claimed exemption or reduction, and (C) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Law that the Borrower make any deduction or withholding for taxes from amounts payable to such Foreign Lender.

(ii) Each Foreign Lender, to the extent it does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Lender under any of the Credit Documents (for example, in the case of a typical participation by such Lender), shall deliver to the Administrative Agent on the date when such Foreign Lender ceases to act for its own account with respect to any portion of any such sums paid or payable, and at such other times as may be necessary in the determination of the Administrative Agent (in the reasonable exercise of its discretion), (A) two duly signed completed copies of the forms or statements required to be provided by such Lender as set forth above, to establish the portion of any such sums paid or payable with respect to which such Lender acts for its own account that is not subject to U.S. withholding tax, and (B) two duly signed completed copies of IRS Form W-8IMY (or any successor thereto), together with any information such Lender chooses to transmit with such form, and any other certificate or statement of exemption required under the Internal Revenue Code, to establish that such Lender is not acting for its own account with respect to a portion of any such sums payable to such Lender.

(iii) The Borrower shall not be required to pay any additional amount to any Foreign Lender under Section 3.01 (A) with respect to any Taxes required to be deducted or withheld on the basis of the information, certificates or statements of exemption such Lender transmits with an IRS Form W-8IMY pursuant to this Section 10.15(a) or (B) if such Lender shall have failed to satisfy the foregoing provisions of this Section 10.15(a); provided, that if such Lender shall have satisfied the requirement of this Section 10.15(a) on the date such Lender became a Lender or ceased to act for its own account with respect to any payment under any of the Credit Documents, nothing in this Section 10.15(a) shall relieve the Borrower of their obligation to pay any amounts pursuant to Section 3.01 in the event that, as a result of any change in any applicable Law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, such Lender is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Lender or other Person for the account of which such Lender receives any sums payable under any of the Credit Documents is not subject to withholding or is subject to withholding at a reduced rate.

(b) Upon the request of the Administrative Agent, each Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code shall deliver to the Administrative Agent two duly signed completed copies of IRS Form W-9. If such Lender fails to deliver such forms, then the Administrative Agent may withhold from any interest payment to such Lender an amount equivalent to the applicable back-up withholding tax imposed by the Internal Revenue Code, without reduction.

(c) If a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (c), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

10.16 Replacement of Lenders.

To the extent that Section 3.06(b) provides that the Borrower shall have the right to replace a Lender as a party to this Credit Agreement, or if any Lender is a Defaulting Lender, the Borrower may, upon notice to such Lender and the Administrative Agent, replace such Lender by causing such Lender to assign its Commitment (with the related assignment fee to be paid by

the Borrower) pursuant to Section 10.07(b) to one or more Eligible Assignees procured by the Borrower; provided, however, that if the Borrower elects to exercise such right with respect to any Lender pursuant to such Section 3.06(b), they shall be obligated to replace all Lenders that have made similar requests for compensation pursuant to Section 3.01 or 3.04. The Borrower shall pay in full all principal, interest, fees and other amounts owing to such Lender through the date of replacement (including any amounts payable pursuant to Section 3.05). Any Lender being replaced shall execute and deliver an Assignment and Assumption with respect to such Lender's Commitment and outstanding Loans.

10.17 No Advisory or Fiduciary Responsibility .

In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees, and acknowledges its respective Affiliates' understanding, that: (a) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Borrower and its respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, and each Credit Party is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (b) in connection with the process leading to such transaction, the Administrative Agent and the Arranger each is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of its respective Affiliates, stockholders, creditors or employees or any other Person; (c) neither the Administrative Agent nor the Arranger has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent or the Arranger has advised or is currently advising the Borrower or any of its respective Affiliates on other matters) and neither the Administrative Agent nor the Arranger has any obligation to the Borrower or any of its respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; (d) the Administrative Agent and the Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its respective Affiliates, and neither the Administrative Agent nor the Arranger has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (e) the Administrative Agent and the Arranger have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Credit Document) and each Credit Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each Credit Party hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty.

10.18 Source of Funds.

Each of the Lenders hereby represents and warrants to the Borrower that at least one of the following statements is an accurate representation as to the source of funds to be used by such Lender in connection with the financing hereunder:

(a) no part of such funds constitutes assets allocated to any separate account maintained by such Lender in which any employee benefit plan (or its related trust) has any interest;

(b) to the extent that any part of such funds constitutes assets allocated to any separate account maintained by such Lender, such Lender has disclosed to the Borrower the name of each employee benefit plan whose assets in such account exceed ten percent (10%) of the total assets of such account as of the date of such purchase (and, for purposes of this subsection (b), all employee benefit plans maintained by the same employer or employee organization are deemed to be a single plan);

(c) to the extent that any part of such funds constitutes assets of an insurance company's general account, such insurance company has complied with all of the requirements of the regulations issued under Section 401(c)(1)(A) of ERISA; or

(d) such funds constitute assets of one or more specific benefit plans that such Lender has identified in writing to the Borrower.

As used in this Section, the terms "employee benefit plan" and "separate account" shall have the respective meanings provided in Section 3 of ERISA.

10.19 GOVERNING LAW.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE , WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES; PROVIDED, THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, THE CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, THE CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY CREDIT DOCUMENT OR OTHER DOCUMENT RELATED

THERETO. EACH OF THE BORROWER, THE CREDIT PARTIES, THE ADMINISTRATIVE AGENT AND EACH LENDER WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

10.20 WAIVER OF RIGHT TO TRIAL BY JURY.

EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY CREDIT DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY CREDIT DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.21 No Conflict.

To the extent there is any conflict or inconsistency between the provisions hereof and the provisions of any other Credit Document, this Credit Agreement shall control.

10.22 USA Patriot Act Notice.

Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower (and to the extent applicable, the other Credit Parties), which information includes the name and address of the Borrower (and to the extent applicable, the other Credit Parties) and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower (and to the extent applicable, the other Credit Parties) in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

10.23 Electronic Execution of Assignments and Certain Other Documents .

The words "execute," "execution," "signed," "signature" and words of like import in or related to any document to be signed in connection with this Agreement and the transaction contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Loan Notices, waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal

effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligations to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

10.24 Entire Agreement.

This Credit Agreement and the other Credit Documents represent the final agreement AMONG the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements AMONG the parties.

ARTICLE XI
GUARANTY

11.01 The Guaranty.

(a) Each of the Guarantors, unless released pursuant to Section 6.15(c) and Section 9.11, hereby jointly and severally guarantees to the Administrative Agent and each of the holders of the Obligations, as hereinafter provided, as primary obligor and not as surety, the prompt payment of the Obligations (the "Guaranteed Obligations") in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof. The Guarantors hereby further agree that if any of the Guaranteed Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

(b) Notwithstanding any provision to the contrary contained herein, in any of the other Credit Documents or Swap Contracts, if any Guarantor is deemed to have been rendered insolvent as a result of its guarantee obligations under this Section 11.01 and not to have received reasonable equivalent value in exchange therefor, then, in such an event, the liability of such Guarantor under this Section 11.01 shall be limited to the maximum amount of the Obligations of the Borrower that such Guarantor may guaranty without rendering the obligations of such Guarantor under this Section 11.01 void or voidable under any fraudulent conveyance or fraudulent transfer law.

11.02 Obligations Unconditional.

The obligations of the Guarantors under Section 11.01 are joint and several, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any

of the Credit Documents, other documents relating to the Obligations, or Swap Contracts, or any other agreement or instrument referred to therein, or any substitution, compromise, release, impairment or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable Laws, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 11.02 that the obligations of the Guarantors hereunder shall be absolute and unconditional under any and all circumstances. Each Guarantor agrees that such Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution against the Borrower or any other Guarantor for amounts paid under this Article XI until such time as the Obligations have been irrevocably paid in full and the Commitments relating thereto have expired or been terminated. Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by applicable Laws, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of any of the Credit Documents, other documents relating to the Guaranteed Obligations, or any Swap Contract between any Credit Party and any Lender, or any Affiliate of a Lender or any other agreement or instrument referred to in the Credit Documents, other documents relating to the Guaranteed Obligations, or such Swap Contracts shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Credit Documents, other documents relating to the Guaranteed Obligations, or any Swap Contract between any Credit party and any Lender, or any Affiliate of a Lender, or any other agreement or instrument referred to in the Credit Documents, other documents relating to the Guaranteed Obligations, or any Swap Contract shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with;

(d) any Lien granted to, or in favor of, the Administrative Agent or any of the holders of the Guaranteed Obligations as security for any of the Guaranteed Obligations shall fail to attach or be perfected; or

(e) any of the Guaranteed Obligations shall be determined to be void or voidable (including for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any Person (including any creditor of any Guarantor).

With respect to its obligations hereunder, each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest notice of acceptance of the guaranty given hereby and of extensions of credit that may constitute Guaranteed Obligations, notices of amendments, waivers and supplements to the Credit Documents and other documents relating to

the Guaranteed Obligations, or the compromise, release or exchange of collateral or security, and all notices whatsoever, and any requirement that the Administrative Agent or any holder of the Guaranteed Obligations exhaust any right, power or remedy or proceed against any Person under any of the Credit Documents or any other documents relating to the Guaranteed Obligations or any other agreement or instrument referred to therein, or against any other Person under any other guarantee of, or security for, any of the Obligations.

11.03 Reinstatement.

Neither the Guarantors' obligations hereunder nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of the Borrower, by reason of the Borrower's bankruptcy or insolvency or by reason of the invalidity or unenforceability of all or any portion of the Guaranteed Obligations. The obligations of the Guarantors under this Article XI shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings pursuant to any Debtor Relief Law or otherwise, and each Guarantor agrees that it will indemnify the Administrative Agent and each holder of Guaranteed Obligations on demand for all reasonable costs and expenses (including all reasonable fees, expenses and disbursements of any law firm or other counsel) incurred by the Administrative Agent or such holder of Guaranteed Obligations in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law; provided, that such indemnification shall not be available to the extent that such costs and expenses are determined to have resulted from the gross negligence or willful misconduct of the Administrative Agent or such holder of the Guaranteed Obligations.

11.04 Certain Waivers.

Each Guarantor acknowledges and agrees that (a) the guaranty given hereby may be enforced without the necessity of resorting to or otherwise exhausting remedies in respect of any other security or collateral interests, and without the necessity at any time of having to take recourse against the Borrower hereunder or against any collateral securing the Guaranteed Obligations or otherwise, (b) it will not assert any right to require the action first be taken against the Borrower or any other Person (including any other Guarantor) or pursuit of any other remedy or enforcement any other right and (c) nothing contained herein shall prevent or limit action being taken against the Borrower hereunder, under the other Credit Documents or the other documents and agreements relating to the Guaranteed Obligations or from foreclosing on any security or collateral interests relating hereto or thereto, or from exercising any other rights or remedies available in respect thereof, if neither the Borrower nor the Guarantors shall timely perform their obligations, and the exercise of any such rights and completion of any such foreclosure proceedings shall not constitute a discharge of the Guarantors' obligations hereunder unless as a result thereof, the Guaranteed Obligations shall have been paid in full and the Commitments relating thereto shall have expired or been terminated, it being the purpose and intent that the Guarantors' obligations hereunder be absolute, irrevocable, independent and unconditional under all circumstances.

11.05 Rights of Contribution.

The Guarantors hereby agree as among themselves that, in connection with payments made hereunder, each Guarantor shall have a right of contribution from each other Guarantor in accordance with applicable Laws. Such contribution rights shall be subordinate and subject in right of payment to the Guaranteed Obligations until such time as the Guaranteed Obligations have been paid in full and the Commitments relating thereto shall have expired or been terminated, and none of the Guarantors shall exercise any such contribution rights until the Guaranteed Obligations have been paid in full and the Commitments relating thereto shall have expired or been terminated.

11.06 Guaranty of Payment; Continuing Guaranty.

The guarantee in this Article XI is a guaranty of payment and not of collection, and is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising until such time as the Guaranteed Obligations have been paid in full and the Commitments relating thereto shall have expired or been terminated.

11.07 Keepwell.

Each Credit Party that is a Qualified ECP Guarantor at the time the Guaranty in this Article XI by any Credit Party that is not then an "eligible contract participant" under the Commodity Exchange Act (a "Specified Loan Party") or, if applicable, at the time the grant of a security interest under the Credit Documents by any such Specified Loan Party, in either case, becomes effective with respect to any obligation under any Swap Contract, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Credit Documents in respect of such Obligation on (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article XI voidable under applicable Debtor Relief Laws, and not for any greater amount). The obligations and undertakings of each applicable Credit Party under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Credit Party intends this Section to constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Credit Party that would otherwise not constitute an Eligible Contract Participant for any Swap Obligation for all purposes of the Commodity Exchange Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGES AND SCHEDULES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be duly executed as of the date first above written.

BORROWER:

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited
partnership

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

GUARANTORS:

OHI ASSET (LA), LLC

By: OHI Healthcare Properties Limited Partnership,
a Member of such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited
partnership

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

By: Omega TRS I, Inc.,
a Member of such company

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

OHI ASSET, LLC
OHI ASSET (ID), LLC
OHI ASSET (CA), LLC
DELTA INVESTORS I, LLC
DELTA INVESTORS II, LLC
OHI ASSET (CO), LLC
COLONIAL GARDENS, LLC
WILCARE, LLC
NRS VENTURES, L.L.C.
OHI ASSET (CT) LENDER, LLC
OHI ASSET (FL), LLC
OHI ASSET (IL), LLC
OHI ASSET (MO), LLC
OHI ASSET (OH), LLC
OHI ASSET (OH) LENDER, LLC
OHI ASSET (PA), LLC
OHI ASSET II (CA), LLC
OHI ASSET II (FL), LLC
OHI ASSET CSE-E, LLC
OHI ASSET CSE-U, LLC
OHI ASSET CSB LLC
OHI ASSET (MI), LLC
OHI ASSET (FL) LENDER, LLC
OHI ASSET HUD WO, LLC
OHI ASSET (MD), LLC
OHI ASSET (TX), LLC
OHI ASSET (IN) WABASH, LLC
OHI ASSET (IN) WESTFIELD, LLC
OHI ASSET (IN) GREENSBURG, LLC
OHI ASSET (IN) INDIANAPOLIS, LLC
OHI ASSET HUD SF, 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) 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) KOKOMO, LLC
OHI ASSET (IN) LAFAYETTE, LLC
OHI ASSET (IN) MONTICELLO, LLC
OHI ASSET (IN) NOBLESVILLE, LLC
OHI ASSET (IN) ROSEWALK, LLC

OHI ASSET (IN) SPRING MILL, LLC
OHI ASSET (IN) TERRE HAUTE, LLC
OHI ASSET (IN) ZIONSVILLE, LLC
OHI ASSET HUD CFG, LLC
OHI ASSET HUD SF CA, LLC
OHI ASSET (TX) HONDO, LLC
OHI ASSET (MI) HEATHER HILLS, LLC
OHI ASSET (IN) CROWN POINT, LLC
OHI ASSET (IN) MADISON, LLC
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 RO, LLC
OHI ASSET (FL) LAKE PLACID, LLC
OHI ASSET HUD DELTA, LLC
OHI ASSET (IN) CLINTON, LLC
OHI ASSET (IN) JASPER, LLC
OHI ASSET (IN) SALEM, LLC
OHI ASSET (IN) SEYMOUR, LLC
OHI ASSET (WV) DANVILLE, LLC
OHI ASSET (WV) IVYDALE, LLC
OHI MEZZ LENDER, LLC
OHI ASSET (TN) JEFFERSON CITY, LLC
OHI ASSET (TN) ROGERSVILLE, LLC
OHI ASSET CHG ALF, LLC
BAYSIDE STREET, LLC
BAYSIDE STREET II, LLC
OHI (IOWA), LLC
OHI (INDIANA), LLC
OHI (ILLINOIS), LLC
OHIMA, LLC
STERLING ACQUISITION, LLC
OHI (CONNECTICUT), LLC
FLORIDA LESSOR – MEADOWVIEW, LLC
WASHINGTON LESSOR – SILVERDALE, LLC
GEORGIA LESSOR – BONTERRA/PARKVIEW, LLC
ARIZONA LESSOR – INFINIA, LLC
COLORADO LESSOR – CONIFER, LLC

TEXAS LESSOR – STONEGATE GP, LLC
TEXAS LESSOR – STONEGATE LIMITED, LLC
INDIANA LESSOR – WELLINGTON MANOR, LLC
OHI ASSET (FL) LUTZ, LLC

By: OHI Healthcare Properties Limited Partnership,
the Sole Member of each such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited
partnership

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

3806 CLAYTON ROAD, LLC
245 EAST WILSHIRE AVENUE, LLC
13922 CERISE AVENUE, LLC
637 EAST ROMIE LANE, LLC
523 HAYES LANE, LLC
GOLDEN HILL REAL ESTATE COMPANY, LLC
11900 EAST ARTESIA BOULEVARD, LLC
2400 PARKSIDE DRIVE, LLC
1628 B STREET, LLC

By: OHI Asset HUD SF CA, LLC,
the Sole Member of each such company

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

ENCANTO SENIOR CARE, LLC
OHI ASSET (AZ) AUSTIN HOUSE, LLC

By: OHI Asset HUD SF, LLC,
the Sole Member of each such company

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

CFG 2115 WOODSTOCK PLACE, LLC
1200 ELY STREET HOLDINGS CO. LLC
42235 COUNTY ROAD HOLDINGS CO. LLC
2425 TELLER AVENUE, LLC
48 HIGH POINT ROAD, LLC

By: OHI ASSET HUD CFG, LLC,
the Sole Member of each of the companies

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

TEXAS LESSOR - STONEGATE, LP

By: Texas Lessor – Stonegate GP, LLC,
Its General Partner

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

PV REALTY – WILLOW TREE, LLC

By: OHI Asset HUD WO, LLC,
the Sole Member of such company

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

PAVILLION NURSING CENTER NORTH, LLC
PAVILLION NORTH PARTNERS, LLC
THE SUBURBAN PAVILION, LLC

By: OHI Asset (OH), LLC,
the Sole Member of each such company

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

OHI ASSET IV (PA) SILVER LAKE, LP

By: OHI Asset CSE-U Subsidiary, LLC,
Its General Partner

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

CSE PENNSYLVANIA HOLDINGS, LP
CSE CENTENNIAL VILLAGE, LP

By: OHI Asset CSE-E Subsidiary, LLC,
Its General Partner

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

CSE DENVER ILIFF LLC
CSE FAIRHAVEN LLC
CSE MARIANNA HOLDINGS LLC
CSE TEXARKANA LLC
CSE WEST POINT LLC
CSE WHITEHOUSE LLC
CARNEGIE GARDENS LLC
FLORIDA REAL ESTATE COMPANY, LLC
GREENBOUGH, LLC
LAD I REAL ESTATE COMPANY, LLC
PANAMA CITY NURSING CENTER LLC
SKYLER MAITLAND LLC
SUWANEE, LLC
OHI ASSET CSE-U SUBSIDIARY, LLC
OHI TENNESSEE, LLC

By: OHI Asset CSE-U, LLC,
the Sole Member of each of the companies

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

CSE BLOUNTVILLE LLC
CSE BOLIVAR LLC
CSE CAMDEN LLC
CSE HUNTINGDON LLC
CSE JEFFERSON CITY LLC
CSE MEMPHIS LLC
CSE RIPLEY LLC

By: OHI Tennessee, LLC,
the Sole Member of each of the companies

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

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
OHI ASSET CSE-E SUBSIDIARY, LLC

By: OHI Asset CSE-E, LLC,
the Sole Member of each of the companies

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

PAVILLION NORTH, LLP

By: Pavillion Nursing Center North, LLC,
its General Partner

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

OHI ASSET (PA), LP
OHI ASSET II (PA), LP
OHI ASSET III (PA), LP

By: OHI Asset (OH), LLC,
the General Partner of each limited partnership

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

CSE CASABLANCA HOLDINGS LLC

By: OHI Asset CSB LLC,
the Sole Member of such company

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

CSE CASABLANCA HOLDINGS II LLC

By: CSE Casablanca Holdings LLC,
the Sole Member of such company

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

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

By: CSE Casablanca Holdings II LLC,
the Sole Member of each of the companies

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

CSE LEXINGTON PARK LLC

By: CSE Lexington Park Realty LLC,
the Sole Member of such company

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

CSE CAMBRIDGE LLC

By: CSE Cambridge Realty LLC,
the Sole Member of such company

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

CSE ELKTON LLC

By: CSE Elkton Realty LLC,
the Sole Member of such company

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

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.

By: CSE North Carolina Holdings I LLC,
the General Partner of each limited partnership

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

OMEGA TRS I, INC.

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

CSE PINE VIEW LLC
DIXIE WHITE HOUSE NURSING HOME, LLC
OCEAN SPRINGS NURSING HOME, LLC
PENSACOLA REAL ESTATE HOLDINGS I, LLC
PENSACOLA REAL ESTATE HOLDINGS II, LLC
PENSACOLA REAL ESTATE HOLDINGS III, LLC
PENSACOLA REAL ESTATE HOLDINGS IV, LLC
PENSACOLA REAL ESTATE HOLDINGS V, LLC
SKYLER BOYINGTON, LLC
SKYLER FLORIDA, LLC
SKYLER PENSACOLA, LLC

By: OHI Asset HUD Delta, LLC,
the Sole Member of each such company

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

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
OHI ASSET RO PMM SERVICES, LLC
OHI ASSET (GA) MACON, LLC
OHI ASSET (SC) GREENVILLE, LLC
OHI ASSET (SC) ORANGEBURG, LLC

By: OHI Asset RO, LLC,
the Sole Member of each such company

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

OHI ASSET MANAGEMENT, LLC

By: OHI Healthcare Properties Limited Partnership,
a Member of such company

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

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

By: Omega TRS I, Inc.,
a member of such company

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

OHI ASSET (OR) TROUTDALE, LLC
OHI ASSET (PA) GP, LLC
HOT SPRINGS ATRIUM OWNER, LLC
HOT SPRINGS COTTAGES OWNER, LLC
HOT SPRINGS MARINA OWNER, LLC

By: OHI Asset CHG ALF, LLC,
the Sole Member of such company

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

OHI ASSET (PA) WEST MIFFLIN, LP
BALA CYNWYD REAL ESTATE, LP

By: OHI Asset (PA) GP, LLC,
the General Partner of each limited partnerships

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

BAYSIDE COLORADO HEALTHCARE ASSSOCIATES, LLC
By: Bayside Street, LLC,
the Sole Member of such company

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

CANTON HEALTH CARE LAND, LLC
DIXON HEALTH CARE CENTER, LLC
HUTTON I LAND, LLC
HUTTON II LAND, LLC
HUTTON III LAND, LLC
LEATHERMAN PARTNERSHIP 89-1, LLC
LEATHERMAN PARTNERSHIP 89-2, LLC
LEATHERMAN 90-1, LLC
MERIDIAN ARMS LAND, LLC
ORANGE VILLAGE CARE CENTER, LLC
ST. MARY'S PROPERTIES, LLC

By: Bayside Street II, LLC,
the Sole Member of such company

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

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Yinghua Zhang
Name: Yinghua Zhang
Title: Director

LENDERS:

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Yinghua Zhang
Name: Yinghua Zhang
Title: Director

CREDIT AGRICOLE COPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Amy Trapp
Name: Amy Trapp
Title: Managing Director

By: /s/ John Bosco
Name: John Bosco
Title: Director

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Brendan M. Poe
Name: Brendan M. Poe
Title: Executive Director

CITIZENS BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Brad Bindas
Name: Brad Bindas
Title: Senior Vice President

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

SUNTRUST BANK,
as a Lender

By: /s/ Joshua Turner
Name: Joshua Turner
Title: Vice President

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Brian Gross
Name: Brian Gross
Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Scott O. Connell
Name: Scott O. Connell
Title: Director

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Scott Rossbach
Name: Scott Rossbach
Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Darin Mulliss
Name: Darin Mulliss
Title: Director

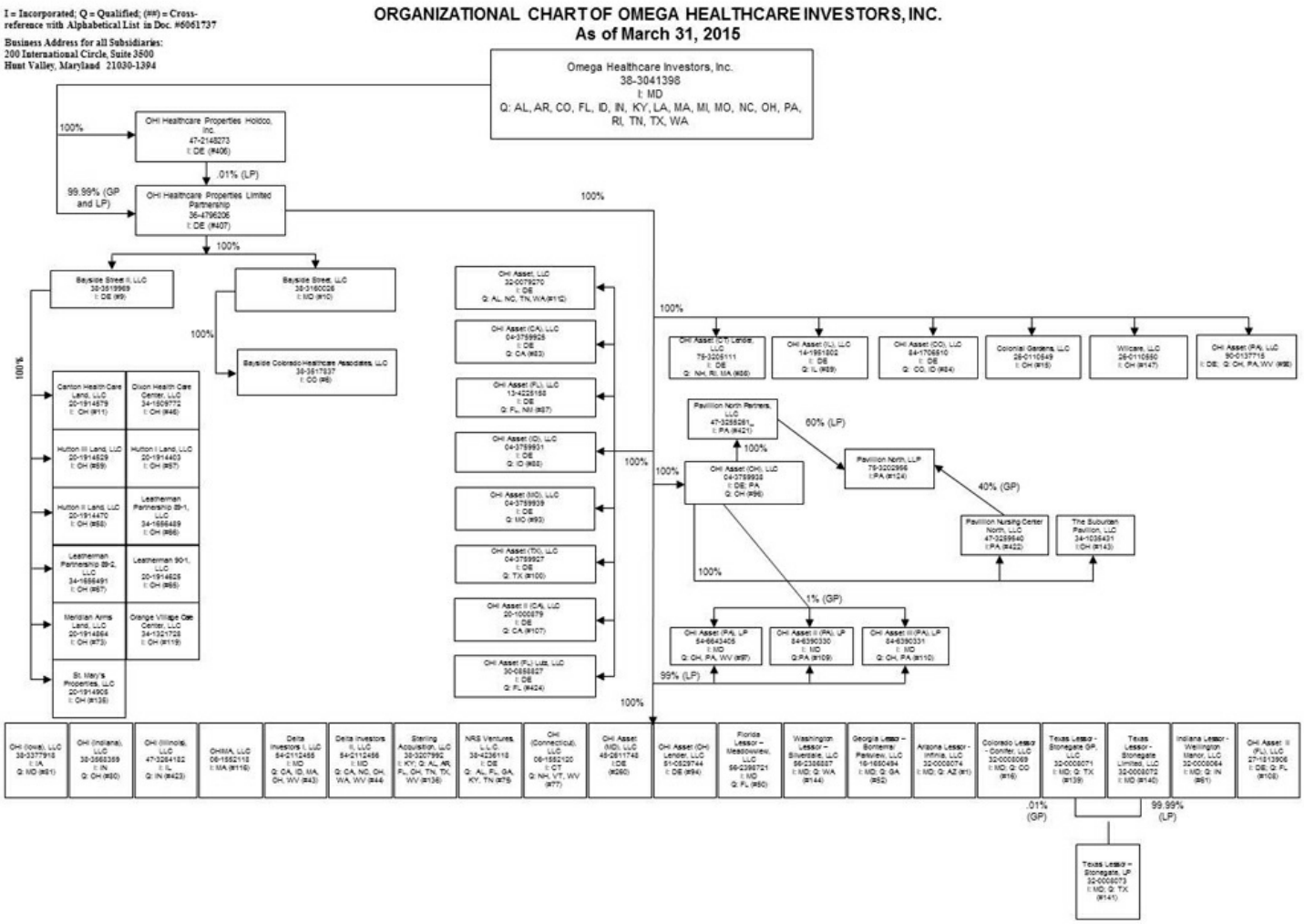
Schedule 2.01

LENDERS AND COMMITMENTS

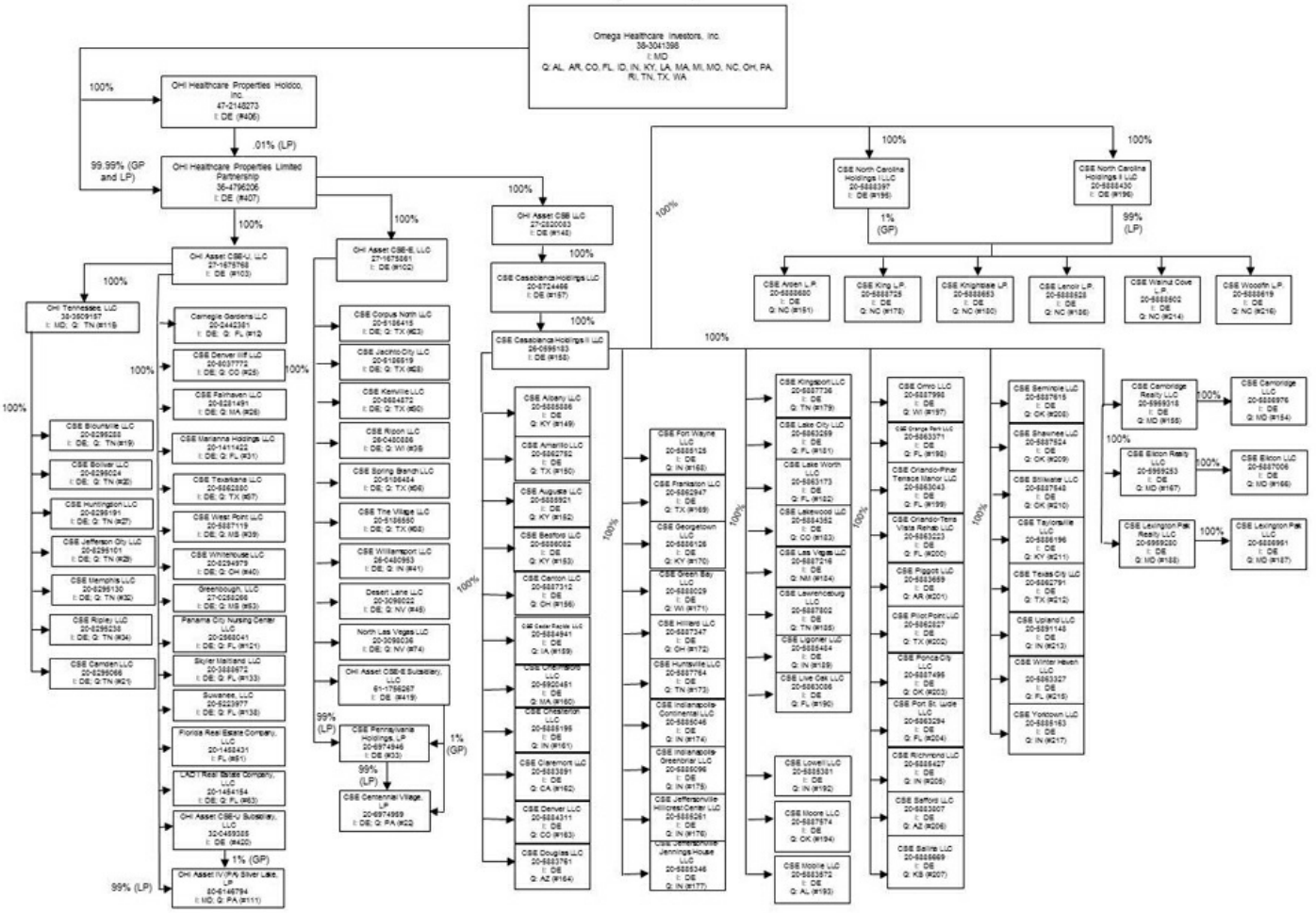
Lender	Term Loan Commitment	Term Loan Commitment Percentage
Bank of America, N.A.	$11,451,612.91	11.451612910%
Crédit Agricole Corporate and Investment Bank	$11,451,612.91	11.451612910%
JPMorgan Chase Bank, N.A.	$11,451,612.91	11.451612910%
Citizens Bank, National Association	$11,451,612.91	11.451612910%
Morgan Stanley Bank, N.A.	$9,032,258.06	9.032258060%
SunTrust Bank	$9,032,258.06	9.032258060%
Royal Bank of Canada	$9,032,258.06	9.032258060%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$9,032,258.06	9.032258060%
Capital One, National Association	$9,032,258.06	9.032258060%
Wells Fargo Bank, National Association	$9,032,258.06	9.032258060%
Total:	**$100,000,000.00**	**100.000000000%**

Schedule 5.11

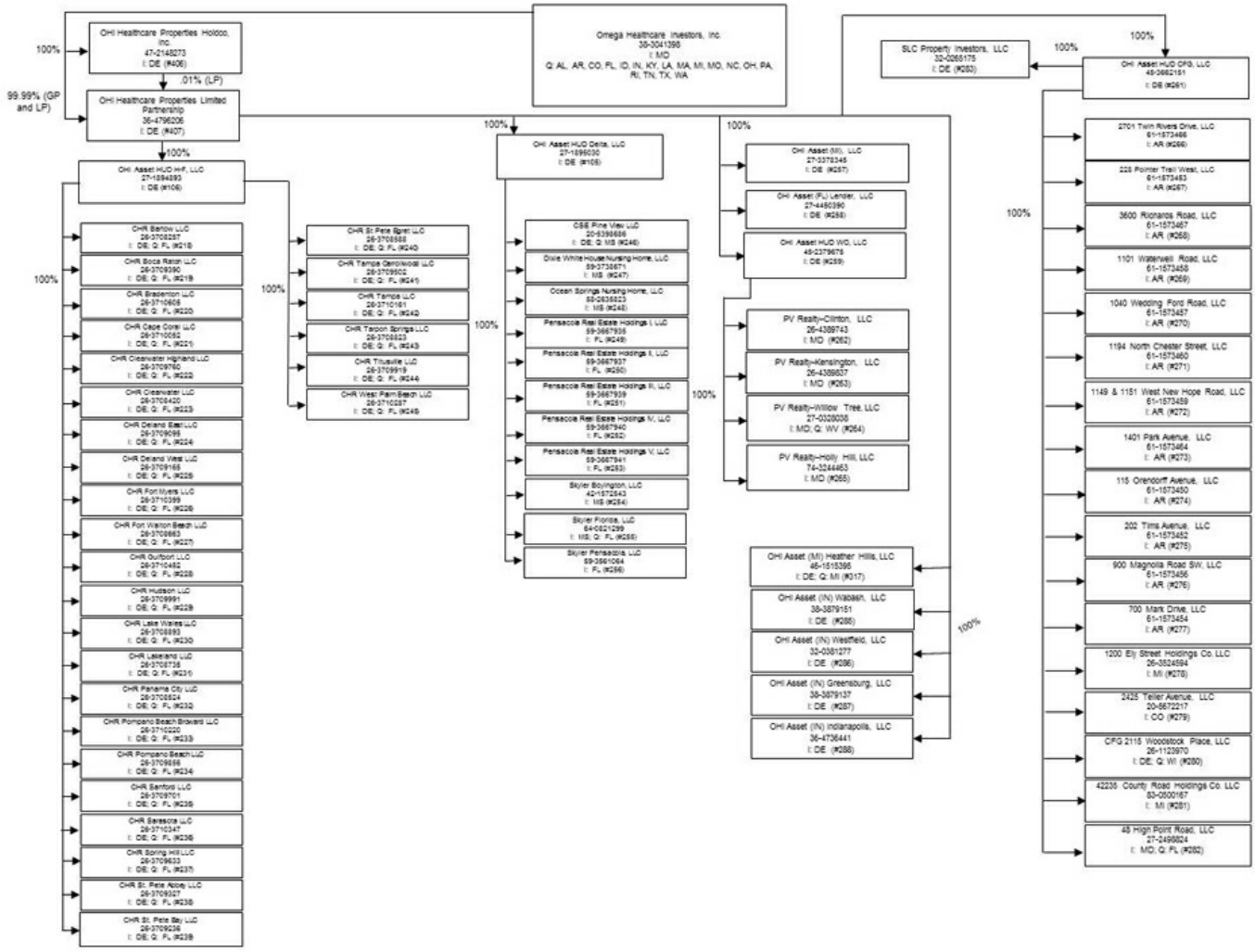
CORPORATE STRUCTURE; CAPITAL STOCK



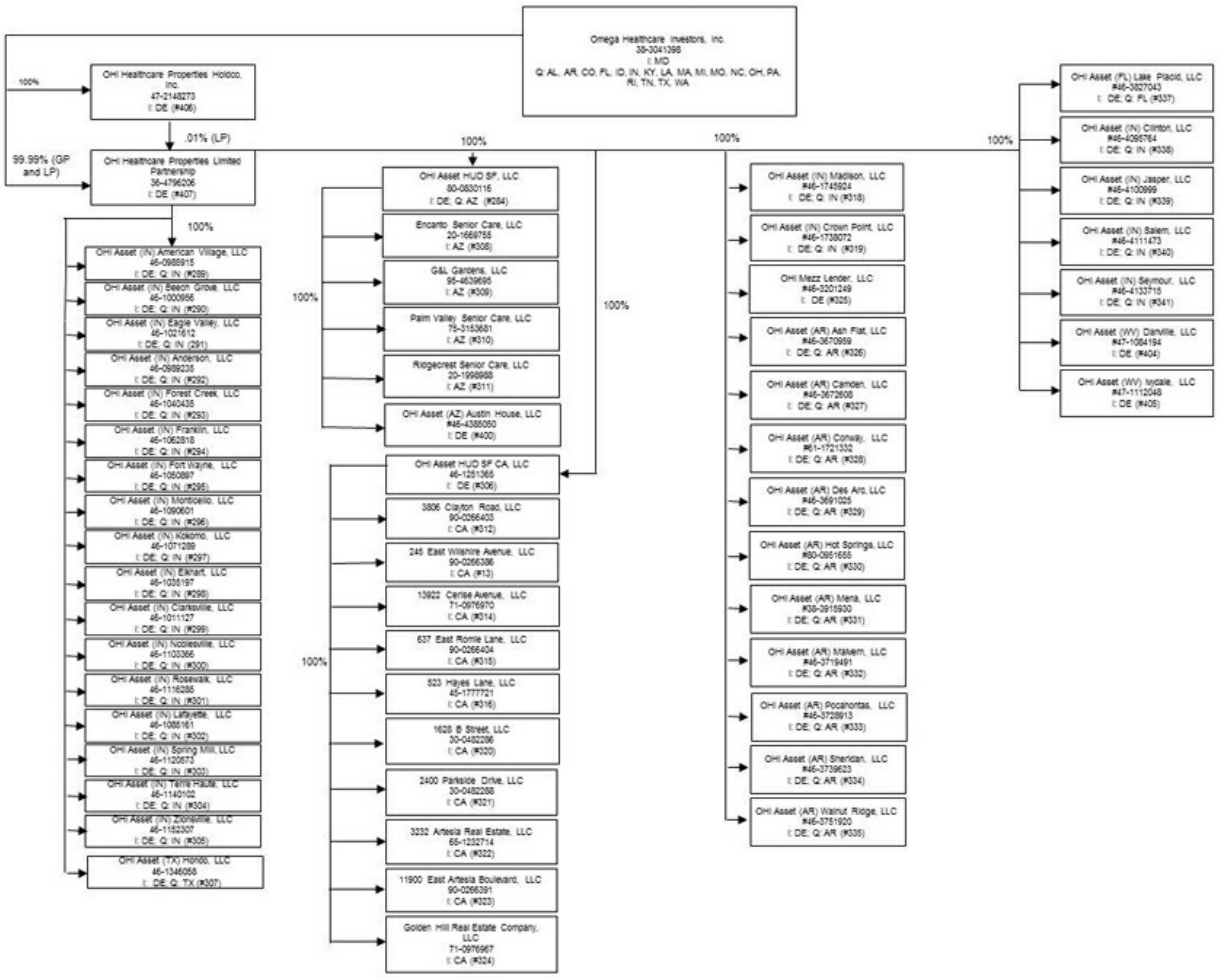
ORGANIZATIONAL CHART OF OMEGA HEALTHCARE INVESTORS, INC.
(Continued)



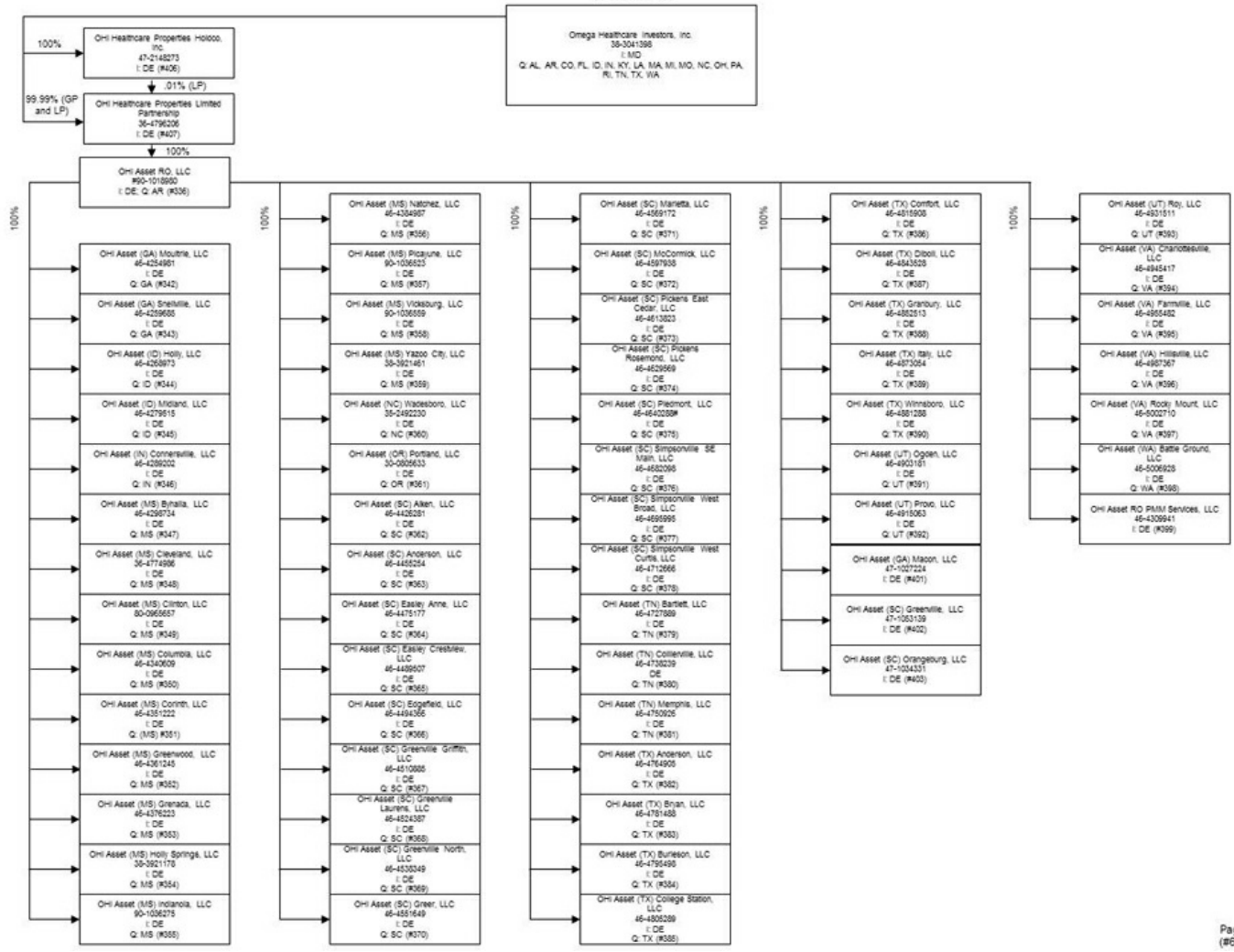
ORGANIZATIONAL CHART OF OMEGA HEALTHCARE INVESTORS, INC.
(Continued)



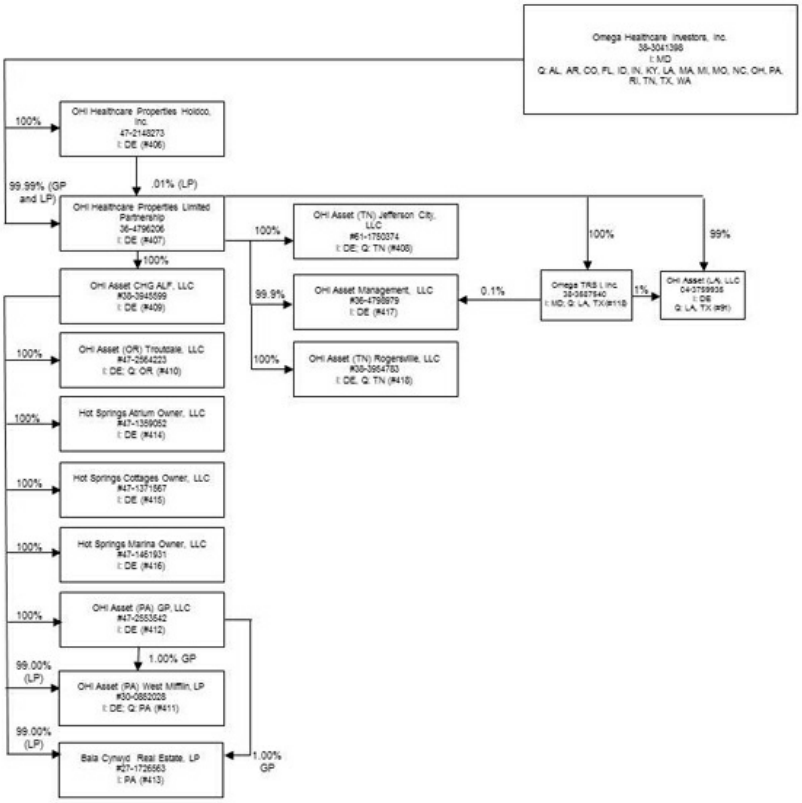
ORGANIZATIONAL CHART OF OMEGA HEALTHCARE INVESTORS, INC.
(Continued)



ORGANIZATIONAL CHART OF OMEGA HEALTHCARE INVESTORS, INC.
(Continued)



ORGANIZATIONAL CHART OF OMEGA HEALTHCARE INVESTORS, INC.
(Continued)



Schedule 5.20

CONSOLIDATED PARTIES

Omega Healthcare Investors, Inc.
Subsidiary List
As of March 31, 2015

NOTES: (1) THIS CHART IS CROSS-REFERENCED WITH THE ORGANIZATIONAL CHART, DOC. #6417178.
(2) THIS CHART IS SORTED IN ALPHABETICAL ORDER AND ASSIGNED THE CHART REFERENCE NO. LISTED IN COLUMN 6).
(3) UNLESS OTHERWISE NOTED IN COLUMN 7, COMMENT(S), THE SUBSIDIARY IS A GUARANTOR SUBSIDIARY.

NOTE: Blue highlighting indicates entities formed in first quarter of 2015

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
1.	1040 Wedding Ford Road, LLC	61-1573457	Arkansas	—	270	Non-Guarantor Subsidiary
2.	1101 Waterwell Road, LLC	61-1573458	Arkansas	—	269	Non-Guarantor Subsidiary
3.	1149 & 1151 West New Hope Road, LLC	61-1573459	Arkansas	—	272	Non-Guarantor Subsidiary
4.	115 Orendorff Avenue, LLC	61-1573450	Arkansas	—	274	Non-Guarantor Subsidiary
5.	11900 East Artesia Boulevard, LLC	90-0266391	California	—	323	
6.	1194 North Chester Street, LLC	61-1573460	Arkansas	—	271	Non-Guarantor Subsidiary
7.	1200 Ely Street Holdings Co. LLC	26-3524594	Michigan	—	278	
8.	13922 Cerise Avenue, LLC	71-0976970	California	—	314	
9.	1401 Park Avenue, LLC	61-1573464	Arkansas	—	273	Non-Guarantor Subsidiary
10.	1628 B Street, LLC	30-0482286	California	—	320	
11.	202 Tims Avenue, LLC	61-1573452	Arkansas	—	275	Non-Guarantor Subsidiary
12.	228 Pointer Trail West, LLC	61-1573453	Arkansas	—	267	Non-Guarantor Subsidiary
13.	2400 Parkside Drive, LLC	30-0482288	California	—	321	
14.	2425 Teller Avenue, LLC	20-5672217	Colorado	—	279	
15.	245 East Wilshire Avenue, LLC	90-0266386	California	—	313	
16.	2701 Twin Rivers Drive, LLC	61-1573466	Arkansas	—	266	Non-Guarantor Subsidiary
17.	3232 Artesia Real Estate, LLC	65-1232714	California	—	322	Non-Guarantor Subsidiary
18.	3600 Richards Road, LLC	61-1573467	Arkansas	—	268	Non-Guarantor Subsidiary
19.	3806 Clayton Road, LLC	90-0266403	California	—	312	
20.	42235 County Road Holdings Co. LLC	83-0500167	Michigan	—	281	
21.	48 High Point Road, LLC	27-2498824	Maryland	Florida	282	

	Subsidiary Name	FEIN	Home State	Foreign Qualification(s)	Chart Ref. #	Comment(s)
22.	523 Hayes Lane, LLC	45-1777721	California	—	316	
23.	637 East Romie Lane, LLC	90-0266404	California	—	315	
24.	700 Mark Drive, LLC	61-1573454	Arkansas	—	277	Non-Guarantor Subsidiary
25.	900 Magnolia Road SW, LLC	61-1573456	Arkansas	—	276	Non-Guarantor Subsidiary
26.	Arizona Lessor - Infinia, LLC	32-0008074	Maryland	AZ	1	
27.	Bala Cynwyd Real Estate, LP	27-1726563	Pennsylvania	—	413	
28.	Bayside Colorado Healthcare Associates, LLC	38-3517837	Colorado	—	6	
29.	Bayside Street II, LLC	38-3519969	Delaware	—	9	
30.	Bayside Street, LLC	38-3160026	Maryland	—	10	
31.	Canton Health Care Land, LLC	20-1914579	Ohio	—	11	
32.	Carnegie Gardens LLC	20-2442381	Delaware	FL	12	
33.	CFG 2115 Woodstock Place LLC	26-1123970	Delaware	WI	280	
34.	CHR Bartow LLC	26-3708257	Delaware	FL	218	Non-Guarantor Subsidiary
35.	CHR Boca Raton LLC	26-3709390	Delaware	FL	219	Non-Guarantor Subsidiary
36.	CHR Bradenton LLC	26-3710605	Delaware	FL	220	Non-Guarantor Subsidiary
37.	CHR Cape Coral LLC	26-3710052	Delaware	FL	221	Non-Guarantor Subsidiary
38.	CHR Clearwater Highland LLC	26-3709760	Delaware	FL	222	Non-Guarantor Subsidiary
39.	CHR Clearwater LLC	26-3708420	Delaware	FL	223	Non-Guarantor Subsidiary
40.	CHR Deland East LLC	26-3709095	Delaware	FL	224	Non-Guarantor Subsidiary
41.	CHR Deland West LLC	26-3709165	Delaware	FL	225	Non-Guarantor Subsidiary
42.	CHR Fort Myers LLC	26-3710399	Delaware	FL	226	Non-Guarantor Subsidiary
43.	CHR Fort Walton Beach LLC	26-3708663	Delaware	FL	227	Non-Guarantor Subsidiary
44.	CHR Gulfport LLC	26-3710452	Delaware	FL	228	Non-Guarantor Subsidiary
45.	CHR Hudson LLC	26-3709991	Delaware	FL	229	Non-Guarantor Subsidiary
46.	CHR Lake Wales LLC	26-3708893	Delaware	FL	230	Non-Guarantor Subsidiary
47.	CHR Lakeland LLC	26-3708735	Delaware	FL	231	Non-Guarantor Subsidiary
48.	CHR Panama City LLC	26-3708524	Delaware	FL	232	Non-Guarantor Subsidiary
49.	CHR Pompano Beach Broward LLC	26-3710220	Delaware	FL	233	Non-Guarantor Subsidiary
50.	CHR Pompano Beach LLC	26-3709856	Delaware	FL	234	Non-Guarantor Subsidiary
51.	CHR Sanford LLC	26-3709701	Delaware	FL	235	Non-Guarantor Subsidiary
52.	CHR Sarasota LLC	26-3710347	Delaware	FL	236	Non-Guarantor Subsidiary

	Subsidiary Name	FEIN	Home State	Foreign Qualification(s)	Chart Ref. #	Comment(s)
53.	CHR Spring Hill LLC	26-3709633	Delaware	FL	237	Non-Guarantor Subsidiary
54.	CHR St. Pete Abbey LLC	26-3709327	Delaware	FL	238	Non-Guarantor Subsidiary
55.	CHR St. Pete Bay LLC	26-3709236	Delaware	FL	239	Non-Guarantor Subsidiary
56.	CHR St. Pete Egret LLC	26-3708588	Delaware	FL	240	Non-Guarantor Subsidiary
57.	CHR Tampa Carrollwood LLC	26-3709502	Delaware	FL	241	Non-Guarantor Subsidiary
58.	CHR Tampa LLC	26-3710161	Delaware	FL	242	Non-Guarantor Subsidiary
59.	CHR Tarpon Springs LLC	26-3708823	Delaware	FL	243	Non-Guarantor Subsidiary
60.	CHR Titusville LLC	26-3709919	Delaware	FL	244	Non-Guarantor Subsidiary
61.	CHR West Palm Beach LLC	26-3710287	Delaware	FL	245	Non-Guarantor Subsidiary
62.	Colonial Gardens, LLC	26-0110549	Ohio	—	15	
63.	Colorado Lessor - Conifer, LLC	32-0008069	Maryland	CO	16	
64.	CSE Albany LLC	20-5885886	Delaware	KY	149	
65.	CSE Amarillo LLC	20-5862752	Delaware	TX	150	
66.	CSE Arden L.P.	20-5888680	Delaware	NC	151	
67.	CSE Augusta LLC	20-5885921	Delaware	KY	152	
68.	CSE Bedford LLC	20-5886082	Delaware	KY	153	
69.	CSE Blountville LLC	20-8295288	Delaware	TN	19	
70.	CSE Bolivar LLC	20-8295024	Delaware	TN	20	
71.	CSE Cambridge LLC	20-5886976	Delaware	MD	154	
72.	CSE Cambridge Realty LLC	20-5959318	Delaware	MD	155	
73.	CSE Camden LLC	20-8295066	Delaware	TN	21	
74.	CSE Canton LLC	20-5887312	Delaware	OH	156	
75.	CSE Casablanca Holdings II LLC	26-0595183	Delaware	—	158	
76.	CSE Casablanca Holdings LLC	20-8724466	Delaware	—	157	
77.	CSE Cedar Rapids LLC	20-5884941	Delaware	IA	159	
78.	CSE Centennial Village, LP	20-6974959	Delaware	PA	22	
79.	CSE Chelmsford LLC	20-5920451	Delaware	MA	160	
80.	CSE Chesterton LLC	20-5885195	Delaware	IN	161	
81.	CSE Claremont LLC	20-5883891	Delaware	CA	162	CA d/b/a: CapitalSource Claremont LLC
82.	CSE Corpus North LLC	20-5186415	Delaware	TX	23	

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
83.	CSE Denver Iliff LLC	20-8037772	Delaware	CO	25	
84.	CSE Denver LLC	20-5884311	Delaware	CO	163	
85.	CSE Douglas LLC	20-5883761	Delaware	AZ	164	
86.	CSE Elkton LLC	20-5887006	Delaware	MD	166	
87.	CSE Elkton Realty LLC	20-5959253	Delaware	MD	167	
88.	CSE Fairhaven LLC	20-8281491	Delaware	MA	26	
89.	CSE Fort Wayne LLC	20-5885125	Delaware	IN	168	
90.	CSE Frankston LLC	20-5862947	Delaware	TX	169	
91.	CSE Georgetown LLC	20-5886126	Delaware	KY	170	
92.	CSE Green Bay LLC	20-5888029	Delaware	WI	171	
93.	CSE Hilliard LLC	20-5887347	Delaware	OH	172	
94.	CSE Huntingdon LLC	20-8295191	Delaware	TN	27	
95.	CSE Huntsville LLC	20-5887764	Delaware	TN	173	
96.	CSE Indianapolis-Continental LLC	20-5885046	Delaware	IN	174	
97.	CSE Indianapolis-Greenbriar LLC	20-5885096	Delaware	IN	175	
98.	CSE Jacinto City LLC	20-5186519	Delaware	TX	28	
99.	CSE Jefferson City LLC	20-8295101	Delaware	TN	29	
100.	CSE Jeffersonville-Hillcrest Center LLC	20-5885261	Delaware	IN	176	
101.	CSE Jeffersonville-Jennings House LLC	20-5885346	Delaware	IN	177	
102.	CSE Kerrville LLC	20-8684872	Delaware	TX	30	
103.	CSE King L.P.	20-5888725	Delaware	NC	178	
104.	CSE Kingsport LLC	20-5887736	Delaware	TN	179	
105.	CSE Knightdale L.P.	20-5888653	Delaware	NC	180	
106.	CSE Lake City LLC	20-5863259	Delaware	FL	181	
107.	CSE Lake Worth LLC	20-5863173	Delaware	FL	182	
108.	CSE Lakewood LLC	20-5884352	Delaware	CO	183	
109.	CSE Las Vegas LLC	20-5887216	Delaware	NM	184	
110.	CSE Lawrenceburg LLC	20-5887802	Delaware	TN	185	
111.	CSE Lenoir L.P.	20-5888528	Delaware	NC	186	
112.	CSE Lexington Park LLC	20-5886951	Delaware	MD	187	
113.	CSE Lexington Park Realty LLC	20-5959280	Delaware	MD	188	

	Subsidiary Name	FEIN	Home State	Foreign Qualification(s)	Chart Ref. #	Comment(s)
114.	CSE Ligonier LLC	20-5885484	Delaware	IN	189	
115.	CSE Live Oak LLC	20-5863086	Delaware	FL	190	
116.	CSE Lowell LLC	20-5885381	Delaware	IN	192	
117.	CSE Marianna Holdings LLC	20-1411422	Delaware	FL	31	
118.	CSE Memphis LLC	20-8295130	Delaware	TN	32	
119.	CSE Mobile LLC	20-5883572	Delaware	AL	193	
120.	CSE Moore LLC	20-5887574	Delaware	OK	194	
121.	CSE North Carolina Holdings I LLC	20-5888397	Delaware	—	195	
122.	CSE North Carolina Holdings II LLC	20-5888430	Delaware	—	196	
123.	CSE Omro LLC	20-5887998	Delaware	WI	197	
124.	CSE Orange Park LLC	20-5863371	Delaware	FL	198	
125.	CSE Orlando-Pinar Terrace Manor LLC	20-5863043	Delaware	FL	199	
126.	CSE Orlando-Terra Vista Rehab LLC	20-5863223	Delaware	FL	200	
127.	CSE Pennsylvania Holdings, LP	20-6974946	Delaware	—	33	
128.	CSE Piggott LLC	20-5883659	Delaware	AR	201	
129.	CSE Pilot Point LLC	20-5862827	Delaware	TX	202	
130.	CSE Pine View LLC	20-5398686	Delaware	MS	246	
131.	CSE Ponca City LLC	20-5887495	Delaware	OK	203	
132.	CSE Port St. Lucie LLC	20-5863294	Delaware	FL	204	
133.	CSE Richmond LLC	20-5885427	Delaware	IN	205	
134.	CSE Ripley LLC	20-8295238	Delaware	TN	34	
135.	CSE Ripon LLC	26-0480886	Delaware	WI	35	
136.	CSE Safford LLC	20-5883807	Delaware	AZ	206	
137.	CSE Salina LLC	20-5885669	Delaware	KS	207	
138.	CSE Seminole LLC	20-5887615	Delaware	OK	208	
139.	CSE Shawnee LLC	20-5887524	Delaware	OK	209	
140.	CSE Spring Branch LLC	20-5186484	Delaware	TX	36	
141.	CSE Stillwater LLC	20-5887548	Delaware	OK	210	
142.	CSE Taylorsville LLC	20-5886196	Delaware	KY	211	
143.	CSE Texarkana LLC	20-5862880	Delaware	TX	37	
144.	CSE Texas City LLC	20-5862791	Delaware	TX	212	

	Subsidiary Name	FEIN	Home State	Foreign Qualification(s)	Chart Ref. #	Comment(s)
145.	CSE The Village LLC	20-5186550	Delaware	TX	38	
146.	CSE Upland LLC	20-5891148	Delaware	IN	213	
147.	CSE Walnut Cove L.P.	20-5888502	Delaware	NC	214	
148.	CSE West Point LLC	20-5887119	Delaware	MS	39	
149.	CSE Whitehouse LLC	20-8294979	Delaware	OH	40	
150.	CSE Williamsport LLC	26-0480953	Delaware	IN	41	
151.	CSE Winter Haven LLC	20-5863327	Delaware	FL	215	
152.	CSE Woodfin L.P.	20-5888619	Delaware	NC	216	
153.	CSE Yorktown LLC	20-5885163	Delaware	IN	217	
154.	Delta Investors I, LLC	54-2112455	Maryland	CA, ID, MA, OH, WV	43	
155.	Delta Investors II, LLC	54-2112456	Maryland	CA, NC, OH, WA, WV	44	
156.	Desert Lane LLC	20-3098022	Delaware	NV	45	
157.	Dixie White House Nursing Home, LLC	59-3738671	Mississippi	—	247	
158.	Dixon Health Care Center, LLC	34-1509772	Ohio	—	46	
159.	Encanto Senior Care, LLC	20-1669755	Arizona		308	
160.	Florida Lessor – Meadowview, LLC	56-2398721	Maryland	FL	50	
161.	Florida Real Estate Company, LLC	20-1458431	Florida	—	51	
162.	G&L Gardens, LLC	95-4639695	Arizona		309	Non-Guarantor Subsidiary
163.	Georgia Lessor - Bonterra/Parkview, LLC	16-1650494	Maryland	GA	52	
164.	Golden Hill Real Estate Company, LLC	71-0976967	California	—	324	
165.	Greenbough, LLC	27-0258266	Delaware	MS	53	
166.	Hot Springs Atrium Owner, LLC	47-1359052	Delaware	—	414	
167.	Hot Springs Cottages Owner, LLC	47-1371567	Delaware	—	415	
168.	Hot Springs Marina Owner, LLC	47-1461931	Delaware	—	416	
169.	Hutton I Land, LLC	20-1914403	Ohio	—	57	
170.	Hutton II Land, LLC	20-1914470	Ohio	—	58	
171.	Hutton III Land, LLC	20-1914529	Ohio	—	59	
172.	Indiana Lessor – Wellington Manor, LLC	32-0008064	Maryland	IN	61	
173.	LAD I Real Estate Company, LLC	20-1454154	Delaware	FL	63	

	Subsidiary Name	FEIN	Home State	Foreign Qualification(s)	Chart Ref. #	Comment(s)
174.	Leatherman 90-1, LLC	20-1914625	Ohio	—	65	
175.	Leatherman Partnership 89-1, LLC	34-1656489	Ohio	—	66	
176.	Leatherman Partnership 89-2, LLC	34-1656491	Ohio	—	67	
177.	Meridian Arms Land, LLC	20-1914864	Ohio	—	73	
178.	North Las Vegas LLC	20-3098036	Delaware	NV	74	NV d/b/a: CSE North Las Vegas LLC
179.	NRS Ventures, L.L.C.	38-4236118	Delaware	AL, FL, GA, KY, TN	75	
180.	Ocean Springs Nursing Home, LLC	58-2635823	Mississippi	—	248	
181.	OHI (Connecticut) , LLC	06-1552120	Connecticut	NH, VT, WV	77	
182.	OHI (Illinois), LLC	47-3264182	Illinois	—	423	
183.	OHI (Indiana) , LLC	38-3568359	Indiana	OH	80	
184.	OHI (Iowa) , LLC	38-3377918	Iowa	MD	81	
185.	OHI Asset (AR) Ash Flat, LLC	46-3670959	Delaware	AR	326	
186.	OHI Asset (AR) Camden, LLC	46-3672608	Delaware	AR	327	
187.	OHI Asset (AR) Conway, LLC	61-1721332	Delaware	AR	328	
188.	OHI Asset (AR) Des Arc, LLC	46-3691025	Delaware	AR	329	
189.	OHI Asset (AR) Hot Springs, LLC	80-0951655	Delaware	AR	330	
190.	OHI Asset (AR) Malvern, LLC	46-3719491	Delaware	AR	332	
191.	OHI Asset (AR) Mena, LLC	38-3915930	Delaware	AR	331	
192.	OHI Asset (AR) Pocahontas, LLC	46-3728913	Delaware	AR	333	
193.	OHI Asset (AR) Sheridan, LLC	46-3739623	Delaware	AR	334	
194.	OHI Asset (AR) Walnut Ridge, LLC	46-3751920	Delaware	AR	335	
195.	OHI Asset (AZ) Austin House, LLC	46-4385050	Delaware	—	400	
196.	OHI Asset (CA), LLC	04-3759925	Delaware	CA	83	
197.	OHI Asset (CO), LLC	84-1706510	Delaware	CO, ID	84	
198.	OHI Asset (CT) Lender, LLC	75-3205111	Delaware	NH, RI, MA	86	
199.	OHI Asset (FL) Lake Placid, LLC	46-3827043	Delaware	FL	337	
200.	OHI Asset (FL) Lender, LLC	27-4450390	Delaware	—	258	
201.	OHI Asset (FL) Lutz, LLC	30-0858827	Delaware	Florida	424	
202.	OHI Asset (FL), LLC	13-4225158	Delaware	FL, NM	87	

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
203.	OHI Asset (GA) Macon, LLC	47-1027224	Delaware	—	401	
204.	OHI Asset (GA) Moultrie, LLC	46-4254981	Delaware	GA	342	
205.	OHI Asset (GA) Snellville, LLC	46-4259685	Delaware	GA	343	
206.	OHI Asset (ID) Holly, LLC	46-4268973	Delaware	ID	344	
207.	OHI Asset (ID) Midland, LLC	46-4279515	Delaware	ID	345	
208.	OHI Asset (ID), LLC	04-3759931	Delaware	ID	88	
209.	OHI Asset (IL), LLC	14-1951802	Delaware	IL	89	
210.	OHI Asset (IN) American Village, LLC	46-0985915	Delaware	IN	289	
211.	OHI Asset (IN) Anderson, LLC	46-0989235	Delaware	IN	292	
212.	OHI Asset (IN) Beech Grove, LLC	46-1000956	Delaware	IN	290	
213.	OHI Asset (IN) Clarksville, LLC	46-1011127	Delaware	IN	299	
214.	OHI Asset (IN) Clinton, LLC	46-4095764	Delaware	IN	338	
215.	OHI Asset (IN) Connersville, LLC	46-4289202	Delaware	IN	346	
216.	OHI Asset (IN) Crown Point, LLC	46-1738072	Delaware	IN	319	
217.	OHI Asset (IN) Eagle Valley, LLC	46-1021612	Delaware	**IN**	291	
218.	OHI Asset (IN) Elkhart, LLC	46-1035197	Delaware	IN	298	
219.	OHI Asset (IN) Forest Creek, LLC	46-1040435	Delaware	IN	293	
220.	OHI Asset (IN) Fort Wayne, LLC	46-1050897	Delaware	IN	295	
221.	OHI Asset (IN) Franklin, LLC	46-1062818	Delaware	IN	294	
222.	OHI Asset (IN) Greensburg, LLC	38-3879137	Delaware	—	287	
223.	OHI Asset (IN) Indianapolis, LLC	36-4736441	Delaware	—	288	
224.	OHI Asset (IN) Jasper, LLC	46-4100999	Delaware	IN	339	
225.	OHI Asset (IN) Kokomo, LLC	46-1071289	Delaware	IN	297	
226.	OHI Asset (IN) Lafayette, LLC	46-1085161	Delaware	IN	302	
227.	OHI Asset (IN) Madison, LLC	46-1745924	Delaware	IN	318	
228.	OHI Asset (IN) Monticello, LLC	46-1090601	Delaware	IN	296	
229.	OHI Asset (IN) Noblesville, LLC	46-1103366	Delaware	IN	300	
230.	OHI Asset (IN) Rosewalk, LLC	46-1116285	Delaware	IN	301	
231.	OHI Asset (IN) Salem, LLC	46-4111473	Delaware	IN	340	
232.	OHI Asset (IN) Seymour, LLC	46-4133715	Delaware	IN	341	
233.	OHI Asset (IN) Spring Mill, LLC	46-1120573	Delaware	IN	303	

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
234.	OHI Asset (IN) Terre Haute, LLC	46-1140102	Delaware	IN	304	
235.	OHI Asset (IN) Wabash, LLC	38-3879151	Delaware	—	285	
236.	OHI Asset (IN) Westfield, LLC	32-0381277	Delaware	—	286	
237.	OHI Asset (IN) Zionsville, LLC	46-1152307	Delaware	IN	305	
238.	OHI Asset (LA), LLC	04-3759935	Delaware	LA, TX	91	
239.	OHI Asset (MD), LLC	45-2611748	Delaware	—	260	
240.	OHI Asset (MI) Heather Hills, LLC	46-1515395	Delaware	MI	317	
241.	OHI Asset (MI), LLC	27-3378345	Delaware	—	257	
242.	OHI Asset (MO), LLC	04-3759939	Delaware	MO	93	
243.	OHI Asset (MS) Byhalia, LLC	46-4298734	Delaware	MS	347	
244.	OHI Asset (MS) Cleveland, LLC	36-4774986	Delaware	MS	348	
245.	OHI Asset (MS) Clinton, LLC	80-0965657	Delaware	MS	349	
246.	OHI Asset (MS) Columbia, LLC	46-4340609	Delaware	MS	350	
247.	OHI Asset (MS) Corinth, LLC	46-4351222	Delaware	MS	351	
248.	OHI Asset (MS) Greenwood, LLC	46-4361245	Delaware	MS	352	
249.	OHI Asset (MS) Grenada, LLC	46-4376223	Delaware	MS	353	
250.	OHI Asset (MS) Holly Springs, LLC	38-3921178	Delaware	MS	354	
251.	OHI Asset (MS) Indianola, LLC	90-1036275	Delaware	MS	355	
252.	OHI Asset (MS) Natchez, LLC	46-4384987	Delaware	MS	356	
253.	OHI Asset (MS) Picayune, LLC	90-1036523	Delaware	MS	357	
254.	OHI Asset (MS) Vicksburg, LLC	90-1036559	Delaware	MS	358	
255.	OHI Asset (MS) Yazoo City, LLC	38-3921461	Delaware	MS	359	
256.	OHI Asset (NC) Wadesboro, LLC	35-2492230	Delaware	NC	360	
257.	OHI Asset (OH) Lender, LLC	51-0529744	Delaware	—	94	
258.	OHI Asset (OH), LLC	04-3759938	Delaware	OH, PA	96	
259.	OHI Asset (OR) Portland, LLC	30-0805633	Delaware	OR	361	
260.	OHI Asset (OR) Troutdale, LLC	47-2564223	Delaware	OR	410	
261.	OHI Asset (PA) GP, LLC	47-2553542	Delaware	—	412	
262.	OHI Asset (PA), LP	54-6643405	Maryland	OH, PA, WV	97	
263.	OHI Asset (PA) West Mifflin, LP	30-0852028	Delaware	PA	411	
264.	OHI Asset (PA), LLC	90-0137715	Delaware	OH, PA, WV	98	

	Subsidiary Name	FEIN	Home State	Foreign Qualification(s)	Chart Ref. #	Comment(s)
265.	OHI Asset (SC) Aiken, LLC	46-4426281	Delaware	SC	362	
266.	OHI Asset (SC) Anderson, LLC	46-4455254	Delaware	SC	363	
267.	OHI Asset (SC) Easley Anne, LLC	46-4475177	Delaware	SC	364	
268.	OHI Asset (SC) Easley Crestview, LLC	46-4489507	Delaware	SC	365	
269.	OHI Asset (SC) Edgefield, LLC	46-4494366	Delaware	SC	366	
270.	OHI Asset (SC) Greenville Griffith, LLC	46-4510885	Delaware	SC	367	
271.	OHI Asset (SC) Greenville Laurens, LLC	46-4524387	Delaware	SC	368	
272.	OHI Asset (SC) Greenville North, LLC	46-4538349	Delaware	SC	369	
273.	OHI Asset (SC) Greenville, LLC	47-1053139	Delaware	—	402	
274.	OHI Asset (SC) Greer, LLC	46-4551649	Delaware	SC	370	
275.	OHI Asset (SC) Marietta, LLC	46-4569172	Delaware	SC	371	
276.	OHI Asset (SC) McCormick, LLC	46-4597938	Delaware	SC	372	
277.	OHI Asset (SC) Orangeburg, LLC	47-1034331	Delaware	—	403	
278.	OHI Asset (SC) Pickens East Cedar, LLC	46-4613823	Delaware	SC	373	
279.	OHI Asset (SC) Pickens Rosemond, LLC	46-4629569	Delaware	SC	374	
280.	OHI Asset (SC) Piedmont, LLC	46-4640288	Delaware	SC	375	
281.	OHI Asset (SC) Simpsonville SE Main, LLC	46-4682098	Delaware	SC	376	
282.	OHI Asset (SC) Simpsonville West Broad, LLC	46-4695995	Delaware	SC	377	
283.	OHI Asset (SC) Simpsonville West Curtis, LLC	46-4712666	Delaware	SC	378	
284.	OHI Asset (TN) Bartlett, LLC	46-4727889	Delaware	TN	379	
285.	OHI Asset (TN) Collierville, LLC	46-4738239	Delaware	TN	380	
286.	OHI Asset (TN) Jefferson City, LLC	61-1750374	Delaware	TN	408	
287.	OHI Asset (TN) Memphis, LLC	46-4750926	Delaware	TN	381	
288.	OHI Asset (TN) Rogersville, LLC	38-3954783	Delaware	TN	418	
289.	OHI Asset (TX) Anderson, LLC	46-4764905	Delaware	TX	382	
290.	OHI Asset (TX) Bryan, LLC	46-4781488	Delaware	TX	383	
291.	OHI Asset (TX) Burleson, LLC	46-4795498	Delaware	TX	384	
292.	OHI Asset (TX) College Station, LLC	46-4805289	Delaware	TX	385	
293.	OHI Asset (TX) Comfort, LLC	46-4815908	Delaware	TX	386	
294.	OHI Asset (TX) Diboll, LLC	46-4843528	Delaware	TX	387	
295.	OHI Asset (TX) Granbury, LLC	46-4852513	Delaware	TX	388	

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
296.	OHI Asset (TX) Hondo, LLC	46-1346058	Delaware	TX	307	
297.	OHI Asset (TX) Italy, LLC	46-4873054	Delaware	TX	389	
298.	OHI Asset (TX) Winnsboro, LLC	46-4881288	Delaware	TX	390	
299.	OHI Asset (TX), LLC	04-3759927	Delaware	TX	100	Survivor of merger with OHI Asset II (TX).
300.	OHI Asset (UT) Ogden, LLC	46-4903181	Delaware	UT	391	
301.	OHI Asset (UT) Provo, LLC	46-4915063	Delaware	UT	392	
302.	OHI Asset (UT) Roy, LLC	46-4931511	Delaware	UT	393	
303.	OHI Asset (VA) Charlottesville, LLC	46-4945417	Delaware	VA	394	
304.	OHI Asset (VA) Farmville, LLC	46-4955482	Delaware	VA	395	
305.	OHI Asset (VA) Hillsville, LLC	46-4987367	Delaware	VA	396	
306.	OHI Asset (VA) Rocky Mount, LLC	46-5002710	Delaware	VA	397	
307.	OHI Asset (WA) Battle Ground, LLC	46-5006928	Delaware	WA	398	
308.	OHI Asset (WV) Danville, LLC	47-1084194	Delaware	—	404	
309.	OHI Asset (WV) Ivydale, LLC	47-1112048	Delaware	—	405	
310.	OHI Asset CHG ALF, LLC	38-3945599	Delaware	—	409	
311.	OHI Asset CSB LLC	27-2820083	Delaware	—	148	
312.	OHI Asset CSE–E Subsidiary, LLC	61-1756267	Delaware		419	
313.	OHI Asset CSE–E, LLC	27-1675861	Delaware	—	102	
314.	OHI Asset CSE–U Subsidiary, LLC	32-0459385	Delaware		420	
315.	OHI Asset CSE–U, LLC	27-1675768	Delaware	—	103	
316.	OHI Asset HUD CFG, LLC	45-3662151	Delaware	—	261	
317.	OHI Asset HUD Delta, LLC	27-1895030	Delaware	—	105	
318.	OHI Asset HUD H-F, LLC	27-1894893	Delaware	—	106	Non-Guarantor Subsidiary
319.	OHI Asset HUD SF CA, LLC	46-1251365	Delaware	—	306	
320.	OHI Asset HUD SF, LLC	80-0830116	Delaware	AZ	284	
321.	OHI Asset HUD WO, LLC	45-2379675	Delaware	—	259	
322.	OHI Asset II (CA), LLC	20-1000879	Delaware	CA	107	
323.	OHI Asset II (FL), LLC	27-1813906	Delaware	FL	108	
324.	OHI Asset II (PA), LP	84-6390330	Maryland	PA	109	
325.	OHI Asset III (PA), LP	84-6390331	Maryland	OH, PA	110	

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
326.	OHI Asset IV (PA) Silver Lake, LP	80-6146794	Maryland	PA	111	
327.	OHI Asset Management, LLC	36-4798979	Delaware	—	417	
328.	OHI Asset RO PMM Services, LLC	46-4309941	Delaware	—	399	
329.	OHI Asset RO, LLC	90-1018980	Delaware	—	336	
330.	OHI Asset, LLC	32-0079270	Delaware	AL, NC, TN, WA	112	
331.	OHI Healthcare Properties Holdco, Inc.	47-2148273	Delaware	—	406	
332.	OHI Healthcare Properties Limited Partnership (f/k/a OHI Healthcare Properties Limited Partnership, L.P.)	36-4796206	Delaware	—	407	
333.	OHI Mezz Lender, LLC	46-3201249	Delaware	—	325	
334.	OHI Tennessee, LLC	38-3509157	Maryland	TN	115	
335.	OHIMA, LLC	06-1552118	Massachusetts	—	116	
336.	Omega TRS I, Inc.	38-3587540	Maryland	LA, TX	118	
337.	Orange Village Care Center, LLC	34-1321728	Ohio	—	119	
338.	Palm Valley Senior Care, LLC	75-3153681	Arizona		310	Non-Guarantor Subsidiary
339.	Panama City Nursing Center LLC	20-2568041	Delaware	FL	121	
340.	Pavillion North Partners, LLC	47-3255261	Pennsylvania	—	421	
341.	Pavillion North, LLP	75-3202956	Pennsylvania	—	124	
342.	Pavillion Nursing Center North, LLC	47-3259540	Pennsylvania	—	422	
343.	Pensacola Real Estate Holdings I, LLC	59-3667935	Florida	—	249	
344.	Pensacola Real Estate Holdings II, LLC	59-3667937	Florida	—	250	
345.	Pensacola Real Estate Holdings III, LLC	59-3667939	Florida	—	251	
346.	Pensacola Real Estate Holdings IV, LLC	59-3667940	Florida	—	252	
347.	Pensacola Real Estate Holdings V, LLC	59-3667941	Florida	—	253	
348.	PV Realty-Clinton, LLC	26-4389743	Maryland	—	262	Non-Guarantor Subsidiary
349.	PV Realty-Holly Hill, LLC	74-3244463	Maryland	—	265	Non-Guarantor Subsidiary
350.	PV Realty-Kensington, LLC	26-4389837	Maryland	—	263	Non-Guarantor Subsidiary
351.	PV Realty-Willow Tree, LLC	27-0328038	Maryland	WV	264	
352.	Ridgecrest Senior Care, LLC	20-1998988	Arizona		311	Non-Guarantor Subsidiary
353.	Skyler Boyington, LLC	42-1572543	Mississippi	—	254	

	Subsidiary Name	FEIN	Home State	Foreign Qualifi-cation(s)	Chart Ref. #	Comment(s)
354.	Skyler Florida, LLC	64-0821299	Mississippi	FL	255	
355.	Skyler Maitland LLC	20-3888672	Delaware	FL	133	
356.	Skyler Pensacola, LLC	59-3561064	Florida	—	256	
357.	SLC Property Investors, LLC	32-0265175	Delaware	—	283	Non-Guarantor Subsidiary
358.	St. Mary's Properties, LLC	20-1914905	Ohio	—	135	
359.	Sterling Acquisition, LLC	38-3207992	Kentucky	AL, AR, FL, OH, TN, TX, WV	136	
360.	Suwanee, LLC	20-5223977	Delaware	FL	138	
361.	Texas Lessor – Stonegate GP, LLC	32-0008071	Maryland	TX	139	
362.	Texas Lessor – Stonegate, Limited, LLC	32-0008072	Maryland	—	140	
363.	Texas Lessor – Stonegate, LP	32-0008073	Maryland	TX	141	
364.	The Suburban Pavilion, LLC	34-1035431	Ohio	—	143	
365.	Washington Lessor – Silverdale, LLC	56-2386887	Maryland	WA	144	
366.	Wilcare, LLC	26-0110550	Ohio	—	147	

* * *

Schedule 7.01

LIENS

Braswell Indebtedness

Schedule 7.02

INDEBTEDNESS

UNSECURED INDEBTEDNESS

Description	***Current Obligor***	***Maturity Date***	***Interest Rate***	***Current Balance @ 03/31/2015***
9% Delta Subordinated Promissory Note due 2021	OHI Asset HUD Delta, LLC	12/21/2021	9.00%	4,000,000
9% Delta Subordinated Promissory Note due 2021	OHI Asset HUD Delta, LLC	12/21/2021	9.00%	4,000,000
9% Delta Subordinated Promissory Note due 2021	OHI Asset HUD Delta, LLC	12/21/2021	9.00%	4,000,000
9% Delta Subordinated Promissory Note due 2021	OHI Asset HUD Delta, LLC	12/21/2021	9.00%	4,000,000
9% Delta Subordinated Promissory Note due 2021	OHI Asset HUD Delta, LLC	12/21/2021	9.00%	4,000,000

SECURED INDEBTEDNESS

Description	***Current Obligor***	***Maturity Date***	***Interest Rate***	***Current Balance @ 03/31/2015***
CFG - Arkansas Properties				
Department of Housing and Urban Development Note	700 Mark Drive, LLC (Southern Heritage)	7/1/2044	3.20%	2,283,270
Department of Housing and Urban Development Note	1194 North Chester Street, LLC (The Woods at Monticello)	7/1/2044	3.00%	5,142,113
Department of Housing and Urban Development Note	1149 & 1151 West New Hope Road, LLC (New Hope)	7/1/2044	3.00%	4,313,069
Department of Housing and Urban Development Note	228 Pointer Trail West, LLC (Pointer Trail)	7/1/2044	3.09%	5,103,158
Department of Housing and Urban Development Note	900 Magnolia Road SW, LLC (Pine Hills)	7/1/2044	3.20%	1,893,382
Department of Housing and Urban Development Note	1101 Waterwell Road, LLC (Pinewood)	7/1/2044	3.20%	4,721,127
Department of Housing and Urban Development Note	115 Orendorff Avenue, LLC (Apple Ridge)	7/1/2044	3.20%	4,494,109
Department of Housing and Urban Development Note	1040 Wedding Ford Road, LLC (Seven Springs)	7/1/2044	3.00%	2,771,176
Department of Housing and Urban Development Note	202 Tims Avenue, LLC (Bristol Pointe)	7/1/2044	3.00%	9,009,640
Department of Housing and Urban Development Note	1401 Park Avenue, LLC (Canyon Springs)	7/1/2044	3.00%	5,882,184
Department of Housing and Urban Development Note	3600 Richards Road, LLC (Premier)	7/1/2044	3.00%	6,436,515
Department of Housing and Urban Development Note	2701 Twin Rivers Drive, LLC (Courtyard Gardens)	7/1/2044	3.09%	5,066,777
White Oak				
Department of Housing and Urban Development Note	PV Realty-Clinton, LLC (Clinton)	4/1/2036	4.90%	17,164,348
Department of Housing and Urban Development Note	PV Realty-Kensington, LLC (Kensington)	3/1/2036	4.95%	7,113,447
S&F-California Properties				
Department of Housing and Urban Development Note	3232 Artesia Real Estate, LLC	3/1/2041	4.35%	8,603,713

Schedule 7.03

INVESTMENTS

None

Schedule 7.09

NEGATIVE PLEDGES

None

Schedule 10.02

NOTICE ADDRESSES

Credit Parties:

OHI Healthcare Properties Limited Partnership
c/o Omega Healthcare Investors, Inc.
200 International Circle, Suite 3500
Hunt Valley, Maryland 21030
Attention: Daniel J. Booth
Telephone: (410) 427-1724
Facsimile: (410) 427-8824
Website: www.omegahealthcare.com

with a copy to:

Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: John R. Fallon, Jr., Esq.
Telephone: (212) 836-8702
Facsimile: (212) 836-6802

Administrative Agent:

For payments and Requests for Credit Extensions:

Bank of America NA
101 North Tryon Street
Mail Code: NC1-001-05-46
Charlotte, NC 28255-0001
Attention: Valerie V Gravesandy
Phone: 980-387-2469
Fax: 704-409-0169
Email: valerie.v.gravesandy@baml.com
ABA #: 026009593
Account No.: 1366212250600
Reference: Omega Healthcare Investors, Inc.

For all other Notices:

Bank of America, N.A.
Global Corporate Debt Products
100 N. Tryon Street
Mail Code: NC1-007-17-11
Charlotte, North Carolina 28255
Attention: Yinghua Zhang
Telephone: (980) 387-5915
Facsimile: (312) 453-2722

Electronic Mail: yinghua.zhang@baml.com

with a copy to:

Bank of America, N.A.
Agency Management
555 California Street
Mail Code: CA5-705-04-09
San Francisco, California 94104
Attention: Angela Lau
Telephone: (415) 436-4000
Facsimile: (415) 503-5008
Electronic Mail: angela.lau@baml.com

Lenders:

Contact information on file with the Administrative Agent.

Exhibit A

FORM OF LOAN NOTICE

Date: _____, 20__

To: Bank of America, N.A., as Administrative Agent

Re: Credit Agreement (as amended, modified, supplemented and extended from time to time, the "Credit Agreement"), dated as of April 1, 2015, by and among OHI Healthcare Properties Limited Partnership, a Delaware limited partnership (the "Borrower"), the Guarantors (as defined therein), the Lenders identified therein, and Bank of America, N.A., as Administrative Agent. Capitalized terms used but not otherwise defined herein have the meanings provided in the Credit Agreement.

Ladies and Gentlemen:

The undersigned hereby requests (select one):

A Borrowing A continuation A conversion

of Term Loans:

1. On: _____, 20__ (which is a Business Day).

2. In the amount of: _____.

3. Comprised of: _____ (Type of Loan).

4. For Eurodollar Loans: with an Interest Period of _____ months.

With respect to any Borrowing or any conversion or continuation requested herein, the Borrower hereby represents and warrants that (i) in the case of a Borrowing of Term Loans, such request complies with the requirements of Section 2.01(d) of the Credit Agreement, and (ii) in the case of a Borrowing or any conversion or continuation, each of the conditions set forth in Section 2.02 of the Credit Agreement have been satisfied on and as of the date of such Borrowing or such conversion or continuation.

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

Exhibit B

FORM OF TERM NOTE

_____, 20__

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to **[INSERT LENDER]** or its registered assigns (the "Lender"), in accordance with the terms and conditions of the Credit Agreement (as hereinafter defined), the principal amount of each Term Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement (as amended, modified, supplemented and extended from time to time, the "Credit Agreement"), dated as of April 1, 2015, by and among the Borrower, the Guarantors, the Lenders identified therein and Bank of America, N.A., as Administrative Agent. Capitalized terms used but not otherwise defined herein have the meanings provided in the Credit Agreement.

The Borrower promises to pay interest on the unpaid principal amount of each Term Loan from the date of such Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note, upon written notice to the Borrower, may be declared to be, immediately due and payable all as provided in the Credit Agreement. Term Loans made by the Lender may be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

Except as otherwise provided for in the Credit Agreement, the Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and nonpayment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

Exhibit C

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: _____, 20__

To: Bank of America, N.A., as Administrative Agent

Re: Credit Agreement (as amended, modified, supplemented and extended from time to time, the "Credit Agreement"), dated as of April 1, 2015, by and among OHI Healthcare Properties Limited Partnership, a Delaware limited partnership (the "Borrower"), the Guarantors, the Lenders identified therein, and Bank of America, N.A., as Administrative Agent. Capitalized terms used but not otherwise defined herein have the meanings provided in the Credit Agreement.

Ladies and Gentlemen:

The undersigned Responsible Officer of the Borrower hereby certifies as of the date hereof that [he/she] is the _____ of the Borrower, and that, in [his/her] capacity as such, [he/she] is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of the Borrower, and that:

[Use following paragraph 1 for fiscal year-end financial statements:]

[1. Attached hereto as Schedule 1 is the Form 10-K of Omega REIT as required by Section 6.01(a) of the Credit Agreement for the fiscal year of the Borrower ended as of the above date.]

[Use following paragraph 1 for fiscal quarter-end financial statements:]

[1. Attached hereto as Schedule 1 is the Form 10-Q of Omega REIT, as required by Section 6.01(b) of the Credit Agreement for the fiscal quarter of Omega REIT ended as of the above date. Such financial statements fairly present the financial condition, results of operations and cash flows of the Consolidated Parties in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.]

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made, a review of the transactions and condition (financial or otherwise) of the Consolidated Parties during the accounting period covered by the attached financial statements.

3. A review of the activities of each member of the Credit Parties during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Credit Parties have performed and observed in all material respects all their respective Obligations under the Credit Documents, and

[select one:]

[to the best knowledge of the undersigned Responsible Officer during such fiscal period, each of the Credit Parties has performed and observed in all material respects each covenant and condition of the Credit Documents applicable to it.]

[or:]

[the following covenants or conditions of the Credit Documents have not been performed or observed in all material respects and the following is a list of any Default and its nature and status:]

4. The representations and warranties of the Credit Parties contained in the Credit Agreement, any other Credit Document or any other certificate or document furnished at any time under or in connection with the Credit Documents, are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.

5. The financial covenant analyses and information set forth on Schedule 2 hereto are true and accurate in all material respects on and as of the date of this Compliance Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of _____, 20__.

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

Exhibit D

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each][1] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each][2] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.][3] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto in the amount**[s]** and equal to the percentage interest**[s]** identified below of all the outstanding rights and obligations under the respective facilities identified below (including, without limitation, the Letters of Credit and the Swing Line Loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____
[Assignor [is][is not] a Defaulting Lender.]

2. Assignee[s]: _____
[for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

[1] For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

[2] For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

[3] Include bracketed language if there are either multiple Assignors or multiple Assignees.

3. Borrower: OHI Healthcare Properties Limited Partnership, a Delaware limited partnership (the "Borrower")

4. Administrative Agent: Bank of America, N.A., as the Administrative Agent under the Credit Agreement

5. Credit Agreement: The Credit Agreement dated as of April 1, 2015, by and among the Borrower, the Guarantors party thereto, the Lenders party thereto and Bank of America, N.A., as Administrative Agent

6. Assigned Interest[s]:

Assignor[s][4]	Assignee[s][5]	Facility Assigned[6]	Aggregate Amount of Commitment/Loans for all Lenders[7]	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans[8]	CUSIP Number
		_____	$_____	$_____	_____%	
		_____	$_____	$_____	_____%	
		_____	$_____	$_____	_____%	

[7. Trade Date: _____][9]

8. Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

---

[4] List each Assignor, as appropriate.

[5] List each Assignee and, if available, its market entity identifier, as appropriate.

[6] Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Term Loan Commitment", etc.).

[7] Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

[8] Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

[9] To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]:[10]

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE[S]:[11]

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[10] Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

[11] Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

[Consented to and][12] Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name:
Title:

[Consented to:][13]

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Omega Healthcare Investors, Inc.,
the General Partner of such limited partnership

By: _____
Name: Daniel J. Booth
Title: Chief Operating Officer

[12] To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

[13] To be added only if the consent of the Borrower and/or other parties is required by the terms of the Credit Agreement.

Annex 1 to Assignment and Assumption

STANDARD TERMS AND CONDITIONS

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][[the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is **[not]** a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Credit Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.07(b)(iii) and (v) of the Credit Agreement (subject to such consents, if any, as may be required under Section 10.07(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the] [each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of

interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.

3 . General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York, without regard to conflict of laws principles.

Exhibit E

FORM OF GUARANTY JOINDER AGREEMENT

THIS GUARANTY JOINDER AGREEMENT (this "Agreement"), dated as of _____, 20__, is by and between **[INSERT NEW GUARANTOR]**, a **[INSERT TYPE OF ORGANIZATION]** (the "Subsidiary"), and **BANK OF AMERICA, N. A.**, in its capacity as Administrative Agent under that certain Credit Agreement (as it may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"), dated as of April 1, 2015, by and among OHI Healthcare Properties Limited Partnership (the "Borrower"), the Guarantors party thereto, the Lenders and Bank of America, N. A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Credit Parties are required under the provisions of Section 6.15 of the Credit Agreement to cause the Subsidiary to become a "Guarantor".

Accordingly, the Subsidiary hereby agrees as follows with the Administrative Agent, for the benefit of the Lenders:

1. The Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the Subsidiary will be deemed to be a party to the Guaranty and a "Guarantor" for all purposes of the Guaranty, and shall have all of the obligations of a Guarantor thereunder as if it had executed the Guaranty. The Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to the Guarantor contained in the Guaranty. Without limiting the generality of the foregoing terms of this paragraph 1, the Subsidiary hereby (i) jointly and severally together with the other Guarantors, guarantees to each Lender and the Administrative Agent, the prompt payment and performance of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof.

2. The address of the Subsidiary for purposes of all notices and other communications is described on Schedule 10.02 of the Credit Agreement.

3. The Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the Subsidiary upon the execution of this Agreement by the Subsidiary.

4. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract.

5. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Subsidiary has caused this Guaranty Joinder Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[INSERT NEW GUARANTOR]

By: _____

Name: _____

Title: _____

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Omega Healthcare Investors, Inc. Registration Statement (Form S-8, No. 333-189144; Form S-8, No. 333-117656; Form S-3, No. 333-187037; Form S-4, No. 333-201359 and Form S-8, No. 333-203189) of our reports dated February 26, 2015 with respect to the consolidated financial statements and schedules of Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership, and the effectiveness of internal control over financial reporting of Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership for the year ended December 31, 2014, included in this Current Report (Form 8-K) of Omega Healthcare Investors, Inc. dated April 2, 2015, filed with the Securities and Exchange Commission.

/s/ Ernst and Young LLP

Chicago, Illinois
April 2, 2015

PRESS RELEASE – FOR IMMEDIATE RELEASE

OMEGA COMPLETES COMBINATION WITH AVIV REIT

HUNT VALLEY, MD and CHICAGO, IL – (BUSINESS WIRE) – April 1, 2015 – Omega Healthcare Investors, Inc. (NYSE:OHI) and Aviv REIT, Inc. (NYSE:Aviv) announced today the completion of Omega's acquisition of all of the outstanding shares of Aviv in a stock-for-stock merger, forming a combined company with equity market capitalization of approximately $7.8 billion and a total market capitalization of approximately $11.1 billion. The combined company will be the premier publicly traded real estate investment trust (REIT) focused principally on skilled nursing facilities (SNFs), with a diversified portfolio of investments including over 900 properties located in 41 states and operated by 81 different operators.

"We believe that the combination with Aviv and the expertise and proven track records of the combined management team firmly positions Omega to continue as the leading consolidator in the large, highly fragmented SNF industry," said Taylor Pickett, Omega's Chief Executive Officer.

Craig M. Bernfield, Aviv's former Chairman and Chief Executive Officer, stated: "I am confident that our vision to substantially grow Aviv's platform of high quality properties and operators will be implemented through the combination of these two outstanding companies, and I believe that our combined industry knowledge, experience and relationships will be the key to our future success."

Under the terms of the merger agreement, each outstanding share of Aviv common stock was converted into 0.90 of a share of Omega common stock. In connection with the merger, Omega issued approximately 43.9 million shares of common stock to former Aviv stockholders and holders of certain vested equity incentive awards of Aviv. On a fully diluted basis following the closing of the merger transaction, legacy Omega stockholders own approximately 72% of the combined company, and former Aviv stockholders, together with the limited partners of Aviv Healthcare Properties Limited Partnership, beneficially own approximately 28% of the combined company.

On April 1, 2015, Omega also closed an amendment to its revolving credit and term loan facility, increasing the size of the revolving credit facility to $1.25 billion, and adding a new $200 million term loan facility. On April 1, 2015, OHI Healthcare Properties Limited Partnership also closed on a new $100 million term loan facility. Simultaneous with the closing of the merger transaction, all of Aviv's outstanding unsecured debt was repaid or otherwise satisfied and discharged. As of the close of business on April 1, 2015, Omega and its affiliates had outstanding revolving credit facility borrowings of $320 million and term loan facility borrowings of $500 million.

Leadership and Organization

Taylor Pickett will continue to serve as Omega's Chief Executive Officer following the closing of the merger transaction. Craig M. Bernfield, former Aviv Chairman and Chief Executive Officer, and Norman R. Bobins and Ben W. Perks, former directors of Aviv, were appointed to the Omega Board of Directors effective as of the closing of the merger transaction. In addition, Steven J. Insoft, former President and Chief Operating Officer of Aviv, was appointed Omega's Chief Corporate Development Officer as of the closing of the merger transaction.

Omega Dividends and Guidance

As previously announced, the Omega Board of Directors declared a prorated dividend of $0.36 per share of Omega common stock. The dividend will be payable in cash on April 7, 2015 to Omega stockholders of record as of the close of business on March 31, 2015. The per share dividend amount payable by Omega represents dividends for February and March 2015, at a quarterly dividend rate of

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Suite 3500
Hunt Valley, MD
21030

Phone: 410-427-1700
Fax: 410-427-8800

$0.54 per share of common stock, representing an increase of $0.01 per share over the quarterly dividend rate for the immediately preceding quarter.

Omega expects to declare a dividend for the remaining portion of its customary quarterly dividend period on either April 15, 2015 or April 16, 2015. Omega will also update its 2015 guidance for adjusted funds from operations (AFFO) and its funds available for distribution (FAD) at that time.

* * * * * *

In connection with the merger transaction, Morgan Stanley & Co. LLC acted as the exclusive financial advisor to Omega, and Bryan Cave LLP, Doran Derwent, PLLC, Hunton & Williams LLP and Kaye Scholer LLP acted as legal counsel. PJT Partners and Goldman, Sachs & Co. acted as financial advisors to Aviv and Sidley Austin LLP acted as legal counsel.

* * * * * *

Omega is a real estate investment trust investing in and providing financing to the long-term care industry. As of April 1, 2014, after giving effect to the merger transaction, Omega has a portfolio of investments that includes over 900 properties located in 41 states and operated by 81 different operators.

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements regarding Omega's or its tenants', operators', borrowers' or managers' expected future financial condition, results of operations, cash flows, funds from operations, dividends and dividend plans, financing opportunities and plans, capital markets transactions, business strategy, budgets, projected costs, operating metrics, capital expenditures, competitive positions, acquisitions, investment opportunities, dispositions, merger integration, growth opportunities, expected lease income, continued qualification as a REIT, plans and objectives of management for future operations and statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will" and other similar expressions are forward-looking statements. These forward-looking statements are inherently uncertain, and actual results may differ from Omega's expectations. Omega does not undertake a duty to update these forward-looking statements, which speak only as of the date on which they are made.

Omega's actual results may differ materially from those reflected in such forward-looking statements as a result of a variety of factors, including, among other things: (i) uncertainties relating to the business operations of the operators of Omega's properties, including those relating to reimbursement by third-party payors, regulatory matters and occupancy levels; (ii) regulatory and other changes in the healthcare sector; (iii) changes in the financial position of Omega's operators; (iv) the ability of any of Omega's operators in bankruptcy to reject unexpired lease obligations, modify the terms of Omega's mortgages and impede the ability of to collect unpaid rent or interest during the pendency of a bankruptcy proceeding and retain security deposits for the debtor's obligations; (v) the availability and cost of capital; (vi) changes in Omega's credit ratings and the ratings of its debt securities; (vii) competition in the financing of healthcare facilities; (viii) Omega's ability to maintain its status as a REIT; (ix) Omega's ability to manage, re-lease or sell any owned and operated facilities; (x) Omega's ability to sell closed or foreclosed assets on a timely basis and on terms that allow Omega to realize the carrying value of these assets; (xi) the effect of economic and market conditions generally, and particularly in the healthcare industry; (xii) risks relating to the integration of Aviv's operations and employees into Omega and the possibility that the anticipated synergies and other benefits of the combination with Aviv will not be realized or will not be realized within the expected timeframe; and (xiii) other factors identified in Omega's filings with the Securities and Exchange Commission. Statements regarding future events and developments and Omega's future performance, as well as management's expectations, beliefs, plans, estimates or projections relating to the future, are forward

looking statements. Omega undertakes no obligation to update any forward-looking statements contained in this announcement.

Omega Healthcare Investors
Bob Stephenson, CFO, 410-427-1700

Exhibit 99.2

INDEX TO THE FINANCIAL STATEMENTS

AVIV REIT, INC.

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

AVIV REIT, INC.
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and the Stockholders
Aviv REIT, Inc.

We have audited the accompanying consolidated balance sheets of Aviv REIT, Inc. (the Company) as of December 31, 2014 and 2013, and the related consolidated statements of operations and comprehensive income, changes in equity, and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedules listed in the accompanying index to the financial statements. These financial statements and schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company at December 31, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedules, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 26, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Chicago, Illinois
February 26, 2015

Report of Independent Registered Public Accounting Firm

The Board of Directors and the Stockholders
Aviv REIT, Inc.

We have audited Aviv REIT, Inc.'s (the Company) internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). The Company's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Assessment of Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

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

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

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

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of the Company as of December 31, 2014 and 2013 and the related consolidated statements of operations and comprehensive income, changes in equity, and cash flows for each of the three years in the period ended December 31, 2014, and our report dated February 26, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Chicago, Illinois
February 26, 2015

Report of Independent Registered Public Accounting Firm

The Board of Directors and the Partners
Aviv Healthcare Properties Limited Partnership

We have audited the accompanying consolidated balance sheets of Aviv Healthcare Properties Limited Partnership (the Partnership) as of December 31, 2014 and 2013, and the related consolidated statements of operations and comprehensive income, changes in partners' capital, and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedules listed in the accompanying index to the financial statements. These financial statements and schedules are the responsibility of the Partnership's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Partnership at December 31, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedules, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Partnership's internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 26, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Chicago, Illinois
February 26, 2015

Report of Independent Registered Public Accounting Firm

The Board of Directors and the Partners
Aviv Healthcare Properties Limited Partnership

We have audited Aviv Healthcare Properties Limited Partnership's (the Partnership) internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). The Partnership's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Assessment of Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Partnership's internal control over financial reporting based on our audit.

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

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

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

In our opinion, the Partnership maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of the Partnership as of December 31, 2014 and 2013 and the related consolidated statements of operations and comprehensive income, changes in partners' capital, and cash flows for each of the three years in the period ended December 31, 2014, and our report dated February 26, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Chicago, Illinois
February 26, 2015

AVIV REIT, INC.
Consolidated Balance Sheets
(in thousands except share data)

	December 31, 2014	December 31, 2013
Assets		
Income producing property		
Land	$ 190,300	$ 138,150
Buildings and improvements	1,845,992	1,138,173
Assets under direct financing leases	11,291	11,175
	2,047,583	1,287,498
Less accumulated depreciation	(188,286)	(147,302)
Construction in progress and land held for development	23,150	23,292
Net real estate	1,882,447	1,163,488
Cash and cash equivalents	10,036	50,764
Straight-line rent receivable, net	45,368	40,580
Tenant receivables, net	4,095	1,647
Deferred finance costs, net	19,024	16,643
Loan receivables, net	42,697	41,686
Other assets	16,763	15,625
Total assets	$ 2,020,430	$ 1,330,433
Liabilities and equity		
Secured loans	$ 193,418	$ 13,654
Unsecured notes payable	652,292	652,752
Line of credit	355,000	20,000
Accrued interest payable	15,126	15,284
Dividends and distributions payable	—	17,694
Accounts payable and accrued expenses	18,582	10,555
Tenant security and escrow deposits	26,259	21,586
Other liabilities	9,805	10,463
Total liabilities	1,270,482	761,988
Equity:		
Stockholders' equity		
Common stock (par value $0.01; 48,425,224 and 37,593,910 shares issued and outstanding, respectively)	484	376
Additional paid-in capital	737,262	523,658
Accumulated deficit	(119,039)	(89,742)
Total stockholders' equity	618,707	434,292
Noncontrolling interests—operating partnership	131,241	134,153
Total equity	749,948	568,445
Total liabilities and equity	$ 2,020,430	$ 1,330,433

See accompanying notes.

AVIV REIT, INC.
Consolidated Statements of Operations and Comprehensive Income
(in thousands except share and per share data)

	Year Ended December 31		
	2014	2013	2012
Revenues			
Rental income	$ 177,947	$ 136,513	$ 121,210
Interest on loans and financing lease	4,483	4,400	4,633
Interest and other income	1,612	154	1,129
Total revenues	184,042	141,067	126,972
Expenses			
Interest expense incurred	49,680	40,785	47,440
Amortization of deferred financing costs	3,942	3,459	3,543
Depreciation and amortization	44,023	33,226	26,892
General and administrative	24,039	26,886	15,955
Transaction costs	8,601	3,114	7,259
Loss on impairment	2,341	500	11,117
Reserve for uncollectible loans and other receivables	3,523	68	10,331
Loss (gain) on sale of assets, net	2,518	(1,016)	—
Loss on extinguishment of debt	501	10,974	28
Other expenses	—	—	400
Total expenses	139,168	117,996	122,965
Income from continuing operations	44,874	23,071	4,007
Discontinued operations	—	—	4,586
Net income	44,874	23,071	8,593
Net income allocable to noncontrolling interests—operating partnership	(9,082)	(6,010)	(3,455)
Net income allocable to common stockholders	$ 35,792	$ 17,061	$ 5,138
Net income	$ 44,874	$ 23,071	$ 8,593
Unrealized loss on derivative instruments	—	—	(476)
Total comprehensive income	$ 44,874	$ 23,071	$ 8,117
Net income allocable to common stockholders	$ 35,792	$ 17,061	$ 5,138
Unrealized loss on derivative instruments, net of noncontrolling interest—operating partnership portion of $0, $0, and $192, respectively	—	—	(284)
Total comprehensive income allocable to common stockholders	$ 35,792	$ 17,061	$ 4,854
Earnings per common share:			
Basic:			
Income from continuing operations allocable to common stockholders	$ 0.80	$ 0.51	$ 0.12
Discontinued operations, net of noncontrolling interests—operating partnership	—	—	0.14
Net income allocable to common stockholders	$ 0.80	$ 0.51	$ 0.26
Diluted:			
Income from continuing operations allocable to common stockholders	$ 0.77	$ 0.49	$ 0.12
Discontinued operations, net of noncontrolling interests—operating partnership	—	—	0.14
Net income allocable to common stockholders	$ 0.77	$ 0.49	$ 0.26
Weighted average common shares outstanding:			
Basic	44,629,901	33,700,834	20,006,538
Diluted	58,166,924	44,324,189	20,135,689
Dividends declared per common share	$ 1.44	$ 1.40	$ 1.25

See accompanying notes.

AVIV REIT, INC.
Consolidated Statements of Changes in Equity
(in thousands except share data)

	Stockholders' Equity						Noncontrolling Interests—Operating Partnership	Total Equity
	Common Stock		Additional Paid-In-Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity		
	Shares	Amount						
Balance at January 1, 2012	15,831,368	$ 159	$ 264,804	$ (21,383)	$ (1,868)	$ 241,712	$ 5,546	$ 247,258
Non-cash stock (unit)-based compensation	—	—	1,284	—	—	1,284	406	1,690
Distributions to partners	—	—	—	—	—	—	(15,638)	(15,638)
Capital contributions	5,822,445	58	108,942	—	—	109,000	358	109,358
Unrealized loss on derivative instruments	—	—	—	—	(284)	(284)	(192)	(476)
Dividends to stockholders	—	—	—	(30,282)	—	(30,282)	—	(30,282)
Net income	—	—	—	5,138	—	5,138	3,455	8,593
Balance at December 31, 2012	21,653,813	217	375,030	(46,527)	(2,152)	326,568	(6,065)	320,503
Non-cash stock (unit)-based compensation	23,250	—	10,864	—	—	10,864	888	11,752
Shares issued for settlement of management vested stock	414,710	4	8,290	—	—	8,294	—	8,294
Distributions to partners	—	—	—	—	—	—	(16,658)	(16,658)
Capital contributions	—	—	—	—	—	—	214	214
Initial public offering proceeds	15,180,000	152	303,448	—	—	303,600	—	303,600
Cost of raising capital	—	—	(25,829)	—	—	(25,829)	—	(25,829)
Retirement of derivative instrument	—	—	—	—	2,152	2,152	1,622	3,774
Dividends to stockholders	—	—	—	(60,276)	—	(60,276)	—	(60,276)
Reclassification of equity at IPO date	—	—	(153,751)	—	—	(153,751)	153,751	—
Conversion of OP Units/Adjustment of noncontrolling interests—operating partnership ownership of operating partnership	322,137	3	5,606	—	—	5,609	(5,609)	—
Net income	—	—	—	17,061	—	17,061	6,010	23,071
Balance at December 31, 2013	37,593,910	376	523,658	(89,742)	—	434,292	134,153	568,445
Non-cash stock-based compensation	—	—	4,861	—	—	4,861	—	4,861
Shares issued for settlement of management vested stock and exercised options, net	287,406	3	1,704	—	—	1,707	—	1,707
Distributions to partners	—	—	—	—	—	—	(16,072)	(16,072)
Capital contributions	—	—	—	—	—	—	60	60
Proceeds from issuance of common stock	9,200,000	92	221,628	—	—	221,720	—	221,720
Cost of raising capital	—	—	(10,558)	—	—	(10,558)	—	(10,558)
Dividends to stockholders	—	—	—	(65,089)	—	(65,089)	—	(65,089)
Conversion of OP Units	1,343,908	13	17,146	—	—	17,159	(17,159)	—
Adjustment of noncontrolling interest-operating partnership ownership of operating partnership	—	—	(21,177)	—	—	(21,177)	21,177	—
Net income	—	—	—	35,792	—	35,792	9,082	44,874
Balance at December 31,2014	48,425,224	$ 484	$ 737,262	$ (119,039)	$ —	$ 618,707	$ 131,241	$ 749,948

See accompanying notes.

AVIV REIT, INC.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2014	2013	2012
Operating activities			
Net income	$ 44,874	$ 23,071	$ 8,593
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	44,023	33,226	26,935
Amortization of deferred financing costs	3,942	3,459	3,543
Accretion of debt premium	(539)	(507)	(414)
Straight-line rental income, net	(4,788)	(4,478)	(7,656)
Rental income from intangible amortization, net	(666)	(1,369)	(1,486)
Non-cash stock-based compensation	4,861	11,752	1,689
Loss (gain) on sale of assets, net	2,518	(1,016)	(4,425)
Non-cash loss on extinguishment of debt	494	5,161	42
Loss on impairment	2,341	500	11,117
Reserve for uncollectible loan and other receivables	3,523	68	10,331
Accretion of earn-out provision for previously acquired real estate investments	—	—	400
Changes in assets and liabilities:			
Tenant receivables	(2,577)	(3,511)	(4,572)
Other assets	(1,123)	(5,229)	(5,873)
Accounts payable and accrued expenses	2,880	3,949	5,021
Tenant security deposits and other liabilities	5,079	2,277	1,230
Net cash provided by operating activities	104,842	67,353	44,475
Investing activities			
Purchase of real estate	(706,970)	(197,388)	(172,773)
Proceeds from sales of real estate, net	2,277	15,549	31,933
Capital improvements	(14,997)	(12,003)	(13,558)
Development projects	(43,083)	(18,738)	(28,067)
Loan receivables received from others	19,642	4,086	14,632
Loan receivables funded to others	(24,376)	(10,407)	(16,857)
Net cash used in investing activities	(767,507)	(218,901)	(184,690)

See accompanying notes.

AVIV REIT, INC.
Consolidated Statements of Cash Flows (continued)
(in thousands)

	Year Ended December 31,		
	2014	2013	2012
Financing activities			
Borrowings of debt	$ 668,000	$ 470,000	$ 267,761
Repayment of debt	(153,157)	(488,241)	(174,127)
Payment of financing costs	(6,980)	(10,448)	(5,143)
Capital contributions	60	575	109,000
Deferred contribution	—	—	(35,000)
Proceeds from issuance of common stock	221,720	303,600	—
Cost of raising capital	(10,558)	(25,829)	—
Shares issued from settlement of vested stock and exercised stock options, net	1,707	—	—
Cash distributions to partners	(20,215)	(16,314)	(16,484)
Cash dividends to stockholders	(78,640)	(48,907)	(28,778)
Net cash provided by financing activities	621,937	184,436	117,229
Net (decrease) increase in cash and cash equivalents	(40,728)	32,888	(22,986)
Cash and cash equivalents:			
Beginning of year	50,764	17,876	40,862
End of year	$ 10,036	$ 50,764	$ 17,876
Supplemental cash flow information			
Cash paid for interest	$ 50,972	$ 40,008	$ 46,711
Supplemental disclosure of noncash activity			
Accrued dividends payable to stockholders	$ —	$ 13,551	$ 9,888
Accrued distributions payable to partners	$ —	$ 4,143	$ 3,799
Write-off of straight-line rent receivable, net	$ 1,549	$ 2,887	$ 1,552
Write-off of in-place lease intangibles, net	$ —	$ —	$ 19
Write-off of deferred financing costs, net	$ 501	$ 5,161	$ 42
Assumed debt	$ —	$ —	$ 11,460

See accompanying notes.

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

Consolidated Balance Sheets

(in thousands)

	December 31, 2014	December 31, 2013
Assets		
Income producing property		
Land	$ 190,300	$ 138,150
Buildings and improvements	1,845,992	1,138,173
Assets under direct financing leases	11,291	11,175
	2,047,583	1,287,498
Less accumulated depreciation	(188,286)	(147,302)
Construction in progress and land held for development	23,150	23,292
Net real estate	1,882,447	1,163,488
Cash and cash equivalents	10,036	50,764
Straight-line rent receivable, net	45,368	40,580
Tenant receivables, net	4,095	1,647
Deferred finance costs, net	19,024	16,643
Loan receivables, net	42,697	41,686
Other assets	16,763	15,625
Total assets	$ 2,020,430	$ 1,330,433
Liabilities and partners' capital		
Secured loans	$ 193,418	$ 13,654
Unsecured notes payable	652,292	652,752
Line of credit	355,000	20,000
Accrued interest payable	15,126	15,284
Distributions payable	—	17,694
Accounts payable and accrued expenses	18,582	10,555
Tenant security and escrow deposits	26,259	21,586
Other liabilities	9,805	10,463
Total liabilities	1,270,482	761,988
Partners' capital:		
Partners' capital	749,948	568,445
Total liabilities and partners' capital	$ 2,020,430	$ 1,330,433

See accompanying notes.

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

Consolidated Statements of Operations and Comprehensive Income

(in thousands except unit and per unit data)

	Year Ended December 31,		
	2014	2013	2012
Revenues			
Rental income	$ 177,947	$ 136,513	$ 121,210
Interest on loans and financing lease	4,483	4,400	4,633
Interest and other income	1,612	154	1,129
Total revenues	184,042	141,067	126,972
Expenses			
Interest expense incurred	49,680	40,785	47,440
Amortization of deferred financing costs	3,942	3,459	3,543
Depreciation and amortization	44,023	33,226	26,892
General and administrative	24,039	26,886	15,955
Transaction costs	8,601	3,114	7,259
Loss on impairment	2,341	500	11,117
Reserve for uncollectible loans and other receivables	3,523	68	10,331
Loss (gain)on sale of assets, net	2,518	(1,016)	—
Loss on extinguishment of debt	501	10,974	28
Other expenses	—	—	400
Total expenses	139,168	117,996	122,965
Income from continuing operations	44,874	23,071	4,007
Discontinued operations	—	—	4,586
Net income allocable to units	$ 44,874	$ 23,071	$ 8,593
Net income allocable to units	$ 44,874	$ 23,071	$ 8,593
Unrealized loss on derivative instruments	—	—	(476)
Total comprehensive income allocable to units	$ 44,874	$ 23,071	$ 8,117
Earnings per unit:			
Basic:			
Income from continuing operations allocable to units	$ 0.80	$ 0.51	$ 0.12
Discontinued operations	—	—	0.14
Net income allocable to units	$ 0.80	$ 0.51	$ 0.26
Diluted:			
Income from continuing operations allocable to units	$ 0.77	$ 0.49	$ 0.12
Discontinued operations	—	—	0.14
Net income allocable to units	$ 0.77	$ 0.49	$ 0.26
Weighted average units outstanding:			
Basic	55,957,950	42,792,808	20,006,538
Diluted	58,166,924	44,324,189	20,135,689
Distributions declared per unit	$ 1.44	$ 1.40	$ 1.25

See accompanying notes.

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

Consolidated Statements of Changes in Partners' Capital
(in thousands)

	Partners' Capital	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2012	$ 250,555	$ (3,298)	$ 247,257
Non-cash stock (unit)-based compensation	1,690	—	1,690
Distributions to partners	(45,920)	—	(45,920)
Capital contributions	109,358	—	109,358
Unrealized loss on derivative instruments	—	(476)	(476)
Net income	8,593	—	8,593
Balance at December 31, 2012	324,276	(3,774)	320,502
Non-cash stock (unit)-based compensation	11,752	—	11,752
Units issued for settlement of management vested stock	8,294	—	8,294
Distributions to partners	(76,934)	—	(76,934)
Capital contributions	215	—	215
Initial public offering proceeds	303,600	—	303,600
Cost of raising capital	(25,829)	—	(25,829)
Retirement of derivative instruments	—	3,774	3,774
Net income	23,071	—	23,071
Balance at December 31, 2013	568,445	—	568,445
Non-cash stock (unit)-based compensation	4,861	—	4,861
Units issued for settlement of management vested stock and exercised unit options, net	1,707	—	1,707
Distributions to partners	(81,161)	—	(81,161)
Capital contributions	60	—	60
Proceeds from issuance of common stock	221,720	—	221,720
Cost of raising capital	(10,558)	—	(10,558)
Net income	44,874	—	44,874
Balance at December 31, 2014	$ 749,948	$ —	$ 749,948

See accompanying notes.

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

Consolidated Statements of Cash Flows

(in thousands)

	Year Ended December 31,		
	2014	2013	2012
Operating activities			
Net income	$ 44,874	$ 23,071	$ 8,593
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	44,023	33,226	26,935
Amortization of deferred financing costs	3,942	3,459	3,543
Accretion of debt premium	(539)	(507)	(414)
Straight-line rental income, net	(4,788)	(4,478)	(7,656)
Rental income from intangible amortization, net	(666)	(1,369)	(1,486)
Non-cash stock-based compensation	4,861	11,752	1,689
Loss (gain) on sale of assets, net	2,518	(1,016)	(4,425)
Non-cash loss on extinguishment of debt	494	5,161	42
Loss on impairment	2,341	500	11,117
Reserve for uncollectible loans and other receivables	3,523	68	10,331
Accretion of earn-out provision for previously acquired real estate investments	—	—	400
Changes in assets and liabilities:			
Tenant receivables	(2,577)	(3,511)	(4,572)
Other assets	(1,123)	(5,229)	(5,873)
Accounts payable and accrued expenses	2,880	3,949	5,021
Tenant security deposits and other liabilities	5,079	4,619	546
Net cash provided by operating activities	104,842	69,695	43,791
Investing activities			
Purchase of real estate	(706,970)	(197,388)	(172,773)
Proceeds from sales of real estate, net	2,277	15,549	31,933
Capital improvements	(14,997)	(12,003)	(13,558)
Development projects	(43,083)	(18,738)	(28,067)
Loan receivables received from others	19,642	4,086	14,632
Loan receivables funded to others	(24,376)	(10,407)	(16,857)
Net cash used in investing activities	(767,507)	(218,901)	(184,690)

See accompanying notes.

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

Consolidated Statements of Cash Flows (continued)

(in thousands)

	Year Ended December 31,		
	2014	2013	2012
Financing activities			
Borrowings of debt	$ 668,000	$ 470,000	$ 267,761
Repayment of debt	(153,157)	(488,241)	(174,127)
Payment of financing costs	(6,980)	(10,448)	(5,143)
Capital contributions	60	575	109,000
Deferred contribution	—	—	(35,000)
Proceeds from issuance of common stock	221,720	303,600	—
Cost of raising capital	(10,558)	(25,829)	—
Shares issued for settlement of vested stock and exercised unit options, net	1,707	—	—
Cash distributions to partners	(98,855)	(65,221)	(45,262)
Net cash provided by financing activities	621,937	184,436	117,229
Net (decrease) increase in cash and cash equivalents	(40,728)	35,230	(23,670)
Cash and cash equivalents:			
Beginning of year	50,764	15,534	39,204
End of year	$ 10,036	$ 50,764	$ 15,534
Supplemental cash flow information			
Cash paid for interest	$ 50,972	$ 40,008	$ 46,711
Supplemental disclosure of noncash activity			
Accrued distributions payable to partners	$ —	$ 17,694	$ 13,687
Write-off of straight-line rent receivable, net	$ 1,549	$ 2,887	$ 1,552
Write-off of in-place lease intangibles, net	$ —	$ —	$ 19
Write-off of deferred financing costs, net	$ 501	$ 5,161	$ 42
Assumed debt	$ —	$ —	$ 11,460

See accompanying notes.

1. Description of Operations and Formation

Aviv REIT, Inc. (AVIV or the REIT), a Maryland corporation, is the sole general partner of Aviv Healthcare Properties Limited Partnership, a Delaware limited partnership, and its subsidiaries (the Partnership). The Partnership is a majority owned subsidiary that owns all of the real estate properties. In these footnotes, the Company refers generically to AVIV, the Partnership, and their subsidiaries. The Partnership was formed in 2010 and directly or indirectly owned or leased 346 properties, principally skilled nursing facilities, across the United States at December 31, 2014. The Company is a fully integrated self-administered company that owns, acquires, develops and generates the majority of its revenues by entering into long-term triple-net leases with qualified local, regional, and national operators. In addition to the base rent, leases provide for operators to pay the Company an ongoing escrow for real estate taxes. Furthermore, all operating and maintenance costs of the buildings are the responsibility of the operators. Substantially all depreciation expense reflected in the consolidated statements of operations and comprehensive income relates to the ownership of real estate properties.

The Partnership is the general partner of Aviv Healthcare Properties Operating Partnership I, L.P. (the Operating Partnership), a Delaware limited partnership, and Aviv Healthcare Capital Corporation, a Delaware company. The Operating Partnership has six wholly owned subsidiaries: Aviv Financing I, L.L.C. (Aviv Financing I), a Delaware limited liability company; Aviv Financing II, L.L.C. (Aviv Financing II), a Delaware limited liability company; Aviv Financing III, L.L.C. (Aviv Financing III), a Delaware limited liability company; Aviv Financing IV, L.L.C. (Aviv Financing IV), a Delaware limited liability company; Aviv Financing V, L.L.C. (Aviv Financing V), a Delaware limited liability company; and Aviv Financing VI, L.L.C. (Aviv Financing VI) , a Delaware limited liability company.

All of the business, assets and operations are held by the Partnership and its subsidiaries. The REIT's equity interest in the Partnership is linked to future investments in the REIT, such that future equity issuances by the REIT (pursuant to the Partnership's partnership agreement) will result in a corresponding increase in the REIT's equity interest in the Partnership. The REIT is authorized to issue 300 million shares of common stock (par value $0.01) and 25 million shares of preferred stock (par value $0.01). The REIT was funded in September 2010 with 13.2 million shares and approximately $235 million from one of the REIT's stockholders, and approximately 8.5 million additional shares of common stock were issued by the REIT in connection with $159 million equity contributions by one of the REIT's stockholders. The Partnership's capital consists of partnership units, which are referred to as OP units, that are owned by AVIV and other investors.

On March 7, 2013, the Board of Directors and stockholders of the REIT approved an increase in the number of authorized shares of common stock to 300,000,000 shares of common stock and a 60.37-for-one split of issued and outstanding common stock. The increase in the authorized shares and the stock split became effective on March 8, 2013 when the REIT's charter was amended for such increase in the number of authorized REIT shares and the stock split. The common share and per common share amounts in these consolidated financial statements and notes to consolidated financial statements have been retrospectively restated to reflect the 60.37-for-one split.

On March 26, 2013, the REIT completed an initial public offering (IPO) of its common stock pursuant to a registration statement filed with the SEC, which became effective on March 20, 2013. The Company received net proceeds after underwriting discounts and commissions, of $282.3 million, exclusive of other costs of raising capital in consideration for the issuance and sale of approximately 15.2 million shares of common stock (which included approximately 2.0 million shares sold to the underwriters upon exercise of their option to purchase additional shares to cover over-allotments) at a price to the public of $20.00 per share. In connection with the IPO, the Partnership's Class A, B, C, D, F and G Units were converted into a single class of OP units.

Immediately prior to the completion of the IPO, there were outstanding approximately 21.7 million shares of common stock of the REIT, limited partnership units of the Partnership which were converted into approximately 11.9 million OP units in connection with the IPO, and 125 shares of preferred stock of the REIT. On April 15, 2013, the 125 shares of preferred stock outstanding were redeemed.

On April 9, 2014, the Company issued 9.2 million shares of common stock and received net proceeds of $221.7 million in a secondary underwritten public offering. At December 31, 2014, there were approximately 48.4 million shares of common stock outstanding and 10.3 million OP units outstanding which are redeemable for cash or, at the REIT's election, for shares of common stock of the REIT. The operating results of the Partnership are allocated based upon the REIT's and the limited partners' respective economic interests therein. The REIT's ownership of the Partnership was 82.5% as of December 31, 2014. The REIT's weighted average economic ownership of the Partnership for the years ended December 31, 2014, 2013, and 2012 were 79.8%, 74.0%, and 62.5%, respectively.

2. Summary of Significant Accounting Policies

Basis of Presentation

This report combines the Annual Reports on Form 10-K for the year ended December 31, 2014 of AVIV and the Partnership. AVIV is a real estate investment trust and the general partner of the Partnership. Unless the context requires otherwise or except as otherwise noted, as used herein the words "we," the "Company," "us" and "our" refer to AVIV and AVIV's controlled subsidiaries and the Partnership and the Partnership's controlled subsidiaries collectively, as the operations of the two aforementioned entities are materially comparable for the periods presented.

AVIV is a real estate investment trust, or REIT, and the general partner of the Partnership. The Partnership's capital is comprised of units of beneficial interest, or OP units. As of December 31, 2014, AVIV owned 82.5% of the economic interest in the Partnership, with the remaining interest being owned by investors. Investors may redeem their OP units for cash or, at the election of AVIV, for shares of AVIV's common stock, on a one-for-one basis. As the sole general partner of the Partnership, AVIV has exclusive control of the Partnership's day-to-day management.

The Company believes combining the Annual Reports on Form 10-K of AVIV and the Partnership into this single report provides the following benefits:

- enhances investors' understanding of AVIV and the Partnership by enabling investors to view the business as a whole in the same manner as management views and operates the business;
- eliminates duplicative disclosure and provides a more streamlined and readable presentation since a substantial portion of the disclosure in this report applies to both AVIV and the Partnership; and
- creates time and cost efficiencies through the preparation of one combined report instead of two separate reports.

Management operates AVIV and the Partnership as one business. The management of AVIV consists of the same employees as the management of the Partnership.

The Company believes it is important for investors to understand the few differences between AVIV and the Partnership in the context of how AVIV and the Partnership operate as a consolidated company. AVIV is a REIT, whose only material asset is its ownership of OP units of the Partnership. As a result, AVIV does not conduct business itself, other than acting as the sole general partner of the Partnership, issuing public equity from time to time and guaranteeing unsecured debt of the Partnership. AVIV has not issued any indebtedness, but has guaranteed all of the unsecured debt of the Partnership. The Partnership indirectly holds all the real estate assets of the Company. Except for net proceeds from public equity issuances by AVIV, which are contributed to the Partnership in exchange for OP units, the Partnership generates all remaining capital required by the Company's business. These sources include the Partnership's operations, its direct or indirect incurrence of indebtedness, and the issuance of OP units.

As general partner with control of the Partnership, AVIV consolidates the Partnership for financial reporting purposes. The presentation of stockholders' equity and partners' capital are the main areas of difference between the consolidated financial statements of AVIV and those of the Partnership. AVIV's stockholders' equity is comprised of common stock, additional paid in capital and retained earnings (accumulated deficit). The Partnership's capital is comprised of OP units that are owned by AVIV and the other partners. The OP units held by the limited partners (other than AVIV) in the Partnership are presented as part of partners' capital in the Partnership's consolidated financial statements and as "noncontrolling interests-operating partnership" in AVIV's consolidated financial statements. There is no difference between the assets and liabilities of AVIV and the Partnership as of December 31, 2014. Net income is the same for AVIV and the Partnership.

In order to highlight the few differences between AVIV and the Partnership, there are sections in this report that discuss AVIV and the Partnership separately, including separate financial statements and controls and procedures sections. In the sections that combine disclosure for AVIV and the Partnership, this report refers to actions or holdings as being actions or holdings of the Company. Although the Partnership is generally the entity that enters into contracts, holds assets and issues debt, we believe that reference to the Company in this context is appropriate because the business is one enterprise and the Company operates the business through the Partnership.

The accompanying consolidated financial statements have been prepared by management in accordance with U.S. generally accepted accounting principles, or GAAP. All significant intercompany accounts and transactions have been eliminated in the consolidated financial statements. Certain prior period amounts have been reclassified with no effect on the Company's consolidated financial position or results of operations.

The Company manages its business as a single business segment as defined in Accounting Standards Codification (ASC) 280, *Segment Reporting*. The Company has one reportable segment consisting of investments in healthcare properties, consisting primarily

of skilled nursing facilities, or SNFs, assisted living facilities, or ALFs, and other healthcare properties located in the United States. All of the Company's properties generate similar types of revenues and expenses related to tenant rent and reimbursements and operating expenses.

Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid short-term investments with original maturities of three months or less. The Company maintains cash and cash equivalents in United States banking institutions that exceed amounts insured by the Federal Deposit Insurance Corporation. The Company believes the risk of loss from exceeding this insured level is minimal.

Real Estate Investments

The Company periodically assesses the carrying value of real estate investments and related intangible assets in accordance with ASC 360, *Property, Plant, and Equipment* (ASC 360), to determine if facts and circumstances exist that would suggest that assets might be impaired or that the useful lives should be modified. In the event impairment in value occurs and a portion of the carrying amount of the real estate investments will not be recovered in part or in whole, a provision will be recorded to reduce the carrying basis of the real estate investments and related intangibles to their estimated fair value. The estimated fair value of the Company's rental properties is determined by using customary industry standard methods that include discounted cash flow and/or direct capitalization analysis (Level 3) or estimated cash proceeds received upon the anticipated disposition of the asset from market comparables (Level 2). As part of the impairment evaluation, the buildings in the following locations were impaired to reflect the estimated fair values (Level 2).

	For the Years Ended December 31,		
	2014	2013	2012
		(in thousands)	
Medford, MA [1]	$ —	$ —	$ —
Zion, IL	—	—	1,000
Bremerton, WA	—	—	150
Youngtown, AZ	—	—	1,635
Fall River, MA	—	—	141
Cincinnati, OH	—	—	90
West Chester, OH	—	—	3,414
Columbus, TX	—	—	1,422
Benton Harbor, MI	—	—	491
Omaha, NE	—	—	742
Searcy, AR	—	500	1,898
Cathlamet, WA	—	—	93
Methuen, MA	—	—	41
Willmar, MN	862	—	—
Jasper, TX	1,479	—	—
	$ 2,341	$ 500	$ 11,117

(1) Included in discontinued operations and other expenses

Buildings and building improvements are recorded at cost and have been assigned useful lives up to 40-years and are depreciated on the straight-line method. Personal property, furniture, and equipment have been assigned estimated useful lives up to 10 years and are depreciated on the straight-line method.

The Company may advance monies to its lessees for the purchase, generally, of furniture, fixtures, or equipment or other purposes. Required minimum lease payments due from the lessee increase to provide for the repayment of such amounts over a stated term. These advances in the instance where the depreciable life of the newly purchased asset is less than the remaining lease term are reflected as loan receivables on the consolidated balance sheets, and the incremental lease payments are bifurcated between principal and interest over the stated term. In the instance where the depreciable life of the newly purchased assets is longer than the remaining

lease term, the purchase is recorded as property when such assets are deemed to be owned by the Company. In other instances, explicit secured loans are made to lessees for working capital and other funding needs and provide for monthly principal and interest payments generally ranging from five to 10 years.

Purchase Accounting

The Company allocates the purchase price of facilities between net tangible and identified intangible assets acquired and liabilities assumed as a result of the Company purchasing the business and subsequently leasing the business to unrelated third party operators. The Company makes estimates of the fair value of the tangible and intangible assets and acquired liabilities using information obtained from multiple sources as a result of preacquisition due diligence, marketing, leasing activities of the Company's operator base, industry surveys of critical valuation metrics such as capitalization rates, discount rates and leasing rates and appraisals (Level 3). The Company allocates the purchase price of facilities to net tangible and identified intangible assets and liabilities acquired based on their fair values in accordance with the provisions of ASC 805, *Business Combinations* (ASC 805). The determination of fair value involves the use of significant judgment and estimation.

The Company determines fair values as follows:

- Real estate investments are valued using discounted cash flow projections that assume certain future revenue and costs and consider capitalization and discount rates using current market conditions.
- The Company allocates the purchase price of facilities to net tangible and identified intangible assets acquired and liabilities assumed based on their fair values.
- Other assets acquired and other liabilities assumed are valued at stated amounts, which approximate fair value.
- Assumed debt balances are valued at fair value, with the computed discount/premium amortized over the remaining term of the obligation.

The Company determines the value of land based on third party appraisals. The fair value of in-place leases, if any, reflects: (i) above and below-market leases, if any, determined by discounting the difference between the estimated current market rent and the in-place rentals, the resulting intangible asset or liability of which is amortized to rental revenue over the remaining life of the associated lease plus any fixed rate renewal periods if applicable; (ii) the estimated value of the cost to obtain operators, including operator allowances, operator improvements, and leasing commissions, which is amortized over the remaining life of the associated lease; and (iii) an estimated value of the absorption period to reflect the value of the rents and recovery costs foregone during a reasonable lease-up period as if the acquired space was vacant, which is amortized over the remaining life of the associated lease. The Company also estimates the value of operator or other customer relationships acquired by considering the nature and extent of existing business relationships with the operator, growth prospects for developing new business with such operator, such operator's credit quality, expectations of lease renewals with such operator, and the potential for significant, additional future leasing arrangements with such operator. The Company amortizes such value, if any, over the expected term of the associated arrangements or leases, which would include the remaining lives of the related leases. The amortization is included in the consolidated statements of operations and comprehensive income in rental income (above/below-market leases) or depreciation and amortization expense (in-place lease assets). Generally, the Company's purchase price allocation of the purchased business and subsequent leasing of the business to unrelated third party operators does not include an allocation to any intangible assets or intangible liabilities, as they are either immaterial or do not exist.

Revenue Recognition

Rental income is recognized on a straight-line basis over the term of the lease when collectability is reasonably assured. Differences between rental income earned and amounts due under the lease are charged or credited, as applicable, to straight-line rent receivable, net. Income recognized from this policy is titled straight-line rental income. Additional rents from expense reimbursements for insurance, real estate taxes and certain other expenses are recognized in the period in which the related expenses are incurred and the net impact is reflected in rental income on the consolidated statements of operations and comprehensive income.

Below is a summary of the components of rental income for the years ended December 31, 2014, 2013 and 2012 (in thousands):

	2014	2013	2012
Cash rental income	$ 172,493	$ 130,666	$ 112,068
Straight-line rental income, net	4,788	4,478	7,656
Rental income from intangible amortization , net	666	1,369	1,486
Total rental income	$ 177,947	$ 136,513	$ 121,210

During the years ended December 31, 2014, 2013, and 2012 straight-line rental income (loss) includes a write-off (expense) of straight-line rent receivable, net of approximately $1.5 million, $2.9 million, and $1.5 million, respectively, due to the early termination of leases and replacement of operators.

The Company's reserve for uncollectible operator receivables is included as a component of reserve for uncollectible loan and other receivables in the consolidated statements of operations and comprehensive income. The amount incurred during the years ended December 31, 2014, 2013, and 2012 was $0.1 million, $0.1 million, and $10.3 million, respectively.

Lease Accounting

The Company, as lessor, makes a determination with respect to each of its leases whether they should be accounted for as operating leases or direct financing leases. The classification criteria is based on estimates regarding the fair value of the leased facilities, minimum lease payments, effective cost of funds, the economic life of the facilities, the existence of a bargain purchase option, and certain other terms in the lease agreements. Payments received under operating leases are accounted for in the statements of operations and comprehensive income as rental income for actual rent collected plus or minus a straight-line adjustment for minimum lease escalators. Assets subject to operating leases are reported as real estate investments in the consolidated balance sheets. For facilities leased as direct financing arrangements, an asset equal to the Company's net initial investment is established on the balance sheet titled assets under direct financing leases. Payments received under the financing lease are bifurcated between interest income and principal amortization to achieve a consistent yield over the stated lease term using the interest method. Principal amortization (accretion) is reflected as an adjustment to the asset subject to a financing lease.

All of the Company's leases contain fixed or formula-based rent escalators. To the extent that the escalator increases are tied to a fixed index or rate, lease payments are accounted for on a straight-line basis over the life of the lease.

Deferred Finance Costs

Deferred finance costs are being amortized using the straight-line method, which approximates the interest method, over the term of the respective underlying debt agreement.

Loan Receivables

Loan receivables consist of mortgage loans, capital improvement loans and working capital loans to operators. Mortgage loans represent the financing provided by the Company to operators or owners that are secured by mortgages on real property. Capital improvement loans represent the financing provided by the Company to perform certain capital improvements and/or to acquire furniture, fixtures, and equipment while the operator is operating the facility. Working capital loans to operators represent financing provided by the Company to operators for working capital needs that are secured with non-mortgage collateral or that are unsecured. Loan receivables are carried at their principal amount outstanding. Management periodically evaluates outstanding loans and notes receivable for collectability on a loan-by-loan basis. When management identifies potential loan impairment indicators, such as nonpayment under the loan documents, impairment of the underlying collateral, financial difficulty of the operator, or other circumstances that may impair full execution of the loan documents, and management believes it is probable that all amounts will not be collected under the contractual terms of the loan, the loan is written down to the present value of the expected future cash flows. Loan impairment is monitored via a quantitative and qualitative analysis including credit quality indicators and it is reasonably possible that a change in estimate could occur in the near term. As of December 31, 2014 and 2013, respectively, loan receivable reserves amounted to approximately $3.4 million and $0 million, respectively. No other circumstances exist that would suggest that additional reserves are necessary at the balance sheet dates other than as disclosed in Footnote 5.

Stock-Based Compensation

The Company follows ASC 718— *Stock Compensation* ("ASC 718") in accounting for its share-based payments. This guidance requires measurement of the cost of employee services received in exchange for stock compensation based on the grant-date fair value of the employee stock awards. This cost is recognized as compensation expense ratably over the employee's requisite service period. Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized when incurred. Additionally, the Company must make estimates regarding employee forfeitures in determining compensation expense. Subsequent changes in actual experience are monitored and estimates are updated as information is available. The non-cash stock-based compensation expense incurred by the Company through December 31, 2014 is summarized in Footnote 15.

Fair Value of Financial Instruments

ASC 820, *Fair Value Measurements and Disclosures* (ASC 820), establishes a three-level valuation hierarchy for disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels are defined as follows:

- Level 1—Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets;

- Level 2—Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument; and

- Level 3—Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The Company's interest rate swaps were valued using models developed by the respective counterparty that use as their basis readily observable market parameters and are classified within Level 2 of the valuation hierarchy. As of December 31, 2014, the Company has no outstanding swaps.

Cash and cash equivalents and derivative financial instruments are reflected in the accompanying consolidated balance sheets at amounts considered by management to reasonably approximate fair value. Management estimates the fair value of its long-term debt using a discounted cash flow analysis based upon the Company's current borrowing rate for debt with similar maturities and collateral securing the indebtedness. The Company had outstanding secured loans, unsecured notes payable, and a line of credit with a carrying value of approximately $1.2 billion and $686.4 million as of December 31, 2014 and 2013, respectively. The fair values of debt as of December 31, 2014 and 2013 were $1.2 billion and $705.8 million, respectively, based upon interest rates available to the Company on similar borrowings (Level 3). Management estimates the fair value of its loan receivables using a discounted cash flow analysis based upon the Company's current interest rates for loan receivables with similar maturities and collateral securing the indebtedness. The Company had outstanding loan receivables with a carrying value of approximately $42.7 million and $41.7 million as of December 31, 2014 and 2013, respectively. The fair values of loan receivables as of December 31, 2014 and 2013 approximate their carrying value based upon interest rates available to the Company on similar borrowings.

Derivative Instruments

In the normal course of business, a variety of financial instrument are used to manage or hedge interest rate risk. The Company has implemented ASC 815, *Derivatives and Hedging* (ASC 815), which establishes accounting and reporting standards requiring that all derivatives, including certain derivative instruments embedded in other contracts, be recorded as either an asset or liability measured at their fair value unless they qualify for a normal purchase or normal sales exception. When specific hedge accounting criteria are not met, ASC 815 requires that changes in a derivative's fair value be recognized currently in earnings. Changes in the fair market values of the Company's derivative instruments are recorded in the consolidated statements of operations and comprehensive income if the derivative does not qualify for or the Company does not elect to apply hedge accounting. If the derivative is deemed to be eligible for hedge accounting, such changes are reported in accumulated other comprehensive income within the consolidated statement of changes in equity, exclusive of ineffectiveness amounts, which are recognized as adjustments to net income. All of the changes in the fair market values of our derivative instruments are recorded in the consolidated statements of operations and comprehensive income for our interest rate swaps that were terminated in September 2010. In November 2010, the Company entered into two interest rate swaps (which were settled at the IPO) and account for changes in fair value of such hedges through accumulated other comprehensive (loss) income in equity in our financial statements via hedge accounting. Derivative contracts are not entered into for trading or speculative purposes. Furthermore, the Company has a policy of only entering into contracts with major financial institutions based upon their credit rating and other factors. Under certain circumstances, the Company may be required to replace a counterparty in the event that the counterparty does not maintain a specified credit rating. As of December 31, 2014 and 2013, the Company has no outstanding derivative instruments.

Income Taxes

For federal income tax purposes, the Company elected, with the filing of its initial Form 1120 REIT, U.S. Income Tax Return for U.S. Real Estate Investment Trusts, to be taxed as a Real Estate Investment Trust (REIT) effective as of September 2010. To qualify as a REIT, the Company must meet certain organizational, income, asset and distribution tests. The Company currently is in compliance with these requirements and intends to maintain REIT status. If the Company fails to qualify as a REIT in any taxable year, the Company will be subject to federal income taxes at regular corporate rates (including any applicable alternative minimum tax) and may not elect REIT status for four subsequent years. However, the Company may still be subject to federal excise tax. In addition, the Company may be subject to certain state and local income and franchise taxes. Historically, the Company and its predecessor have generally only incurred certain state and local income and franchise taxes, but these amounts were immaterial in each of the periods presented. Prior to September 2010, the Partnership was a limited partnership and the consolidated operating results were included in the income tax returns of the individual partners. No uncertain income tax positions exist as of December 31, 2014 and 2013, respectively.

Noncontrolling Interests—Operating Partnership / Partnership Units

Noncontrolling interests—operating partnership, as presented on AVIV's consolidated balance sheets, represent OP units held by individuals and entities other than AVIV.

Noncontrolling interests—operating partnership, which can be settled by issuance of unregistered shares, are reported in the equity section of the consolidated balance sheets of AVIV. They are adjusted for income, losses and distributions allocated to OP units not held by AVIV. Adjustments to noncontrolling interests – operating partnership are recorded to reflect increases or decreases in the ownership of the Partnership by holders of OP units as a result of the redemptions of OP units for cash or in exchange for shares of AVIV's common stock.

Prior to the IPO, the capital structure of our operating partnership consisted of six classes of partnership units, each of which had different capital accounts and each of which was entitled to different distributions. In connection with the IPO, each class of units of the Partnership was converted into an aggregate of 11,938,420 OP units held by limited partners of the Partnership. As of December 31, 2014, there were 10,272,374 of OP units outstanding.

Earnings Per Share of the REIT

Basic earnings per share is calculated by dividing the net income allocable to common shares for the period by the weighted average number of common shares outstanding during the period. Diluted earnings per share is calculated by dividing the net income for the period by the weighted average number of common and dilutive securities outstanding during the period.

Earnings Per Unit of the Partnership

Basic earnings per unit is calculated by dividing the net income allocable to units for the period by the weighted average number of OP units outstanding during the period. Diluted earnings per unit is calculated by dividing the net income allocable to OP units for the period by the weighted average number of units and dilutive securities outstanding during the period.

Risks and Uncertainties

The Company is subject to certain risks and uncertainties affecting the healthcare industry as a result of healthcare legislation and continuing regulation by federal, state, and local governments. Additionally, the Company is subject to risks and uncertainties as a result of changes affecting operators of nursing home facilities due to the actions of governmental agencies and insurers to limit the growth in cost of healthcare services.

Discontinued Operations

In accordance with ASC 205-20, *Presentation of Financial Statements-Discontinued Operations* (ASC 205-20), the results of operations related to the actual or planned disposition of rental properties are reflected in the consolidated statements of operations and comprehensive income as discontinued operations for all periods presented prior to the Company's adoption of ASU No. 2014-08 on January 1, 2014.

Recent Accounting Pronouncements

In April 2014, the FASB issued ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity* (ASU No. 2014-08). ASU No. 2014-08 changes the definition of a discontinued operation to include only those disposals of components of an entity that represent a strategic shift that has (or will have) a major effect on an entity's operations and financial results. ASU No. 2014-08 is effective prospectively for fiscal years beginning after December 15, 2014 and is available for early adoption as of January 1, 2014. The Company adopted the provisions of ASU No. 2014-08 as of January 1, 2014 and incorporated the provisions of this update to its consolidated financial statements upon adoption. The adoption of ASU No. 2014-08 did not have a material impact on the Company's financial condition or results of operations.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which creates a new topic, Accounting Standards Codification Topic 606 (Topic 606). The standard is principle-based and provides a five-step model to determine when and how revenue is recognized. The core principle is that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This standard is effective for interim or annual periods beginning after December 15, 2016 and allows for either full retrospective or modified retrospective adoption. Early adoption of this standard is not allowed. The Company is currently evaluating the impact the adoption of Topic 606 will have on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements - Going Concern*. This update provide guidance about management's responsibilities to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures in certain circumstances. An entity's management, in connection with the preparation of financial statements, to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued. Management's evaluation should be based on relevant conditions and events that are known or reasonably knowable at the date the financial statements are issued. When management identifies conditions or events that raise

substantial doubt about an entity's ability to continue as a going concern, the entity should disclose information that enables users of the financial statements to understand all of the following: (1) principal conditions or events that raised substantial doubt about the entity's ability to continue as a going concern (before consideration of management's plans); (2) management's evaluation of the significance of those conditions or events in relation to the entity's ability to meet its obligations; and (3) management's plans that alleviated substantial doubt about the entity's ability to continue as a going concern or management's plans that are intended to mitigate the conditions or events that raise substantial doubt about the entity's ability to continue as a going concern. ASU No. 2014-15 is effective for interim and annual reporting periods after December 15, 2016 and early application is permitted. The Company is currently assessing this guidance for future implementation.

3. Omega Merger

On October 31, 2014, AVIV announced that our Board of Directors had unanimously approved a definitive merger agreement with Omega Healthcare Investors, Inc. (NYSE: OHI) (Omega) pursuant to which Omega will acquire all of the outstanding shares of AVIV in a stock-for-stock merger. Under the terms of the agreement, AVIV shareholders will receive a fixed exchange ratio of 0.90 Omega shares for each share of AVIV common stock they own.

Completion of the transaction is subject to satisfaction of customary closing conditions, including the approval of stockholders of both companies. The transaction is currently expected to close in the first half of 2015.

On February 2, 2015, AVIV announced that it has set the date of its special meeting of stockholders to consider and vote on, among other things, a proposal to approve its previously announced merger with Omega. The special meeting will be held on Friday, March 27, 2015. AVIV stockholders of record as of the close of business on February 12, 2015 will be entitled to receive notice of and to participate at the special meeting.

Additional information about the proposed merger transaction and the special meeting of stockholders to consider and vote on, among other things, a proposal to approve the proposed merger transaction, is included in the preliminary joint proxy statement/prospectus filed by Omega with the Securities and Exchange Commission (the SEC) on January 5, 2015, as amended on February 17, 2015 and the definitive joint proxy statement/prospectus which was mailed to stockholders of record after the related registration statement was declared effective by the SEC.

4. Real Estate Assets

The Company had the following acquisitions during the years ended December 31, 2014, 2013 and 2012 as described below:

2014 Acquisitions

Month Acquired	Property Type	Location	Purchase Price *(in thousands)*
January	SNF/ALF/ILF	MN	$ 40,000
January	SNF	TX	15,920
March	SNF	IA	13,500
March	SNF	KY	35,000
April	SNF	FL	6,000
April	SNF	TX	53,700
May	SNF	TX	3,600
May	SNF	CA	13,350
June	SNF	KY	6,000
July	SNF	MO	16,200
July	SNF	MA	32,000
July	SNF/ALF	MA	50,000
September	SNF/ALF	WA/ID	83,600
October	SNF	KY	4,600
October	SNF	TX	28,500
December	SNF/ALF/ILF/MOB	OH/MI/NC/IN/VA	305,000
			706,970
February	Land Held for Development	TX	2,110
July	Land Held for Development	MA	12,288
October	Land Held for Development	OH	1,250
December	Land Held for Development	OH	750
			$ 723,368

2013 Acquisitions

Month Acquired	Property Type	Location	Purchase Price *(in thousands)*
April	Traumatic Brain Injury	CA	$ 779
April	Traumatic Brain Injury	CA	697
April	SNF	TX	2,400
April	Medical Office Building	IN	1,200
May	SNF	OH	14,350
June	SNF	OK	6,200
August	SNF	KY	9,000
September	SNF	TX	3,450
October	ALF	FL	13,000
October	SNF	OH/IN	35,900
November	SNF	OH	41,000
November	SNF	AR	1,162
December	Hospital	IN	9,300
December	SNF/ALF/Long-Term Acute Care	OH	35,600
December	SNF	TX	13,000
December	SNF	IL	7,000
December	SNF	TX	3,350
			197,388
May	Land Parcel in Development	CT	2,400
			$ 199,788

2012 Acquisitions

Month Acquired	Property Type	Location	Purchase Price *(in thousands)*
January	Land Parcel	OH	$ 275
March	SNF	NV	4,800
March	SNF	OH	2,500
March	SNF/ALF	IA/NE	16,200
April	SNF	TX	72,700
April	ALF	FL	4,936
May	Land Parcel	TX	60
May	ALF	WI	2,500
June	ALF	CT	16,000
July	LTAC	IN	8,400
August	SNF	ID	6,000
September	Traumatic Brain Injury	CA	1,162
September	SNF	KY	9,925
October	SNF	WI	7,600
November	SNF	TX	5,000
November	ALF	FL	14,100
December	Traumatic Brain Injury	CA	975
December	SNF	OH	7,600
December	SNF/ALF	OK	3,500
			184,233
December	Land Parcel in Development	TX	93
			$ 184,326

On July 10, 2014, the Company acquired three properties and two land parcels in Massachusetts for a purchase price of $94.3 million. Sidney and Evelyn Insoft, the parents of Steven Insoft, the Company's President and Chief Operating Officer, jointly hold a 50% equity interest in the sellers of the properties, representing a gross economic interest in the sale of approximately $47.1 million. The Company believes that the terms of the acquisition were fair and reasonable and reflect terms that the Company would expect to obtain in an arm's length transaction for comparable properties.

The following table illustrates the effect on total revenues and net income as if the Company had consummated the acquisitions as of January 1, 2013 (in thousands, unaudited):

	For the Year Ended December 31,	
	2014	2013
Total revenues	$ 231,166	$ 212,541
Net income	77,881	68,362

For the year ended December 31, 2014, revenues attributable to the acquired assets were approximately $24.4 million and net income attributable to the acquired assets was approximately $12.6 million recognized in the consolidated statements of operations and comprehensive income.

Transaction-related costs are not expected to have a continuing significant impact on our financial results and therefore have been excluded from these pro forma results. Related to the above business combinations, the Company incurred $4.8 million and $1.2 million of transaction costs for the year ended December 31, 2014 and 2013, respectively.

In accordance with ASC 805, the Company allocated the approximate net purchase price paid for these properties acquired as follows:

	2014	2013	2012
		(in thousands)	
Land	$ 50,231	$ 21,066	$ 20,831
Buildings and improvements	614,193	163,634	148,307
Furniture, fixtures and equipment	42,039	12,688	15,188
Construction in progress and land held for development	16,398	2,400	—
Above market leases	122	—	—
Lease intangibles	385	—	—
Mortgages and other notes payable assumed	—	—	(11,460)
Borrowings and available cash	$ 723,368	$ 199,788	$ 172,866

For the business combinations in 2014, 2013 and 2012, other than the acquisition in December 2014 for a purchase price of $305.0 million, the Company's purchase price allocation of the purchased business and subsequent leasing of the business to unrelated third party operators does not include an allocation to any intangible assets or intangible liabilities, as these amounts are either immaterial or do not exist.

The Company considers renewals on above- or below-market leases when ascribing value to the in-place lease intangible liabilities at the date of a property acquisition. In those instances where the renewal lease rate pursuant to the terms of the lease does not adjust to a current market rent, the Company evaluates whether the stated renewal rate is above or below current market rates and considers the past and current operations of the property, the current rent coverage ratio of the operator, and the number of years until potential renewal option exercise. If renewal is considered probable based on these factors, an additional lease intangible liability is recorded at acquisition and amortized over the renewal period.

Dispositions

For the year ended December 31, 2014, the Company disposed of eight properties for a total sales price of $2.4 million, and the Company recognized a net loss on sale of approximately $2.5 million. The total sales price and net gain are net of transaction costs incurred in relation to the closings at the time of disposition.

For the year ended December 31, 2013, the Company disposed of six properties, one vacant land parcel and certain other assets for a total sales price of $16.3 million, and the Company recognized a net gain on sale of approximately $1.0 million. The total sales price and net gain are net of transaction costs incurred in relation to the closings at the time of disposition.

For the year ended December 31, 2012, the Company disposed of seven properties and one vacant land parcel for a total sales price of $36.2 million and the Company recognized a net gain on sale of approximately $4.4 million (included in discontinued operations). The total sales price and net gain are net of transaction costs incurred in relation to the closings at the time of disposition.

The following summarizes the Company's construction in progress and land held for development at December 31 (in thousands):

	2014	2013	2012
Beginning Balance, January 1	$ 23,292	$ 4,576	$ 28,293
Additions	41,555	20,467	25,428
Sold	—	—	(8,038)
Placed in service	(41,697)	(1,751)	(41,107)
	$ 23,150	$ 23,292	$ 4,576

During 2014, 2013 and 2012 the Company capitalized expenditures for improvements related to various construction and reinvestment projects. In 2014, the Company placed into service eight completed investment projects at eight properties located in California, Connecticut, Pennsylvania, Texas and Indiana. In 2013, the Company placed into service one completed investment project at one property located in California. In 2012, the Company placed into service three additions and two remodels to three properties located in Washington and two development properties located in Connecticut. In accordance with ASC 835 *Capitalization of Interest* (ASC 835), the Company capitalizes interest based on the average cash balance of construction in progress for the period using the weighted-average interest rate on all outstanding debt, which approximated 5.1% for the year ended December 31, 2014. The balance of capitalized interest within construction in progress at December 31, 2014, 2013 and 2012 was $16,000, $0.8 million, and $0.1 million, respectively. The amount capitalized during the year ended December 31, 2014, 2013 and 2012, relative to interest incurred was $0.7 million, $0.8 million, and $1.1 million, respectively.

5. Loan Receivables

The following summarizes the Company's loan receivables, net activity during the years ended December 31, 2014 and 2013 (in thousands):

	2014				2013			
	Mortgage Loans	Capital Improvement Loans	Working Capital Loans	Total Loans	Mortgage Loans	Capital Improvement Loans	Working Capital Loans	Total Loans
Beginning balance	$ 28,316	$ 4,580	$ 8,790	$ 41,686	$ 16,690	$ 6,250	$ 9,699	$ 32,639
New loans issued	—	—	11,893	11,893	9,520	—	1,069	10,589
Existing loans funded	5,908	—	6,575	12,483	3,234	(83)	—	3,151
Reserve for uncollectible loans	—	—	(3,406)	(3,406)	—	—	—	—
Loan write offs	—	—	—	—	—	—	(11)	(11)
Loan amortization and repayments	(9,846)	(1,282)	(8,831)	(19,959)	(1,128)	(1,587)	(1,967)	(4,682)
	$ 24,378	$ 3,298	$ 15,021	$ 42,697	$ 28,316	$ 4,580	$ 8,790	$ 41,686

Interest income on loans and financing leases for the years ended December 31, 2014, 2013 and 2012 (in thousands):

	2014	2013	2012
Mortgage loans	$ 1,816	$ 1,692	$ 1,104
Capital improvement loans	465	691	1,386
Working capital loans	730	561	704
Direct financing lease	1,472	1,456	1,439
	$ 4,483	$ 4,400	$ 4,633

The Company's reserve on a loan-by-loan basis for uncollectible loan receivables balances at December 31, 2014 and 2013 was approximately $3.4 million and $0 million, respectively and any movement in the reserve is reflected in reserve for uncollectible loan and other receivables in the consolidated statements of operations and comprehensive income. The gross balance of loan receivables for which a reserve on a loan-by-loan basis for uncollectible loan receivables has been applied was approximately $3.4 million and $0 million, at December 31, 2014 and 2013, respectively.

During 2014 and 2013, the Company funded loans for both working capital and capital improvement purposes to various operators. All loans held by the Company accrue interest and are recorded as interest income unless the loan is deemed impaired in accordance with Company policy. The payments received from the operator cover both interest accrued as well as amortization of the principal balance due. Any payments received from the operator made outside of the normal loan amortization schedule are considered principal prepayments and reduce the outstanding loan receivables balance.

6. Deferred Finance Costs

The following summarizes the Company's deferred finance costs at December 31, 2014 and 2013 (in thousands):

	2014	2013
Gross amount	$ 27,902	$ 21,881
Accumulated amortization	(8,878)	(5,238)
Net	$ 19,024	$ 16,643

The estimated annual amortization of the deferred finance costs for each of the five succeeding years is as follows (in thousands):

2015	$ 4,412
2016	4,412
2017	4,412
2018	3,281
2019	1,301
Thereafter	1,206
Total	$ 19,024

During the year ended December 31, 2014, the Company wrote-off deferred financing costs of approximately $0.8 million with approximately $0.3 million of accumulated amortization associated with the pay downs of previous credit facilities for a net recognition as loss on extinguishment of debt of approximately $0.5 million.

During the year ended December 31, 2013, the Company wrote-off deferred financing costs of approximately $9.7 million with approximately $4.6 million of accumulated amortization associated with the pay downs of previous credit facilities for a net recognition as loss on extinguishment of debt of approximately $5.1 million.

7. Intangible Assets and Liabilities

The following summarizes the Company's intangible assets and liabilities classified as part of other assets or other liabilities at December 31, 2014 and 2013, respectively (in thousands):

	Assets					
	2014			2013		
	Gross Amount	Accumulated Amortization	Net	Gross Amount	Accumulated Amortization	Net
Above market leases	$ 5,634	$ (2,926)	$ 2,708	$ 6,437	$ (3,452)	$ 2,985
In-place lease assets	1,037	(208)	829	652	(130)	522
Operator relationship	212	(51)	161	212	(34)	178
	$ 6,883	$ (3,185)	$ 3,698	$ 7,301	$ (3,616)	$ 3,685

	Liabilities					
	2014			2013		
	Gross Amount	Accumulated Amortization	Net	Gross Amount	Accumulated Amortization	Net
Below market leases	$ 12,933	$ (6,435)	$ 6,498	$ 17,623	$ (10,059)	$ 7,564

Amortization expense for in-place lease assets and operator relationship was $0.1 million, $0.1 million, and $0.1 million for the years ended December 31, 2014, 2013, and 2012 and is included as a component of depreciation and amortization in the consolidated statements of operations and comprehensive income. Amortization expense for the above market leases intangible asset for the years ended December 31, 2014, 2013, and 2012 was approximately $0.4 million, $0.5 million, $0.6 million, respectively, and is included as a component of rental income in the consolidated statements of operations and comprehensive income. Accretion for the below market leases intangible liability for the years ended December 31, 2014, 2013, and 2012 was approximately $1.1 million, $1.9 million, $2.0 million, respectively, and is included as a component of rental income in the consolidated statements of operations and comprehensive income.

For the year ended December 31, 2014, the Company wrote-off above market leases intangible assets of approximately $0.9 million with accumulated amortization of approximately $0.9 million, and below market leases intangible liabilities of approximately $4.7 million with accumulated accretion of approximately $4.7 million, for a net recognition of $0 in rental income from intangible amortization. These write-offs were the result of fully amortized assets and fully accreted liabilities.

For the year ended December 31, 2013, the Company wrote-off above market leases intangible assets of approximately $0.2 million with accumulated amortization of approximately $0.2 million, and below market leases intangible liabilities of approximately $8.0 million with accumulated accretion of approximately $8.0 million, for a net recognition of $0 in rental income from intangible amortization. These write-offs were the result of fully amortized assets and fully accreted liabilities.

For the year ended December 31, 2012, the Company wrote-off above market leases intangible assets of approximately $0.9 million with accumulated amortization of approximately $0.7 million, and below market leases intangible liabilities of approximately $0.8 million with accumulated accretion of approximately $0.7 million, for a net recognition of approximately $19,000 gain in rental income from intangible amortization, respectively.

The estimated annual amortization expense of the identified intangibles for each of the five succeeding years and thereafter is as follows:

Year ending December 31,	Assets	Liabilities
2015	$ 695	$ 891
2016	407	868
2017	341	726
2018	341	721
2019	341	721
Thereafter	1,573	2,571
	$ 3,698	$ 6,498

8. Leases

As of December 31, 2014, the Company's portfolio of investments consisted of 346 healthcare facilities, located in 30 states and operated by 37 third party operators. At December 31, 2014, approximately 53.8% (measured as a percentage of total assets) were leased by five private operators: Laurel (15.6%), Maplewood (11.5%), Saber (9.3%), EmpRes (9.1%), and Fundamental (8.3%). No other operator represents more than 7.7% of our total assets. The five states in which the Company had its highest concentration of total assets were Ohio (15.5%), Texas (15.2%), California (8.8%), Michigan (6.3%), and Connecticut (5.8%), at December 31, 2014.

For the year ended December 31, 2014, the Company's rental income from operations totaled approximately $177.9 million, of which approximately $22.7 million was from Daybreak Healthcare (12.8%), $21.8 million from Saber Health Group (12.3%), and $14.9 million from EmpRes (8.4%). No other operator generated more than 8.0% of the Company's rental income from operations for the year ended December 31, 2014.

The Company's real estate investments are leased under noncancelable triple-net operating leases. Under the provisions of the leases, the Company receives fixed minimum monthly rentals, generally with annual increases, and the operators are responsible for the payment of all operating expenses, including repairs and maintenance, insurance, and real estate taxes of the property throughout the term of the leases.

At December 31, 2014, future minimum annual rentals to be received under the noncancelable lease terms are as follows (in thousands):

2015	$ 220,134
2016	222,386
2017	222,473
2018	215,592
2019	204,341
Thereafter	976,513
	$ 2,061,439

9. Debt

The Company's secured loans, unsecured notes payable and line of credit consisted of the following (in thousands):

	December 31, 2014	December 31, 2013
HUD loan (interest rate of 5.00% on December 31, 2014 and 2013), inclusive of a $2.3 and $2.4 million premium balance at December 31, 2014 and 2013, respectively)	$ 13,418	$ 13,654
2019 Notes (interest rate of 7.75% on December 31, 2014 and 2013), inclusive of $2.3 and $2.8 million net premium balance, respectively	402,292	402,752
2021 Notes (interest rate of 6.00% on December 31, 2014 and 2013)	250,000	250,000
Credit Facility (interest rate of 1.96% on December 31, 2014)	355,000	—
Revolving Credit Facility (interest rate of 2.52% on December 31, 2013)	—	20,000
Term Loan (interest rate of 4.00% on December 31, 2014)	180,000	—
Total	$ 1,200,710	$ 686,406

In conjunction with the IPO on March 26, 2013, the Company under Aviv Financing I repaid the outstanding balance of a term loan and an acquisition credit line and under Aviv Financing V repaid the outstanding balance of a 2016 revolver in the amounts of $191.2 million, $18.9 million, and $94.4 million, respectively. The Company paid $2.2 million in prepayment penalties which is included in loss on extinguishment of debt on the consolidated statements of operations and comprehensive income for the year ended December 31, 2013.

2019 Notes

On February 4, 2011, April 5, 2011, and March 28, 2012 Aviv Healthcare Properties Limited Partnership and Aviv Healthcare Capital Corporation (the Issuers) issued $200 million, $100 million and $100 million of 7 3/4% Senior Notes due in 2019 (the 2019 Notes), respectively. The REIT is a guarantor of the Issuers' 2019 Notes. The 2019 Notes are unsecured senior obligations of the Issuers and will mature on February 15, 2019, and bear interest at a rate of 7.75% per annum, payable semiannually to holders of record at the close of business on the February 1 or the August 1 immediately preceding the interest payment date on February 15 and August 15 of each year, commencing August 15, 2011. A premium of approximately $2.75 million and $1.0 million was associated with the offering of the $100 million of 2019 Notes on April 5, 2011 and the $100 million of 2019 Notes on March 28, 2012, respectively. The premium will be amortized as an adjustment to the yield on the 2019 Notes over their term. The Company used the proceeds, amongst other things, to pay down the outstanding balance of previous credit facilities during 2012.

2021 Notes

On October 16, 2013, the Issuers issued $250 million of 6% Senior Notes due in 2021 (2021 Notes). The REIT is a guarantor of the Issuers' 2021 Notes. The 2021 Notes are unsecured senior obligations of the Issuers and will mature on October 16, 2021, and bear interest at a rate of 6.00% per annum, payable semiannually to holders of record at the close of business on the April 1 or the October 1 immediately preceding the interest payment date on April 15 and October 15 of each year, commencing April 15, 2014. The Company used the net proceeds, amongst other things, to pay down approximately $135.0 million of the outstanding indebtedness under the Revolving Credit Facility during 2013.

Credit Facility

On March 26, 2013, the Company, through Aviv Financing IV, entered into a $300 million secured revolving credit facility and $100 million term loan with Bank of America, N.A. (collectively, the Revolving Credit Facility). On April 16, 2013, the Company converted the entire $100 million term loan into a secured revolving credit facility, thereby terminating the term loan and any availability thereunder and increasing the amount available under the secured revolving credit facility from $300 million to $400 million. On each payment date, the Company paid interest only in arrears on any outstanding principal balance. The interest rate was based on LIBOR plus a margin of 235 basis points to 300 basis points depending on the Company's leverage ratio. Additionally, an unused fee equal to 50 basis points per annum of the daily unused balance on the Revolving Credit Facility was payable quarterly in arrears.

On May 14, 2014, the Company terminated the Revolving Credit Facility and, through the Partnership, entered into a new $600 million unsecured revolving credit facility (the Credit Facility). The Credit Facility has an interest rate that ranges from 170 to 225 basis points over LIBOR depending on the Company's consolidated leverage and a maturity date of May 14, 2018. The Credit Facility can be extended for an additional year at the Company's option, subject to the satisfaction of certain conditions, and contains an accordion feature increasing the borrowing capacity to $800 million. As of December 31, 2014, the Credit Facility had a balance of $355.0 million.

Term Loan

On December 17, 2014, the Company, through Aviv Financing VI, entered into a $180 million secured term loan (Term Loan) with General Electric Capital Corporation. On each payment date, the Company pays interest only in arrears on any outstanding principal balance until February 1, 2017 when principal and interest will be paid in arrears based on a thirty year amortization schedule. The interest rate is based on LIBOR, with a floor of 50 basis points, plus a margin of 350 basis points. The interest rate at December 31, 2014 was 4.00%. The initial term expires in December 2019 with the full balance of the loan due at that time.

Other Loans

On June 15, 2012, a subsidiary of Aviv Financing III assumed a HUD loan with a balance of approximately $11.5 million. Interest is at a fixed rate of 5.00%. The loan originated in November 2009 with a maturity date of October 1, 2044, and is based on a 35-year amortization schedule. The Company is obligated to pay the remaining principal and interest payments of the loan. A premium of $2.5 million was associated with the assumption of debt and will be amortized as an adjustment to interest expense on the HUD loan over its term.

Future annual maturities of all debt obligations for five fiscal years subsequent to December 31, 2014 and thereafter, are as follows (in thousands):

2015	$ 165
2016	174
2017	2,204
2018	357,527
2019	575,846
Thereafter	260,165
	1,196,081
Debt premiums	4,629
	$ 1,200,710

10. Related Party Receivables and Payables

Related party receivables and payables represent amounts due from/to various affiliates of the Company. An officer of the Company funded approximately $2.0 million at December 31, 2012 in connection with the distribution settlement (see Footnote 12). There are no related party receivables or payables as of December 31, 2014 and 2013.

11. Derivatives

During the periods presented, the Company was party to two interest rate swaps, with identical terms of $100.0 million each, which were purchased to fix the variable interest rate on the denoted notional amount under the Term Loan. On March 26, 2013, in connection with the pay down of the Term Loan, the Company settled all interest rate swaps at a fair value of $3.6 million and such amount previously recorded in accumulated other comprehensive income (loss) was recorded within loss on extinguishment of debt in the consolidated statements of operations and comprehensive income. The interest rate swaps qualified for hedge accounting and as such the amounts previously recorded in accumulated other comprehensive income in the consolidated statement of changes in equity were reversed. For presentational purposes they are shown as one derivative due to the identical nature of their economic terms.

The derivative positions were valued using models developed by the respective counterparty that used as their basis readily observable market parameters (such as forward yield curves) and were classified within Level 2 of the valuation hierarchy. The Company considered its own credit risk as well as the credit risk of its counterparties when evaluating the fair value of its derivatives. As of December 31, 2014 and 2013, there are no derivative instruments outstanding.

12. Commitments and Contingencies

The Company has contractual arrangements with three operators in six of its facilities to reimburse any liabilities, obligations or claims of any kind or nature resulting from the actions of the former operators in such facilities. The Company is obligated to reimburse the fees to the operator if and when the operator incurs such expenses associated with certain Indemnified Events, as defined therein. The total possible obligation for these fees is estimated to be $2.7 million, of which approximately $2.2 million has been paid to date. The remaining $0.5 million is accrued as of December 31, 2014 as a component of other liabilities in the consolidated balance sheets.

The Company has purchase options with one of its tenants that are not exercisable by the tenant until January 1, 2017 for five properties, January 1, 2019 for four properties, and January 1, 2022 for five properties. If the 2017 option is not exercised, the tenant loses the right to exercise the 2019 option and the 2022 option. If the 2017 option is exercised, but the 2019 option is not exercised, the tenant loses the right to exercise the 2022 option. The purchase options call for the purchase price, as defined, to be determined at a future date. In addition, the Company has purchase options with four tenants on five properties that are exercisable by the applicable tenant at various times during the terms of the respective leases. Two of these options are exercisable at a predetermined purchase price and the remaining three call for a purchase price to be determined at a future date.

As of the date of this filing, four putative class actions have been filed by purported stockholders of AVIV against AVIV, its directors, Omega and Omega's merger sub challenging the merger of AVIV and Omega in the Circuit Court of Maryland, Baltimore County. The class actions were filed on November 10, 2014, November 17, 2014, November 24, 2014, and December 2, 2014. Each plaintiff filed an amended complaint on January 22, 2015. The lawsuits seek injunctive relief preventing the parties from consummating the merger, rescission of the transactions contemplated by the merger agreement, imposition of a constructive trust in favor of the class upon any benefits improperly received by the defendants, compensatory damages, and litigation costs including attorneys' fees. The four lawsuits were consolidated on January 28, 2015 under the title *In Re Aviv REIT Inc. Stockholder Litigation* , Case No. 24-C-14-006352.

In addition, AVIV's Board of Directors has received a stockholder litigation demand letter dated November 17, 2014, from a law firm representing Gary Danley, who is the named plaintiff in the putative class action filed on November 24, 2014 in Circuit Court of Maryland, Baltimore County. The letter alleges that the directors of AVIV violated fiduciary duties to AVIV, and demands that the AVIV Board of Directors take action to ensure that the consideration provided in the merger is fair to AVIV and its stockholders and otherwise seek appropriate remedies for AVIV.

The Company's management believes that these actions have no merit and intends to defend vigorously against them.

The Company is involved in various unresolved legal actions and proceedings, which arise in the normal course of our business. Although the outcome of a particular proceeding can never be predicted, we do not believe that the result of any of these other matters will have a material adverse effect on our business, operating results, liquidity or financial position.

13. Noncontrolling Interests – Operating Partnership / Partnership Units

Noncontrolling interests – operating partnership, as presented on AVIV's consolidated balance sheets, represent the OP units held by individuals and entities other than AVIV. Accordingly, the following discussion related to noncontrolling interests – operating partnership of the REIT refers equally to OP units of the Partnership.

Holders of OP units are entitled to receive distributions in a per unit amount equal to the per share dividends made with respect to each share of AVIV's common stock, if and when AVIV's Board of Directors declares such a dividend. Holders of OP units have the right to tender their units for redemption, in an amount equal to the fair market value of AVIV's common stock. AVIV may elect to redeem tendered OP units for cash or for shares of AVIV's common stock. During the year ended December 31, 2014, OP unitholders redeemed a total of 1,343,908 OP units in exchange for an equal number of shares of common stock of AVIV.

14. Stockholders' Equity of the REIT and Partners' Capital of the Partnership

Distributions accrued are summarized as follows for the years ended December 31 (in thousands):

	Class A	Class B	Class C	Class D	Class F	Limited Partner OP Units	REIT Shares
2014	$ —	$ —	$ —	$ —	$ —	$ 16,072	$ 65,089
2013	$ 2,797	$ 97	$ 146	$ —	$ 554	$ 13,064	$ 60,276
2012	$ 9,002	$ 1,879	$ 2,541	$ —	$ 2,215	$ —	$ 27,955

In connection with the IPO, Class A through F Units were converted into OP units and are no longer outstanding as of December 31, 2014. The weighted-average Units outstanding are summarized as follows for the years ended December 31:

	Class A	Class B	Class C	Class D	Class F	Limited Partner OP Units	REIT Shares
2014	—	—	—	—	—	11,328,049	44,629,901
2013	3,136,203	1,053,335	—	1,875	625,251	9,091,974	33,700,834
2012	13,467,223	4,523,145	2	8,050	2,684,900	—	20,006,538

In connection with the IPO each class of limited partnership units of the Partnership were converted into an aggregate of 21,653,813 OP units held by the REIT and 11,938,420 OP units held by limited partners of the Partnership. As a result, the Partnership has a single class of OP units as of March 26, 2013. As noted above, the OP units held by limited partners of the Partnership are redeemable for cash or, at the REIT's election, unregistered shares of the REIT's common stock on a one-for-one basis.

During the years ended December 31, 2014, 2013 and 2012:

- AVIV issued an aggregate of 16,618, 70,500, and 0 shares of common stock in connection with the Company's annual grant of unrestricted and restricted stock to its Board of Directors, respectively;
- AVIV reserved for issuance an aggregate of 164,973, 226,585, and 0 shares of common stock in connection with the Company's annual grant of restricted stock to employees, the hiring of new employees and grants and retainers for its Board of Directors, respectively. During the year ended December 31, 2014, 143,388 shares reserved for restricted stock

were vested. This includes a vesting of 200% of the performance based awards and 9,947 dividend equivalents earned on these awards along with 26,724 (including dividend equivalents earned on the awards) shares reserved for restricted stock were forfeited;

- AVIV issued 15,180,000 shares in connection with the IPO on March 26, 2013 that resulted in proceeds to the Company, net of underwriting discounts, commissions, advisory fees and other offering costs of $282.3 million;
- AVIV also issued 9,200,000 shares in connection with a public offering on April 10, 2014 that resulted in proceeds to the Company, net of underwriting discounts, commissions, advisory fees and other offering costs of $211.3 million;
- OP unitholders redeemed a total of 1,343,908, 322,137, and 0 OP units in exchange for an equal number of shares of AVIV's common stock, respectively; and.
- AVIV issued 174,467, 0 and 0 shares of common stock in connection with an option exercise, respectively.

For the year ended December 31, 2014, AVIV declared and paid the following cash dividends totaling $1.44 per share on its common stock, of which the Partnership paid equivalent distributions on OP units:

Record Date	Payment Date	Cash Dividend	Ordinary Taxable Dividend (unaudited)	Nontaxable Return of Capital Distributions (unaudited)
3/28/2014	4/11/2014	$ 0.36	$ 0.235	$ 0.125
6/27/2014	7/11/2014	0.36	0.235	0.125
9/26/2014	10/10/2014	0.36	0.235	0.125
12/12/2014	12/19/2014	0.36	0.235	0.125
		$ 1.44	$ 0.94	$ 0.50

15. Equity Compensation Plan

Prior to September 2010, the Partnership had established an officer incentive program linked to its future value. Awards vest annually over a five-year period assuming continuing employment by the recipient. The awards settled on December 31, 2012 in Class C Units or, at the Company's discretion, cash. For accounting purposes, expense recognition under the program commenced in 2008, and the related expense for the years ended December 31, 2014, 2013 and 2012 was $0, $0 and $0.4 million, respectively.

Class D units were periodically granted to employees of Aviv Asset Management (AAM), a subsidiary of the Operating Partnership. Part of the Class D Units are defined as performance-based awards under ASC 718 and require employment of the recipient on the date of sale, disposition, or refinancing (Liquidity Event). If the employee is no longer employed on such date, the award is forfeited. The remainder of the Class D Units were time-based awards under ASC 718 and such fair value determined on the grant date was recognized over the vesting period. On March 26, 2013, the performance component Class D Units were converted to OP units in connection with the IPO, and $0.9 million of expense was recognized.

Restricted Stock Grants

On March 26, 2013 the Company adopted the Aviv REIT, Inc. 2013 Long-Term Incentive Plan (the LTIP). The purpose of the LTIP is to attract and retain qualified persons upon who, in large measure, the Company's sustained progress, growth and profitability depend, to motivate the participants to achieve long-term Company goals and to align the participants' interests with those of other stockholders by providing them with a proprietary interest in the Company's growth and performance. The Company's executive officers, employees, consultants and non-employee directors are eligible to participate in the LTIP. Under the plan, 2,000,000 shares of the Company's common stock are available for issuance. The shares can be issued as restricted stock awards (RSAs) or as restricted stock units (RSUs).

Some of these RSUs are subject to time vesting and some are subject to performance vesting. The time-based equity RSUs vest over a period of three years, subject to the employee's continued employment with the Company. The performance-based RSUs vest on the basis of Total Shareholder Return (TSR) on the Company's stock compared to the TSR of its peer companies, as defined. The performance based RSUs are based on the companies comprising the NAREIT Equity Index and the companies comprising the Bloomberg Healthcare REIT Index for the performance periods, as defined. The RSUs carry dividend equivalent rights and are subject to the same vesting terms as the underlying RSUs.

During 2014, the Company issued 16,618 common shares all of which were issued, vested, and are unrestricted. Additionally, the Company granted 164,973 RSUs. In addition, 143,388 shares vested and 26,724 were subsequently forfeited prior to the year ended December 31, 2014. The restricted shares that vested satisfied the performance metric stated and were vested at 200% of the targeted award granted in 2013. Both vested restricted stock and forfeited restricted stock included dividend equivalents earned on these awards.

During 2013, the Company issued 70,500 RSAs, of which 23,250 shares were issued, vested, and are unrestricted and 47,250 shares were issued and are subject to a vesting period. Additionally, the Company issued 226,585 RSUs, of which 17,470 were subsequently forfeited prior to the year ended December 31, 2013. Some of these RSUs are subject to time vesting and some are subject to performance vesting.

For the years ended December 31, 2014 and 2013, the Company recognized total non-cash stock-based compensation expense related to the LTIP of $4.9 million and $1.9 million, respectively.

Restricted stock awards vest over specified periods of time as long as the employee remains with the Company. The following table sets forth the number of unvested shares of restricted stock and the weighted average fair value of these shares at the date of grant:

	2014		2013	
	Shares of Restricted Stock	Weighted Average Fair Value at Date of Grant (2)	Shares of Restricted Stock	Weighted Average Fair Value at Date of Grant (2)
Unvested balance at January 1	256,092	$ 29.93	—	$ —
Granted	221,583	$ 28.00	273,923	$ 30.47
Vested (1)	(143,388)	$ 35.67	—	$ —
Forfeited	(26,724)	$ 30.53	(17,831)	$ 39.14
Unvested balance at December 31	307,563	$ 25.73	256,092	$ 29.93

(1) Includes 47,068 shares which were used to settle minimum employee withholding tax obligations for multiple employees of approximately $1.5 million in 2014. A net of 96,320 shares of common stock were delivered in the year ended December 31, 2014.

(2) The grant date fair value for the time-based awards was based on the market price of the Company's common stock on the date of grant. The grant date fair value for the performance-based awards was based on a Monte Carlo simulation model.

As of December 31, 2014, total unearned compensation on restricted stock was $5.6 million, and the weighted average vesting period was 1.66 years.

Option Awards

On September 17, 2010, the Company adopted the 2010 Management Incentive Plan (the MIP), which provides for the grant of option awards. Two thirds of the options granted under the MIP were performance based awards whose criteria for vesting is tied to a future liquidity event (as defined) and also contingent upon meeting certain return thresholds (as defined). The grant date fair value associated with all performance-based award options of the Company aggregated to approximately $7.4 million at the time of the IPO. One third of the options granted under the MIP were time based awards and the service period for these options is four years with shares vesting at a rate of 25% ratably from the grant date.

In connection with the IPO, all options outstanding under the MIP, representing options to purchase 5,870,138 shares with a weighted average exercise price of $17.47 per share, became fully-vested. In addition, recipients were entitled to receive dividend equivalents on their options awarded under the MIP. Dividend equivalents were paid on time-based options on (i) the date of vesting, with respect to any portion of a time-based option that was unvested on the date the dividend equivalent was accrued, and (ii) the last day of the calendar quarter in which such dividends were paid to stockholders, with respect to any portion of a time-based option vested as of the date the dividend equivalent was accrued. Dividend equivalents accrued and unpaid prior to the consummation of the IPO in the approximate amount of $14.8 million were paid in shares of common stock, net of applicable withholding of approximately $6.8 million, in an amount based on the IPO price of common stock. No dividend equivalents will be paid for any MIP options with respect to periods after the date of the IPO by the Company.

In connection with the IPO, the holders of option awards under the MIP received a new class of units of LG Aviv L.P., the legal entity through which Lindsay Goldberg holds its interest in the REIT, equal to the number of options held by such persons immediately prior to the consummation of the IPO. Under the limited partnership agreement of LG Aviv L.P., the units are entitled to

receive an aggregate distribution amount equal to 14.9% of the dividend distributions declared and received by LG Aviv L.P. after the consummation of the IPO in respect of its shares of common stock. The distribution amount will be paid by LG Aviv L.P. ratably to each holder of such units on the distribution date in the proportion that the total number of units held by such holder bears to the total outstanding units of the same class. Any unit payments will be paid, if at all, on the earlier of (i) the last day of the calendar quarter in which dividends were paid to the Company stockholders and (ii) three business days following the holder's termination of employment with the Company. For the year ended December 31, 2014, $5.6 million was paid by LG Aviv L.P. to the holders of such units.

The following table represents the time and performance-based option awards activity for the years ended December 31, 2014, 2013 and 2012:

	2014	2013	2012
Outstanding at January 1	5,870,138	1,956,805	1,417,228
Granted	—	—	701,550
Awards vested at IPO	—	3,913,333	—
Exercised	(174,467)	—	—
Cancelled/Forfeited	—	—	(161,973)
Outstanding at December 31	5,695,671	5,870,138	1,956,805
Options exercisable at end of period	5,695,671	—	—
Weighted average fair value of options granted	$ 2.20	$ 2.20	$ 2.20

The following table represents the time and performance based option awards outstanding cumulatively life-to-date for the years ended December 31, 2014, 2013, and 2012 as well as other MIP data:

	2014	2013	2012
Range of exercise prices	$ 16.56 - $18.87	$ 16.56 - $18.87	$ 16.56 - $18.87
Outstanding	5,695,671	5,870,138	1,956,805
Remaining contractual life (years)	6.27	7.06	8.06
Weighted average exercise price	$ 17.44	$ 17.47	$ 17.42

The Company has used the Black-Scholes option pricing model to estimate the grant date fair value of the options. In connection with the IPO, all options outstanding under the MIP became fully-vested and the plan was retired. There were no options awarded in 2013 or 2014. The following table includes the assumptions that were made in estimating the grant date fair value for options awarded in 2012.

	2012 Grants
Weighted average dividend yield	7.54%
Weighted average risk-free interest rate	1.31%
Weighted average expected life	7 years
Weighted average estimated volatility	38.24%
Weighted average exercise price	$ 18.78
Weighted average fair value of options granted (per option)	$ 2.88

The Company recorded non-cash compensation expenses of approximately $0, $9.0 million, and $1.3 million for the years ended December 31, 2014, 2013 and 2012, related to the time and performance based stock options accounted for as equity awards, as a component of general and administrative expenses in the consolidated statements of operations and comprehensive income, respectively.

At December 31, 2014, the total compensation cost related to outstanding, non-vested time based equity option awards that are expected to be recognized as compensation cost in the future aggregates to $0.

Dividend equivalent rights associated with the Plan that became payable upon vesting amounted to $0, $15.4 million and $2.3 million for the years ended December 31, 2014, 2013, and 2012, respectively.

16. Earnings Per Common Share of the REIT

The following table shows the amounts used in computing the basic and diluted earnings per common share (in thousands except for share and per share amounts).

	For the Year Ended December 31,		
	2014	2013	2012
Numerator for earnings per share—basic:			
Income from continuing operations	$ 44,874	$ 23,071	$ 4,007
Income from continuing operations allocable to noncontrolling interests	(9,082)	(6,010)	(1,611)
Income from continuing operations allocable to common stockholders, net of noncontrolling interests	35,792	17,061	2,396
Discontinued operations, net of noncontrolling interests	—	—	2,742
Numerator for earnings per share—basic	$ 35,792	$ 17,061	$ 5,138
Numerator for earnings per share—diluted:			
Numerator for earnings per share—basic	$ 35,792	$ 17,061	$ 2,396
Income from continuing operations allocable to noncontrolling interests—OP Units	9,082	4,610	—
Subtotal	44,874	21,671	2,396
Discontinued operations, net of noncontrolling interests	—	—	2,742
Numerator for earnings per share—diluted	$ 44,874	$ 21,671	$ 5,138
Denominator for earnings per share—basic and diluted:			
Denominator for earnings per share—basic	44,629,901	33,700,834	20,006,538
Effect of dilutive securities:			
Noncontrolling interests—OP Units	11,328,049	9,091,974	—
Stock options	2,136,040	1,518,813	129,151
Restricted stock units	72,934	12,568	—
Denominator for earnings per share—diluted	58,166,924	44,324,189	20,135,689
Basic earnings per share			
Income from continuing operations allocable to common stockholders	$ 0.80	$ 0.51	$ 0.12
Discontinued operations, net of noncontrolling interests	—	—	0.14
Net income allocable to common stockholders	$ 0.80	$ 0.51	$ 0.26
Diluted earnings per share			
Income from continuing operations allocable to common stockholders	$ 0.77	$ 0.49	$ 0.12
Discontinued operations, net of noncontrolling interests	—	—	0.14
Net income allocable to common stockholders	$ 0.77	$ 0.49	$ 0.26

17. Earnings Per Unit of the Partnership

The following table shows the amounts used in computing the basic and diluted earnings per unit (in thousands except for unit and per unit amounts).

	For the Year Ended December 31,		
	2014	2013	2012
Numerator for earnings per unit—basic:			
Income from continuing operations	$ 44,874	$ 23,071	$ 4,007
Income from continuing operations allocable to limited partners	—	(1,400)	(1,611)
Income from continuing operations allocable to units	44,874	21,671	2,396
Discontinued operations	—	—	2,742
Numerator for earnings per unit—basic:	$ 44,874	$ 21,671	$ 5,138
Numerator for earnings per unit—diluted:			
Income from continuing operations allocable to units	$ 44,874	$ 21,671	$ 2,396
Discontinued operations	—	—	2,742
Numerator for earnings per unit—diluted	$ 44,874	$ 21,671	$ 5,138
Denominator for earnings per unit—basic and diluted:			
Denominator for basic earnings per unit—basic	55,957,950	42,792,808	20,006,538
Effective dilutive securities:			
Stock options	2,136,040	1,518,813	129,151
Restricted stock units	72,934	12,568	—
Denominator for earnings per unit—diluted	58,166,924	44,324,189	20,135,689
Basic earnings per unit:			
Income from continuing operations allocable to units	$ 0.80	$ 0.51	$ 0.12
Discontinued operations	—	—	0.14
Net income allocable to units	$ 0.80	$ 0.51	$ 0.26
Diluted earnings per unit:			
Income from continuing operations allocable to units	$ 0.77	$ 0.49	$ 0.12
Discontinued operations	—	—	0.14
Net income allocable to units	$ 0.77	$ 0.49	$ 0.26

18. Discontinued Operations

Prior to the Company adopting ASU No. 2014-08, ASC 205-20, required that the operations and associated gains and/or losses from the sale or planned disposition of components of an entity, as defined, be reclassified and presented as discontinued operations in the Company's consolidated financial statements for all periods presented. In April 2012, the Company sold three properties in Arkansas and one property in Massachusetts to unrelated third parties. All other sales were immaterial to the consolidated financial statements. Below is a summary of the components of the discontinued operations for the respective periods:

	Year Ended December 31,		
	2014	2013	2012
	(in thousands)		
Total revenues	$ —	$ —	$ 270
Expenses:			
Interest expense incurred	—	—	(27)
Amortization of deferred financing costs	—	—	(2)
Depreciation and amortization	—	—	(34)
Gain on sale of assets, net	—	—	4,425
Loss on extinguishment of debt	—	—	(13)
Other expenses	—	—	(33)
Total gains (expenses)	—	—	4,316
Discontinued operations	—	—	4,586
Discontinued operations allocation to noncontrolling interests	—	—	1,844
Discontinued operations allocation to controlling interests	$ —	$ —	$ 2,742

19. Quarterly Results of Operations (Unaudited)

The following is a summary of the Company's unaudited quarterly results of operations for the years ended December 31, 2014 and 2013 (in thousands) including the effects of discontinued operations. The sum of individual quarterly amounts may not agree to the annual amounts included in the consolidated statements of income due to rounding and weighted-average of noncontrolling interest allocation.

	Year Ended December 31, 2014			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Total revenues	$ 41,876	$ 43,190	$ 47,371	$ 51,605
Net income	$ 11,457	$ 8,460	$ 12,035	$ 12,922
Net income allocable to stockholders	$ 8,773	$ 6,761	$ 9,691	$ 10,524
Earnings per common share allocable to stockholders				
Basic	$ 0.23	$ 0.15	$ 0.21	$ 0.22
Diluted	$ 0.22	$ 0.14	$ 0.20	$ 0.21

	Year Ended December 31, 2013			
	1st Quarter[1]	2nd Quarter	3rd Quarter[2]	4th Quarter
Total revenues	$ 34,700	$ 35,033	$ 32,873	$ 38,461
Net income	$ (11,440)	$ 13,405	$ 10,067	$ 11,039
Net income allocable to stockholders	$ (7,477)	$ 10,147	$ 7,621	$ 6,770
Earnings per common share allocable to stockholders				
Basic	$ (0.33)	$ 0.27	$ 0.20	$ 0.22
Diluted	$ (0.33)	$ 0.26	$ 0.20	$ 0.22

(1) The results include $11.0 million loss on extinguishment of debt and $9.9 million of non-cash stock-based compensation as a result of the IPO in the first quarter.

(2) The results include $2.9 million of straight-line rent receivable write-offs due to early termination of leases and replacement of operators in the third quarter.

20. Subsequent Events

On January 30, 2015, the Company paid in full the HUD loan, as described in Footnote 9.

On February 1, 2015, the Company acquired one property in Washington for a purchase price of $4.3 million from an unrelated third party.

21. Condensed Consolidating Information

AVIV and certain of the Partnership's direct and indirect wholly owned subsidiaries (the Subsidiary Guarantors) fully and unconditionally guaranteed, on a joint and several basis, the obligation to pay principal and interest with respect to the Issuer's 2019 Notes and 2021 Notes issued in February 2011, April 2011, March 2012 and October 2013. The 2019 Notes and 2021 Notes were issued by the Partnership and Aviv Healthcare Capital Corporation. Separate financial statements of the guarantors are not provided as the consolidating financial information contained herein provides a more meaningful disclosure to allow investors to determine the nature of the assets held by and the operations of the respective guarantor and non-guarantor subsidiaries. Other wholly owned subsidiaries (Non-Guarantor Subsidiaries) that were not included among the Subsidiary Guarantors were not obligated with respect to the 2019 Notes and 2021 Notes. The properties held by the Non-Guarantor Subsidiaries are subject to mortgages. The following summarizes the Partnership's condensed consolidating information as of December 31, 2014, and 2013 and for the years ended December 31, 2014, 2013, and 2012.

CONDENSED CONSOLIDATING BALANCE SHEET
As of December 31, 2014
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Net rental properties	$ 47	$ 1,559,950	$ 322,450	$ —	$ 1,882,447
Cash and cash equivalents	6,678	2,132	1,226	—	10,036
Deferred financing costs, net	16,664	—	2,360	—	19,024
Other	23,823	77,394	7,706	—	108,923
Investment in and due from related parties, net	1,728,309	—	—	(1,728,309)	—
Total assets	$ 1,775,521	$ 1,639,476	$ 333,742	$ (1,728,309)	$ 2,020,430
Liabilities and partners' capital					
Secured loan	$ —	$ —	$ 193,418	$ —	$ 193,418
Unsecured notes payable	652,292	—	—	—	652,292
Line of credit	355,000	—	—	—	355,000
Accrued Interest Payable	15,080	—	46	—	15,126
Dividends	—	—	—	—	—
Accounts payable and accrued expenses	1,790	16,505	287	—	18,582
Tenant security and escrow deposits	55	25,839	365	—	26,259
Other liabilities	1,356	8,449	—	—	9,805
Total liabilities	1,025,573	50,793	194,116	—	1,270,482
Total partners' capital	749,948	1,588,683	139,626	(1,728,309)	749,948
Total liabilities and partners' capital	$ 1,775,521	$ 1,639,476	$ 333,742	$ (1,728,309)	$ 2,020,430

CONDENSED CONSOLIDATING BALANCE SHEET
As of December 31, 2013
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Net rental properties	$ 55	$ 1,148,057	$ 15,376	$ —	$ 1,163,488
Cash and cash equivalents	50,709	(714)	769	—	50,764
Deferred financing costs, net	12,681	3,948	14	—	16,643
Other	25,260	71,372	2,906	—	99,538
Investment in and due from related parties, net	1,168,729	—	—	(1,168,729)	—
Total assets	$ 1,257,434	$ 1,222,663	$ 19,065	$ (1,168,729)	$ 1,330,433
Liabilities and partners' capital					
Secured loan	$ —	$ —	$ 13,654	$ —	$ 13,654
Unsecured notes payable	652,752	—	—	—	652,752
Line of credit	—	20,000	—	—	20,000
Accrued Interest Payable	14,750	487	47	—	15,284
Dividends	17,694	—	—	—	17,694
Accounts payable and accrued expenses	2,082	8,473		—	10,555
Tenant security and escrow deposits	765	20,572	249	—	21,586
Other liabilities	946	9,517	—	—	10,463
Total liabilities	688,989	59,049	13,950	—	761,988
Total partners' capital	568,445	1,163,614	5,115	(1,168,729)	568,445
Total liabilities and partners' capital	$ 1,257,434	$ 1,222,663	$ 19,065	$ (1,168,729)	$ 1,330,433

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME
For the Year Ended December 31, 2014
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenues					
Rental income	$ —	$ 175,286	$ 2,661	$ —	$ 177,947
Interest on loans and financing lease	1,095	3,376	12	—	4,483
Interest and other income	483	1,127	2	—	1,612
Total revenues	1,578	179,789	2,675	—	184,042
Expenses					
Interest Expense	47,655	1,167	858	—	49,680
Amortization of deferred financing costs	3,266	656	20	—	3,942
Depreciation and amortization	8	43,587	428	—	44,023
General and administrative	8,840	15,102	97	—	24,039
Transaction costs	1,919	4,055	2,627	—	8,601
Loss on impairment	—	2,341	—	—	2,341
Reserve for uncollectible loan receivables and other receivables	3,406	117	—	—	3,523
Loss on sale of assets, net	—	2,518	—	—	2,518
Loss on extinguishment of debt	—	501	—	—	501
Total expenses	65,094	70,044	4,030	—	139,168
Net (loss) income	(63,516)	109,745	(1,355)	—	44,874
Equity in income (loss) of subsidiaries	108,390	—	—	(108,390)	—
Net income (loss) allocable to units	$ 44,874	$ 109,745	$ (1,355)	$ (108,390)	$ 44,874

CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME
For the Year Ended December 31, 2013
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenues					
Rental income	$ —	$ 133,395	$ 3,118	$ —	$ 136,513
Interest on loans and financing lease	1,104	3,296	—	—	4,400
Interest and other income	5	149	—	—	154
Total revenues	1,109	136,840	3,118	—	141,067
Expenses					
Interest Expense	33,390	6,787	608	—	40,785
Amortization of deferred financing costs	1,592	1,867	—	—	3,459
Depreciation and amortization	6	32,607	613	—	33,226
General and administrative	15,662	11,138	86	—	26,886
Transaction costs	832	2,266	16	—	3,114
Loss on impairment	—	500	—	—	500
Reserve for uncollectible loan receivables and other receivables	(10)	89	(11)	—	68
Loss (gain)on sale of assets, net	—	375	(1,391)	—	(1,016)
Loss on extinguishment of debt	—	10,974	—	—	10,974
Other expenses	—	—	—	—	—
Total expenses	51,472	66,603	(79)	—	117,996
Net (loss) income	(50,363)	70,237	3,197	—	23,071
Equity in income (loss) of subsidiaries	73,434	—	—	(73,434)	—
Net income (loss) allocable to units	$ 23,071	$ 70,237	$ 3,197	$ (73,434)	$ 23,071

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES
CONDENSED CONSOLIDATING STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME
For the Year Ended December 31, 2012
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenues					
Rental income	$ —	$ 118,111	$ 3,099	$ —	$ 121,210
Interest on loans and financing lease	1,490	3,143	—	—	4,633
Interest and other income	4	1,125	—	—	1,129
Total revenues	1,494	122,379	3,099	—	126,972
Expenses					
Interest expense incurred	28,734	18,439	267	—	47,440
Amortization of deferred financing costs	1,375	2,168	—	—	3,543
Depreciation and amortization	—	26,099	793	—	26,892
General and administrative	6,434	9,475	46	—	15,955
Transaction costs	4,171	2,970	118	—	7,259
Loss on impairment	—	7,156	3,961	—	11,117
Reserve for uncollectible loan receivables and other receivables	6,532	3,407	392	—	10,331
Loss on extinguishment of debt	—	28	—	—	28
Other expenses	—	400	—	—	400
Total expenses	47,246	70,142	5,577	—	122,965
(Loss) income from continuing operations	(45,752)	52,237	(2,478)	—	4,007
Discontinued operations	—	(392)	4,978	—	4,586
Net (loss) income	(45,752)	51,845	2,500	—	8,593
Equity in income (loss) of subsidiaries	54,345	—	—	(54,345)	—
Net income (loss) allocable to units	$ 8,593	$ 51,845	$ 2,500	$ (54,345)	$ 8,593
Unrealized loss on derivative instruments	—	(476)	—	—	(476)
Total comprehensive income allocable to units	$ 8,593	$ 51,369	$ 2,500	$ (54,345)	$ 8,117

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2014
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash (used in) provided by operating activities	$ (375,474)	$ 345,533	$ 134,783	$ —	$ 104,842
Investing activities				—	
Purchase of real estate investments	—	(401,970)	(305,000)	—	(706,970)
Sale of real estate investments	—	2,277	—	—	2,277
Capital improvements	—	(14,311)	(686)	—	(14,997)
Development Projects	—	(40,771)	(2,312)	—	(43,083)
Loan receivables received from others	5,700	6,914	7,028	—	19,642
Loan receivables funded to others	(7,636)	(5,907)	(10,833)	—	(24,376)
Net used in investing activities	(1,936)	(453,768)	(311,803)	—	(767,507)
Financing activities					
Borrowings of debt	390,000	98,000	180,000	—	668,000
Repayment of debt	(35,000)	(118,000)	(157)	—	(153,157)
Payment of financing costs	(9,121)	4,507	(2,366)	—	(6,980)
Capital contributions	60	—	—	—	60
Proceeds of issuance of common stock	221,720	—	—	—	221,720
Cost of raising capital	(137,132)	126,574	—	—	(10,558)
Shares issued for settlement of vested stock and exercised unit options, net	1,707	—	—	—	1,707
Cash distributions to partners	(98,855)	—	—	—	(98,855)
Net cash provided by (used in) financing activities	333,379	111,081	177,477	—	621,937
Net (decrease) increase in cash and cash equivalents	(44,031)	2,846	457	—	(40,728)
Cash and cash equivalents:					
Beginning of period	50,709	(714)	769	—	50,764
End of period	$ 6,678	$ 2,132	$ 1,226	$ —	$ 10,036

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2013
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash (used in) provided by operating activities	$ (59,358)	$ 142,398	$ (13,345)	$ —	$ 69,695
Investing activities					
Purchase of real estate investments	—	(197,388)	—	—	(197,389)
Sale of real estate investments	—	1,772	13,777	—	15,549
Capital improvements	(8)	(11,957)	(38)	—	(12,003)
Development Projects	—	(18,738)	—	—	(18,738)
Loan receivables received from others	2,446	1,640		—	4,087
Loan receivables funded to others	(7,739)	(2,668)		—	(10,407)
Net used in investing activities	(5,301)	(227,339)	13,739	—	(218,901)
Financing activities					
Borrowings of debt	250,000	220,000	—	—	470,000
Repayment of debt	—	(488,091)	(150)	—	(488,241)
Payment of financing costs	(5,145)	(5,302)	(1)	—	(10,448)
Capital contributions	575	—	—	—	575
Proceeds of issuance of common stock	303,600	—	—	—	303,600
Cost of raising capital	(385,310)	359,481	—	—	(25,829)
Cash distributions to partners	(65,221)	—	—	—	(65,221)
Net cash provided by (used in) financing activities	98,499	86,088	(151)	—	184,436
Net (decrease) increase in cash and cash equivalents	33,840	1,147	243	—	35,230
Cash and cash equivalents:					
Beginning of period	16,869	(1,861)	526	—	15,534
End of period	$ 50,709	$ (714)	$ 769	$ —	$ 50,764

AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES
CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2012
(in thousands)

	Issuers	Subsidiary Guarantors	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net cash (used in) provided by operating activities	$ (152,298)	$ 209,394	$ (13,305)	$ —	$ 43,791
Investing activities					
Purchase of real estate	—	(168,233)	(4,540)	—	(172,773)
Proceeds from sales of real estate	—	8,556	23,377	—	31,933
Capital improvements	(54)	(13,358)	(146)	—	(13,558)
Development Projects	—	(26,982)	(1,085)	—	(28,067)
Loan receivables received from others	12,754	1,571	307	—	14,632
Loan receivables funded to others	(13,065)	(3,792)	—	—	(16,857)
Net cash used in investing activities	(365)	(202,238)	17,913	—	(184,690)
Financing activities					
Borrowings of debt	101,000	164,224	2,537	—	267,761
Repayment of debt	—	(167,981)	(6,146)	—	(174,127)
Payment of financing costs	(2,562)	(2,581)	—	—	(5,143)
Proceeds of issuance of common stock	—	—	—	—	—
Capital contributions	109,000	—	—	—	109,000
Deferred contributions	(35,000)	—	—	—	(35,000)
Cash distributions to partners	(45,262)	—	—	—	(45,262)
Net cash provided by (used in) financing activities	127,176	(6,338)	(3,609)	—	117,229
Net decrease in cash and cash equivalents	(25,487)	818	999	—	(23,670)
Cash and cash equivalents:					
Beginning of period	42,356	(2,679)	(473)	—	39,204
End of period	$ 16,869	$ (1,861)	$ 526	$ —	$ 15,534

AVIV REIT, INC.
AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP
SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

Accounts Receivable and Loans Receivable Allowance for Doubtful Accounts (in thousands)

	Balance at Beginning of Year	Charged to (Recovered from) Costs and Expenses	Deductions and Write-offs	Balance at End of Year
Allowance for uncollectible accounts receivable				
Year ended December 31, 2014	$ 326	$ 117	$ —	$ 443
Year ended December 31, 2013	803	57	(534)	326
Year ended December 31, 2012	80	3,948	(3,225)	803
Allowance for uncollectible loan receivable				
Year ended December 31, 2014	$ —	$ 3,406	$ —	$ 3,406
Year ended December 31, 2013	317	11	(328)	—
Year ended December 31, 2012	2,176	6,532	(8,391)	317

AVIV REIT, INC.
AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP
SCHEDULE III

Real Estate and Investments (in thousands)

					Initial Cost to Company		Costs Capitalized Subsequent to Acquisition		Amount Carried at December 31, 2014 (c)						
Description	Type of Asset	Encumbrances	City	State	Land	Buildings & Improvements	Improvements / Adjustments	Impairment / Dispositions	Land	Buildings & Improvements	Accumulated Depreciation	Net	Year of Construction	Date Acquired	Life on Which Depreciation in Statement of Operations Computed
Aviv Healthcare Properties LP		(1)	Chicago	IL	—	—	61	—	—	61	(14)	47			
Issuer subtotal					—	—	61	—	—	61	(14)	47			
SunBridge Care/Rehab-Broadway	(a)	(2)	Methuen	MA	31	496	—	(527)	—	—	—	—	1910	1993	40 years
SunBridge - Colonial Heights	(a)	(2)	Lawrence	MA	63	959	91	(225)	63	825	(393)	495	1963	1993	40 years
SunBridge - Fall River	(c)	(2)	Fall River	MA	91	1,309	(1)	(1,399)	—	—	—	—		1993	40 years
SunBridge Care Center- Glenwood	(a)	(2)	Lowell	MA	82	1,211	—	(1,293)	—	—	—	—	1964	1993	40 years
SunBridge - Hammond House	(a)	(2)	Worchester	MA	42	664	490	(1,196)	—	—	—	—	1965	1993	40 years
SunBridge for North Reading	(a)	(2)	North Reading	MA	113	1,567	496	(253)	113	1,810	(713)	1,210	1966	1993	40 years
Robbin House Nursing and Rehab	(c)	(2)	Quincy	MA	66	1,052	—	(1,118)	—	—	—	—		1993	40 years
SunBridge Care Center - Rosewood	(a)	(2)	Fall River	MA	32	513	—	(545)	—	—	—	—	1882	1993	40 years
SunBridge Care/Rehab-Sandalwood	(a)	(2)	Oxford	MA	64	941	596	(193)	64	1,344	(506)	902	1966	1993	40 years
SunBridge - Spring Valley	(a)	(2)	Worchester	MA	71	1,031	100	(205)	71	926	(441)	556	1960	1993	40 years
SunBridge Care/Rehab-Town Manor	(c)	(2)	Lawrence	MA	90	1,306	(1)	(1,395)	—	—	—	—		1993	40 years
SunBridge Care/Rehab-Woodmill	(a)	(2)	Lawrence	MA	61	946	91	(235)	61	802	(381)	482	1965	1993	40 years
SunBridge Care/Rehab-Worcester	(c)	(2)	Worchester	MA	93	1,375	(1)	(1,467)	—	—	—	—		1993	40 years
Countryside Community	(a)	(2)	South Haven	MI	221	4,239	13	—	221	4,252	(1,205)	3,268	1975	2005	40 years
Pepin Manor	(a)	(2)	Pepin	WI	318	1,570	333	—	318	1,903	(481)	1,740	1978	2005	40 years
Highland Health Care Center	(a)	(2)	Highland	IL	190	1,724	—	—	190	1,724	(530)	1,384	1963	2005	40 years
Nebraska Skilled Nursing/Rehab	(a)	(2)	Omaha	NE	211	6,695	—	(2)	209	6,695	(2,136)	4,768	1971	2005	40 years
Casa Real	(a)	(2)	Santa Fe	NM	1,030	2,692	772	—	1,030	3,464	(1,071)	3,423	1985	2005	40 years
Clayton Nursing and Rehab	(a)	(2)	Clayton	NM	41	790	35	—	41	825	(334)	532	1960	2005	40 years
Country Cottage Care/Rehab Center	(a)	(2)	Hobbs	NM	9	672	—	—	9	672	(326)	355	1963	2005	40 years
Bloomfield Nursing/Rehab Center	(a)	(2)	Bloomfield	NM	344	4,736	19	—	344	4,755	(1,399)	3,700	1985	2005	40 years
Espanola Valley Center	(a)	(2)	Espanola	NM	216	4,143	17	—	216	4,160	(1,342)	3,034	1984	2005	40 years
Sunshine Haven Lordsburg	(a)	(2)	Lordsburg	NM	57	1,882	—	—	57	1,882	(513)	1,426	1972	2005	40 years
Silver City Care Center	(a)	(2)	Silver City	NM	305	5,844	—	—	305	5,844	(1,673)	4,476	1984	2005	40 years
Seven Oaks Nursing and Rehab	(a)	(2)	Bonham	TX	63	2,583	—	—	63	2,583	(784)	1,862	1970	2005	40 years
Birchwood Nursing and Rehab	(a)	(2)	Cooper	TX	96	2,727	8	—	96	2,735	(813)	2,018	1966	2005	40 years
Smith Nursing and Rehab	(a)	(2)	Wolfe City	TX	49	1,010	(8)	(1,051)	—	—	—	—	1946	2005	40 years
Clifton Nursing and Rehab	(a)	(2)	Clifton	TX	125	2,975	—	—	125	2,975	(964)	2,136	1995	2005	40 years
Stanton Nursing and Rehab	(a)	(2)	Stanton	TX	261	1,018	11	—	261	1,029	(336)	954	1972	2005	40 years
Valley Mills Nursing and Rehab	(a)	(2)	Valley Mills	TX	34	1,091	(9)	—	34	1,082	(340)	776	1971	2005	40 years
Hometown Care Center	(a)	(2)	Moody	TX	13	328	—	(341)	—	—	—	—		2005	40 years
Shuksan Healthcare Center	(a)	(2)	Bellingham	WA	61	491	1,984	—	61	2,475	(491)	2,045	1965	2005	40 years
Orange Villa Nursing and Rehab	(a)	(2)	Orange	TX	98	1,948	18	—	98	1,966	(613)	1,451	1973	2005	40 years
Pinehurst Nursing and Rehab	(a)	(2)	Orange	TX	99	2,072	23	—	99	2,095	(674)	1,520	1955	2005	40 years
Wheeler Nursing and Rehab	(a)	(2)	Wheeler	TX	17	1,369	—	—	17	1,369	(454)	932	1982	2005	40 years
ABC Health Center	(a)	(2)	Harrisonville	MO	144	1,922	328	—	144	2,250	(576)	1,818	1970	2005	40 years
Camden Health Center	(a)	(2)	Harrisonville	MO	189	2,532	232	—	189	2,764	(721)	2,232	1977	2005	40 years
Cedar Valley Health Center	(a)	(2)	Rayton	MO	252	3,376	314	—	252	3,690	(1,051)	2,891	1978	2005	40 years
Monett Healthcare Center	(a)	(2)	Monett	MO	259	3,470	85	—	259	3,555	(1,004)	2,810	1976	2005	40 years
White Ridge Health Center	(a)	(2)	Lee's Summit	MO	292	3,915	66	—	292	3,981	(1,125)	3,148	1986	2005	40 years
The Orchards Rehab/Care Center	(a)	(2)	Lewiston	ID	201	4,319	507	—	201	4,826	(1,586)	3,441	1958	2005	40 years
SunBridge for Payette	(a)	(2)	Payette	ID	179	3,166	(27)	—	179	3,139	(814)	2,504	1964	2005	40 years
Magic Valley Manor-Assisted Living	(b)	(2)	Wendell	ID	177	405	1,021	—	177	1,426	(285)	1,318	1911	2005	40 years
McCall Rehab and Living Center	(a)	(2)	McCall	ID	213	676	(6)	(883)	—	—	—	—	1965	2005	40 years
Menlo Park Health Care	(a)	(2)	Portland	OR	112	2,205	221	—	112	2,426	(861)	1,677	1959	2005	40 years
Burton Care Center	(a)	(2)	Burlington	WA	115	1,170	86	—	115	1,256	(359)	1,012	1930	2005	40 years
Columbia View Care Center	(a)	(2)	Cathlamet	WA	49	505	—	(554)	—	—	—	—	1965	2005	40 years
Grandview Healthcare Center	(a)	(2)	Grandview	WA	19	1,155	15	—	19	1,170	(596)	593	1964	2005	40 years
Hillcrest Manor	(a)	(2)	Sunnyside	WA	102	1,639	6,895	—	102	8,534	(1,292)	7,344	1970	2005	40 years
Evergreen Hot Springs Center	(a)	(2)	Hot Springs	MT	104	1,943	230	—	104	2,173	(564)	1,713	1963	2005	40 years
Evergreen Polson Center	(a)	(2)	Polson	MT	121	2,358	575	—	121	2,933	(722)	2,332	1971	2005	40 years
Evergreen The Dalles Center	(a)	(2)	The Dalles	OR	200	3,832	92	—	200	3,924	(1,061)	3,063	1964	2005	40 years
Evergreen Vista Health Center	(a)	(2)	LaGrande	OR	281	4,784	248	—	281	5,032	(1,414)	3,899	1961	2005	40 years
Whitman Health and Rehab Center	(a)	(2)	Colfax	WA	231	6,271	38	—	231	6,309	(1,622)	4,918	1985	2005	40 years
Fountain Retirement Hotel	(b)	(2)	Youngtown	AZ	101	1,940	170	(2,211)	—	—	—	—	1971	2005	40 years
Gilmer Care Center	(a)	(2)	Gilmer	TX	257	2,993	372	—	257	3,365	(927)	2,695	1967	2005	40 years
Columbus Nursing and Rehab Center	(a)	(2)	Columbus	WI	352	3,477	345	—	352	3,822	(976)	3,198	1950	2005	40 years
Infinia at Faribault	(a)	(2)	Faribault	MN	70	1,485	102	—	70	1,587	(523)	1,134	1958	2005	40 years
Infinia at Owatonna	(a)	(2)	Owatonna	MN	125	2,321	(19)	—	125	2,302	(686)	1,741	1963	2005	40 years
Infinia at Willmar	(a)	(2)	Wilmar	MN	70	1,341	20	(1,431)	—	—	—	—	1998	2005	40 years
Infinia at Florence Heights	(a)	(2)	Omaha	NE	413	3,516	4	(3,933)	—	—	—	—	1999	2005	40 years
Infinia at Ogden	(a)	(2)	Ogden	UT	234	4,478	601	—	234	5,079	(1,304)	4,009	1977	2005	40 years
Prescott Manor Nursing Center	(a)	(2)	Prescott	AR	44	1,462	209	—	44	1,671	(626)	1,089	1965	2005	40 years
Star City Nursing Center	(a)	(2)	Star City	AR	28	1,069	80	—	28	1,149	(342)	835	1969	2005	40 years
Westview Manor of Peabody	(a)	(2)	Peabody	KS	22	502	140	—	22	642	(159)	505	1963	2005	40 years
Orchard Grove Extended Care Center	(a)	(2)	Benton Harbor	MI	166	3,185	457	(3,808)	—	—	—	—	1971	2005	40 years
Marysville Care Center	(a)	(2)	Marysville	CA	281	1,320	—	(1,601)	—	—	—	—		2005	40 years
Yuba City Care Center	(a)	(2)	Yuba City	CA	177	2,130	—	(2,307)	—	—	—	—		2005	40 years
Lexington Care Center	(a)	(2)	Lexington	MO	151	2,943	491	—	151	3,434	(1,001)	2,584	1970	2005	40 years
Twin Falls Care Center	(a)	(2)	Twin Falls	ID	448	5,145	—	—	448	5,145	(1,464)	4,129	1961	2005	40 years
Gordon Lane Care Center	(a)	(2)	Fullerton	CA	2,982	3,648	—	—	2,982	3,648	(1,021)	5,609	1966	2005	40 years
Sierra View Care Center	(a)	(2)	Baldwin Park	CA	868	1,748	7	—	868	1,755	(571)	2,052	1938	2005	40 years
Villa Maria Care Center	(a)	(2)	Long Beach	CA	140	767	(1)	(906)	—	—	—	—		2005	40 years
High Street Care Center	(a)	(2)	Oakland	CA	246	685	14	—	246	699	(204)	741	1961	2005	40 years
MacArthur Care Center	(a)	(2)	Oakland	CA	246	1,416	85	—	246	1,501	(558)	1,189	1960	2005	40 years
Country Oaks Nursing Center	(a)	(2)	Ponoma	CA	1,393	2,426	—	—	1,393	2,426	(699)	3,120	1964	2005	40 years
Deseret at Hutchinson	(a)	(2)	Hutchinson	KS	180	2,547	92	—	180	2,639	(798)	2,021	1963	2005	40 years
Woodland Hills Health/Rehab	(a)	(2)	Little Rock	AR	270	4,006	—	(4,276)	—	—	—	—	1979	2005	40 years
Chenal Heights	(a)	(2)	Little Rock	AR	1,411	—	7,330	(8,741)	—	—	—	—	2008	2006	40 years
Blanchette Place Care Center	(a)	(2)	St. Charles	MO	1,300	10,777	194	—	1,300	10,971	(2,453)	9,818	1994	2006	40 years
Cathedral Gardens Care Center	(a)	(2)	St. Louis	MO	1,600	9,525	68	—	1,600	9,593	(2,245)	8,948	1979	2006	40 years
Heritage Park Skilled Care	(a)	(2)	Rolla	MO	1,200	7,841	2,538	—	1,200	10,379	(1,949)	9,630	1993	2006	40 years
Oak Forest Skilled Care	(a)	(2)	Ballwin	MO	550	3,995	116	—	550	4,111	(955)	3,706	2004	2006	40 years
Richland Care and Rehab	(a)	(2)	Olney	IL	350	2,484	—	—	350	2,484	(659)	2,175	2004	2006	40 years
Bonham Nursing and Rehab	(a)	(2)	Bonham	TX	76	1,130	—	—	76	1,130	(264)	942	1969	2006	40 years
Columbus Nursing and Rehab	(a)	(2)	Columbus	TX	150	1,809	—	(1,959)	—	—	—	—	1974	2006	40 years
Denison Nursing and Rehab	(a)	(2)	Denison	TX	178	1,945	—	—	178	1,945	(457)	1,666	1958	2006	40 years
Falfurrias Nursing and Rehab	(a)	(2)	Falfurias	TX	92	1,065	—	—	92	1,065	(273)	884	1974	2006	40 years
Kleburg County Nursing/Rehab	(a)	(2)	Kingsville	TX	315	3,689	2,699	—	315	6,388	(1,041)	5,662	1947	2006	40 years
Terry Haven Nursing and Rehab	(a)	(2)	Mount Vernon	TX	180	1,971	—	(2,151)	—	—	—	—	2004	2006	40 years
Clarkston Care Center	(a)	(2)	Clarkston	WA	162	7,038	5,518	—	162	12,556	(2,482)	10,236	1970	2006	40 years
Highland Terrace Nursing Center	(a)	(2)	Camas	WA	593	3,921	6,277	—	593	10,198	(1,957)	8,834	1970	2006	40 years

Richland Rehabilitation Center	(a)	(2)	Richland	WA	693	9,307	813	—	693	10,120	(2,102)	8,711	2004	2006	40 years
Evergreen Milton-Freewater Center	(a)	(2)	Milton Freewater	OR	700	5,404	—	—	700	5,404	(1,287)	4,817	1965	2006	40 years

					Initial Cost to Company		Costs Capitalized Subsequent to Acquisition		Amount Carried at December 31, 2014 (c)						
Description	Type of Asset	Encumbrances	City	State	Land	Buildings & Improvements	Improvements / Adjustments	Impairment / Dispositions	Land	Buildings & Improvements	Accumulated Depreciation	Net	Year of Construction	Date Acquired	Life on Which Depreciation in Statement of Operations Computed
Hillside Living Center	(a)	(2)	Yorkville	IL	560	3,074	(1)	(3)	560	3,070	(797)	2,833	1963	2006	40 years
Arbor View Nursing / Rehab Center	(a)	(2)	Zion	IL	147	5,235	131	(5,513)	—	—	—	—	1970	2006	40 years
Ashford Hall	(a)	(2)	Irving	TX	1,746	11,419	114	(143)	1,746	11,390	(2,595)	10,541	1964	2006	40 years
Belmont Nursing and Rehab Center	(a)	(2)	Madison	WI	480	1,861	336	—	480	2,197	(532)	2,145	1974	2006	40 years
Blue Ash Nursing and Rehab Center	(a)	(2)	Cincinnati	OH	125	6,278	448	(340)	123	6,388	(1,767)	4,744	1969	2006	40 years
West Chester Nursing/Rehab Center	(a)	(2)	West Chester	OH	375	5,663	369	(6,407)	—	—	—	—	1965	2006	40 years
Wilmington Nursing/Rehab Center	(a)	(2)	Willmington	OH	125	6,078	673	—	125	6,751	(1,792)	5,084	1951	2006	40 years
Extended Care Hospital of Riverside	(a)	(2)	Riverside	CA	1,091	5,647	(1)	(26)	1,091	5,620	(1,953)	4,758	1967	2006	40 years
Heritage Manor	(a)	(2)	Monterey Park	CA	1,586	9,274	—	(23)	1,586	9,251	(2,848)	7,989	1965	2006	40 years
French Park Care Center	(a)	(2)	Santa Ana	CA	1,076	5,984	596	—	1,076	6,580	(1,517)	6,139	1967	2006	40 years
North Valley Nursing Center	(a)	(2)	Tujunga	CA	614	5,031	—	(25)	614	5,006	(1,377)	4,243	1967	2006	40 years
Brighten at Medford	(a)	(2)	Medford	MA	2,366	6,613	291	(9,270)	—	—	—	—	1978	2007	40 years
Brighten at Ambler	(a)	(2)	Ambler	PA	370	5,112	(653)	—	370	4,459	(955)	3,874	1963	2007	40 years
Brighten at Broomall	(a)	(2)	Broomall	PA	608	3,930	591	—	608	4,521	(1,068)	4,061	1955	2007	40 years
Brighten at Bryn Mawr	(a)	(2)	Bryn Mawr	PA	708	6,352	1,469	—	708	7,821	(1,683)	6,846	1972	2007	40 years
Brighten at Julia Ribaudo	(a)	(2)	Lake Ariel	PA	369	7,560	730	—	369	8,290	(1,830)	6,829	1980	2007	40 years
Good Samaritan Nursing Home	(a)	(2)	Avon	OH	394	8,856	1,177	—	394	10,033	(2,156)	8,271	1964	2007	40 years
Belleville Illinois	(a)	(2)	Belleville	IL	670	3,431	—	—	670	3,431	(727)	3,374	1978	2007	40 years
Homestead Various Leases (b)	(a)	(2)		TX	345	4,353	229	—	345	4,582	(922)	4,005		2007	40 years
Byrd Haven Nursing Home	(a)	(2)	Searcy	AR	773	2,413	132	(3,318)	—	—	—	—	1961	2008	40 years
Evergreen Arvin Healthcare	(a)	(2)	Arvin	CA	900	4,765	784	—	1,029	5,420	(1,028)	5,421	1984	2008	40 years
Evergreen Bakersfield Healthcare	(a)	(2)	Bakersfield	CA	1,000	12,154	1,839	—	1,153	13,840	(2,366)	12,627	1987	2008	40 years
Evergreen Lakeport Healthcare	(a)	(2)	Lakeport	CA	1,100	5,237	877	—	1,257	5,957	(1,155)	6,059	1987	2008	40 years
New Hope Care Center	(a)	(2)	Tracy	CA	1,900	10,294	1,687	—	2,172	11,709	(2,039)	11,842	1987	2008	40 years
Olive Ridge Care Center	(a)	(2)	Oroville	CA	800	8,609	2,298	—	922	10,785	(1,913)	9,794	1987	2008	40 years
Twin Oaks Health & Rehab	(a)	(2)	Chico	CA	1,300	8,398	1,394	—	1,488	9,604	(1,822)	9,270	1988	2008	40 years
Evergreen Health & Rehab	(a)	(2)	LaGrande	OR	1,400	808	307	—	1,591	924	(222)	2,293	1975	2008	40 years
Evergreen Bremerton Health & Rehab	(a)	(2)	Bremerton	WA	650	1,366	—	(2,016)	—	—	—	—	1969	2008	40 years
Four Fountains	(a)	(2)	Belleville	IL	989	5,007	—	—	989	5,007	(850)	5,146	1972	2008	40 years
Brookside Health & Rehab	(a)	(2)	Little Rock	AR	751	4,421	1,614	—	751	6,035	(1,127)	5,659	1969	2008	40 years
Skilcare Nursing Center	(a)	(2)	Jonesboro	AR	417	7,007	374	—	417	7,381	(1,340)	6,458	1973	2008	40 years
Stoneybrook Health & Rehab Center	(a)	(2)	Benton	AR	250	3,170	313	—	250	3,483	(1,484)	2,249	1968	2008	40 years
Trumann Health & Rehab	(a)	(2)	Trumann	AR	167	3,587	346	—	167	3,933	(680)	3,420	1971	2008	40 years
Deseret at McPherson	(a)	(2)	McPherson	KS	92	1,875	148	—	92	2,023	(344)	1,771	1970	2008	40 years
Mission Nursing Center	(a)	(2)	Riverside	CA	230	1,210	69	—	230	1,279	(225)	1,284	1957	2008	40 years
New Byrd Haven Nursing Home	(a)	(2)	Searcy	AR	—	10,213	630	—	630	10,213	(1,888)	8,955	2009	2009	40 years
Hidden Acres Health Care	(a)	(2)	Mount Pleasant	TN	67	3,313	—	—	67	3,313	(403)	2,977	1979	2010	40 years
Heritage Gardens of Portageville	(a)	(2)	Portageville	MO	224	3,089	—	—	224	3,089	(369)	2,944	1995	2010	40 years
Heritage Gardens of Greenville	(a)	(2)	Greenville	MO	119	2,219	—	—	119	2,219	(271)	2,067	1990	2010	40 years
Heritage Gardens of Senath	(a)	(2)	Senath	MO	109	2,773	266	—	109	3,039	(372)	2,776	1980	2010	40 years
Heritage Gardens of Senath South	(a)	(2)	Senath	MO	73	1,855	—	—	73	1,855	(231)	1,697	1980	2010	40 years
The Carrington	(a)	(2)	Lynchburg	VA	706	4,294	—	—	706	4,294	(469)	4,531	1994	2010	40 years
Arma Care Center	(a)	(2)	Arma	KS	57	2,898	—	—	57	2,898	(344)	2,611	1970	2010	40 years
Yates Center Nursing and Rehab	(a)	(2)	Yates	KS	54	2,990	—	—	54	2,990	(353)	2,691	1967	2010	40 years
Great Bend Health & Rehab Center	(a)	(2)	Great Bend	KS	111	4,589	299	—	111	4,888	(705)	4,294	1965	2010	40 years
Maplewood at Norwalk	(b)	(2)	Norwalk	CT	1,590	1,010	15,789	—	1,590	16,799	(1,001)	17,388	1983	2010	40 years
Carrizo Springs Nursing & Rehab	(a)	(2)	Carrizo Springs	TX	45	1,955	—	—	45	1,955	(253)	1,747	1965	2010	40 years
Wellington Leasehold	(a)	(2)	Wellington	KS	—	—	2,000	—	—	2,000	(352)	1,648	1957	2010	21 years
St. James Nursing & Rehab	(a)	(2)	Carrabelle	FL	1,144	8,856	—	—	1,144	8,856	(1,075)	8,925	2009	2011	40 years
University Manor	(a)	(2)	Cleveland	OH	886	8,695	—	—	886	8,695	(919)	8,662	1982	2011	40 years
Grand Rapids Care Center	(a)	(2)	Grand Rapids	OH	288	1,517	—	—	288	1,517	(170)	1,635	1993	2011	40 years
Bellevue Care Center	(a)	(2)	Bellevue	OH	282	3,440	—	—	282	3,440	(346)	3,376	1988	2011	40 years
Orchard Grove Assisted Living	(b)	(2)	Bellevue	OH	282	3,440	—	—	282	3,440	(346)	3,376	1998	2011	40 years
Woodland Manor Nursing and Rehabilitation	(a)	(2)	Conroe	TX	577	2,091	280	—	577	2,371	(299)	2,649	1975	2011	40 years
Fredericksburg Nursing and Rehabilitation	(a)	(2)	Fredericksburg	TX	327	3,046	30	—	327	3,076	(328)	3,075	1970	2011	40 years
Jasper Nursing and Rehabilitation	(a)	(2)	Jasper	TX	113	2,554	29	(2,696)	—	—	—	—	1972	2011	40 years
Legacy Park Community Living Center	(a)	(2)	Peabody	KS	33	1,267	440	—	33	1,707	(156)	1,584	1963	2011	40 years
Oak Manor Nursing and Rehabilitation	(a)	(2)	Commerce	TX	225	1,868	444	—	225	2,312	(257)	2,280	1963	2011	40 years
Loma Linda Healthcare	(a)	(2)	Moberly	MO	913	4,557	6	—	913	4,563	(490)	4,986	1987	2011	40 years
Transitions Healthcare Gettysburg	(a)	(2)	Gettysburg	PA	242	5,858	347	—	242	6,205	(608)	5,839	1950	2011	40 years
Maplewood at Darien	(b)	(2)	Darien	CT	2,430	3,070	12,263	—	2,430	15,333	(1,038)	16,725	2012	2011	40 years
Scranton Healthcare Center	(a)	(2)	Scranton	PA	1,120	5,537	—	—	1,120	5,537	(459)	6,198	2002	2011	40 years
Burford Manor	(a)	(2)	Davis	OK	80	3,220	—	—	80	3,220	(272)	3,028	1969	2011	40 years
Care Meridian Cowan Heights	(h)	(2)	Santa Ana	CA	220	1,129	—	—	220	1,129	(112)	1,237	1989	2011	40 years
Care Meridian La Habra Heights	(h)	(2)	La Habra	CA	200	1,339	—	—	200	1,339	(130)	1,409	1990	2011	40 years
Care Meridian Oxnard	(h)	(2)	Oxnard	CA	100	1,219	—	—	100	1,219	(121)	1,198	1994	2011	40 years
Care Meridian Marin	(h)	(2)	Fairfax	CA	320	2,149	—	—	320	2,149	(197)	2,272	2000	2011	40 years
Care Meridian Artesia	(h)	(2)	Artesia	CA	180	1,389	—	—	180	1,389	(133)	1,436	2002	2011	40 years
Care Meridian Las Vegas	(a)	(2)	Las Vegas	NV	760	7,776	324	—	760	8,100	(707)	8,153	2004	2011	40 years
Bath Creek		(2)	Cuyahoga Falls	OH	—	—	—	—	—	—	—	—	2013	2012	40 years
Astoria Health and Rehab	(a)	(2)	Germantown	OH	330	2,170	278	—	330	2,448	(216)	2,562	1996	2012	40 years
North Platte Care Centre	(a)/(b)	(2)	North Platte	NE	237	2,129	77	—	237	2,206	(246)	2,197	1983	2012	40 years
Fair Oaks Care Centre	(b)	(2)	Shenandoah	IA	68	402	—	—	68	402	(33)	437	1997	2012	40 years
Crest Haven Care Centre	(a)	(2)	Creston	IA	72	1,467	117	—	72	1,584	(131)	1,525	1964	2012	40 years
Premier Estates Rock Rapids	(b)	(2)	Rock Rapids	IA	83	2,282	—	—	83	2,282	(183)	2,182	1998	2012	40 years
Rock Rapids Care Centre	(a)	(2)	Rock Rapids	IA	113	2,349	151	—	113	2,500	(197)	2,416	1976	2012	40 years
Elmwood Care Centre	(a)/(b)	(2)	Onawa	IA	227	1,733	190	—	227	1,923	(179)	1,971	1961	2012	40 years
Sunny Knoll Care Centre	(a)	(2)	Rockwell City	IA	62	2,092	—	—	62	2,092	(170)	1,984	1966	2012	40 years
New Hampton Care Centre	(a)	(2)	New Hampton	IA	144	2,739	31	—	144	2,770	(239)	2,675	1967	2012	40 years
Monte Siesta	(a)	(2)	Austin	TX	770	5,230	—	—	770	5,230	(428)	5,572	1964	2012	40 years
Silver Pines	(a)	(2)	Bastrop	TX	480	3,120	—	—	480	3,120	(321)	3,279	1987	2012	40 years
Spring Creek	(a)	(2)	Beaumont	TX	300	700	—	—	300	700	(72)	928	1969	2012	40 years
Riverview	(a)	(2)	Boerne	TX	480	3,470	300	—	780	3,470	(335)	3,915	1994	2012	40 years
Bluebonnet	(a)	(2)	Karnes City	TX	420	3,130	—	—	420	3,130	(320)	3,230	1994	2012	40 years
Cottonwood	(a)	(2)	Denton	TX	240	2,060	—	—	240	2,060	(189)	2,111	1969	2012	40 years
Regency Manor	(a)	(2)	Floresville	TX	780	6,120	—	—	780	6,120	(571)	6,329	1995	2012	40 years
DeLeon	(a)	(2)	DeLeon	TX	200	2,800	—	—	200	2,800	(240)	2,760	1974	2012	40 years
Spring Oaks	(a)	(2)	Lampasas	TX	360	4,640	—	—	360	4,640	(420)	4,580	1990	2012	40 years
Lynwood	(a)	(2)	Levelland	TX	300	3,800	—	—	300	3,800	(380)	3,720	1990	2012	40 years
Sienna	(a)	(2)	Odessa	TX	350	8,050	—	—	350	8,050	(664)	7,736	1974	2012	40 years
Deerings	(a)	(2)	Odessa	TX	280	8,420	140	—	280	8,560	(711)	8,129	1975	2012	40 years
Terrace West	(a)	(2)	Midland	TX	440	5,860	—	—	440	5,860	(525)	5,775	1975	2012	40 years
Lake Lodge	(a)	(2)	Lake Worth	TX	650	4,610	—	—	650	4,610	(420)	4,840	1977	2012	40 years
Nolan	(a)	(2)	Sweetwater	TX	190	4,210	—	—	190	4,210	(429)	3,971	2010	2012	40 years
Langdon Hall	(b)	(2)	Bradenton	FL	390	4,546	180	—	390	4,726	(369)	4,747	1985	2012	40 years
Mount Washington Residence	(b)	(2)	Eau Claire	WI	1,040	1,460	352	—	1,040	1,812	(153)	2,699	1930	2012	40 years
Highlands Nursing and Rehabilitation Center	(a)	(2)	Louisville	KY	441	9,484	127	—	441	9,611	(688)	9,364	1977	2012	40 years
Seven Oaks Nursing & Rehabilitation	(a)	(2)	Glendale	WI	1,620	5,980	—	—	1,620	5,980	(374)	7,226	1994	2012	40 years

					Initial Cost to Company		Costs Capitalized Subsequent to Acquisition		Amount Carried at December 31, 2014 (c)						
Description	Type of Asset	Encumbrances	City	State	Land	Buildings & Improvements	Improvements / Adjustments	Impairment / Dispositions	Land	Buildings & Improvements	Accumulated Depreciation	Net	Year of Construction	Date Acquired	Life on Which Depreciation in Statement of Operations Computed
Nesbit Living and Recovery Center	(a)	(2)	Seguin	TX	600	4,400	—	—	600	4,400	(323)	4,677	1958	2012	40 years
The Harbor House of Ocala	(b)	(2)	Dunnellon, FL	FL	690	3,510	285	—	690	3,795	(246)	4,239	1993	2012	40 years
The Harmony House at Ocala	(b)	(2)	Ocala, FL	FL	500	2,800	37	—	500	2,837	(179)	3,158	1984	2012	40 years
The Haven House at Ocala	(b)	(2)	Dunnellon, FL	FL	490	2,610	98	—	490	2,708	(170)	3,028	1991	2012	40 years
Seaside Manor Ormond Beach	(b)	(2)	Ormond Beach, FL	FL	630	2,870	80	—	630	2,950	(206)	3,374	1996	2012	40 years
Fountain Lake	(a)	(2)	Hot Springs	AR	—	—	181	—	—	181	(13)	168	2007	2008	40 years
Northridge Healthcare/Rehab	(a)	(2)	Little Rock	AR	465	3,012	55	(3,532)	—	—	—	—	1969	2005	40 years
Eagle Lake Nursing and Rehabilitation	(e)	(2)	Eagle Lake	TX	93	—	6,446	—	93	6,446	(172)	6,367	2013	2012	40 years
Chatham Acres Nursing Home	(a)	(2)	Chatham	PA	203	1,997	9,871	—	203	11,868	(2,246)	9,825	1873	2011	40 years
Houston Nursing and Rehab	(a)	(2)	Houston	TX	228	2,452	—	—	228	2,452	(892)	1,788	1976	2006	40 years
Raton Nursing and Rehab Center	(a)	(2)	Raton	NM	128	1,509	47	—	128	1,556	(610)	1,074	1985	2005	40 years
Red Rocks Care Center	(a)	(2)	Gallup	NM	329	3,953	17	—	329	3,970	(1,233)	3,066	1978	2005	40 years
Heritage Villa Nursing/Rehab	(a)	(2)	Dayton	TX	18	436	9	—	18	445	(156)	307	1964	2005	40 years
Wellington Oaks Nursing/Rehab	(a)	(2)	Ft. Worth	TX	137	1,147	(9)	—	137	1,138	(416)	859	1963	2005	40 years
Blanco Villa Nursing and Rehab	(a)	(2)	San Antonio	TX	342	1,931	971	—	342	2,902	(869)	2,375	1969	2005	40 years
Forest Hill Nursing Center	(a)	(2)	Ft. Worth	TX	88	1,764	—	(1,852)	—	—	—	—		2005	40 years
Garland Nursing and Rehab	(a)	(2)	Garland	TX	57	1,058	1,358	—	57	2,416	(530)	1,943	1964	2005	40 years
Hillcrest Nursing and Rehab	(a)	(2)	Wylie	TX	210	2,684	528	—	210	3,212	(848)	2,574	1975	2005	40 years
Mansfield Nursing and Rehab	(a)	(2)	Mansfield	TX	487	2,143	(18)	—	487	2,125	(686)	1,926	1964	2005	40 years
Westridge Nursing and Rehab	(a)	(2)	Lancaster	TX	626	1,848	(16)	—	626	1,832	(610)	1,848	1973	2005	40 years
Brownwood Nursing and Rehab	(a)	(2)	Brownwood	TX	140	3,464	1,502	—	140	4,966	(1,152)	3,954	1968	2005	40 years
Irving Nursing and Rehab	(a)	(2)	Irving	TX	137	1,248	(10)	—	137	1,238	(419)	956	1972	2005	40 years
North Pointe Nursing and Rehab	(a)	(2)	Watauga	TX	1,061	3,846	—	—	1,061	3,846	(1,110)	3,797	1999	2005	40 years
Evergreen Foothills Center	(a)	(2)	Phoenix	AZ	500	4,538	—	—	500	4,538	(1,689)	3,349	1997	2005	40 years
Evergreen Sun City Center	(a)	(2)	Sun City	AZ	476	5,698	60	—	476	5,758	(1,746)	4,488	1985	2005	40 years
Sunset Gardens at Mesa	(b)	(2)	Mesa	AZ	123	1,641	(14)	—	123	1,627	(472)	1,278	1974	2005	40 years
Evergreen Mesa Christian Center	(a)	(2)	Mesa	AZ	466	6,231	(47)	(615)	466	5,569	(1,921)	4,114	1973	2005	40 years
San Juan Rehab and Care Center	(a)	(2)	Anacortes	WA	625	1,185	2,041	—	625	3,226	(993)	2,858	1965	2005	40 years
Pomona Vista Alzheimer's Center	(a)	(2)	Ponoma	CA	403	955	—	—	403	955	(311)	1,047	1959	2005	40 years
Rose Convalescent Hospital	(a)	(2)	Baldwin Park	CA	1,308	486	—	—	1,308	486	(184)	1,610	1963	2005	40 years
Evergreen Nursing/Rehab Center	(a)	(2)	Effingham	IL	317	3,462	—	—	317	3,462	(1,018)	2,761	1974	2005	40 years
Doctors Nursing and Rehab Center	(a)	(2)	Salem	IL	125	4,664	900	—	125	5,564	(1,446)	4,243	1972	2005	40 years
Willis Nursing and Rehab	(a)	(2)	Willis	TX	212	2,407	—	—	212	2,407	(596)	2,023	1975	2006	40 years
Douglas Rehab and Care Center	(a)	(2)	Matoon	IL	250	2,391	1,404	(13)	250	3,782	(681)	3,351	1963	2006	40 years
Villa Rancho Bernardo Care Center	(a)	(2)	San Diego	CA	1,425	9,653	65	(57)	1,425	9,661	(2,301)	8,785	1994	2006	40 years
Austin Nursing Center	(a)	(2)	Austin	TX	1,501	4,505	2,293	—	1,501	6,798	(1,182)	7,117	2007	2007	40 years
Dove Hill Care Center and Villas	(a)	(2)	Hamilton	TX	58	5,781	—	—	58	5,781	(1,186)	4,653	1998	2007	40 years
Evergreen Health & Rehab of Petaluma	(a)	(2)	Petaluma	CA	749	2,460	—	—	749	2,460	(562)	2,647	1969	2009	40 years
Evergreen Mountain View Health & Rehab	(a)	(2)	Carson City	NV	3,455	5,942	—	—	3,455	5,942	(976)	8,421	1977	2009	40 years
Maplewood at Orange	(b)	(2)	Orange	CT	1,134	11,155	2,543	—	1,134	13,698	(1,494)	13,338	1999	2010	40 years
Lakewood Senior Living of Pratt	(a)	(2)	Pratt	KS	19	503	312	—	19	815	(83)	751	1964	2011	40 years
Lakewood Senior Living of Seville	(a)	(2)	Wichita	KS	94	897	151	—	94	1,048	(139)	1,003	1977	2011	40 years
Lakewood Senior Living of Haviland	(a)	(2)	Haviland	KS	112	649	16	—	112	665	(86)	691	1971	2011	40 years
Maplewood at Newtown	(b)	(2)	Newtown	CT	4,942	7,058	3,952	—	6,314	9,638	(976)	14,976	2000	2011	40 years
Crawford Manor	(a)	(2)	Cleveland	OH	120	3,080	—	—	120	3,080	(274)	2,926	1994	2011	40 years
Amberwood Manor Nursing Home Rehabilitation	(a)	(2)	New Philadelphia	PA	451	3,264	—	—	451	3,264	(274)	3,441	1962	2011	40 years
Caring Heights Community Care & Rehabilitation Center	(a)	(2)	Coroapolis	PA	1,546	10,018	—	—	1,546	10,018	(845)	10,719	1983	2011	40 years
Dunmore Healthcare Group	(a)	(2)	Dunmore	PA	398	6,813	—	—	398	6,813	(580)	6,631	2002	2011	40 years
Eagle Creek Healthcare Group	(a)	(2)	West Union	OH	1,056	5,774	163	—	1,056	5,937	(491)	6,502	1981	2011	40 years
Edison Manor Nursing & Rehabilitation	(a)	(2)	New Castle	PA	393	8,246	—	—	393	8,246	(705)	7,934	1982	2011	40 years
Indian Hills Health & Rehabilitation Center	(a)	(2)	Euclid	OH	853	8,425	—	—	853	8,425	(710)	8,568	1989	2011	40 years
Milcrest Nursing Center	(a)	(2)	Marysville	OH	736	2,169	—	—	736	2,169	(188)	2,717	1968	2011	40 years
Deseret Nursing & Rehabilitation at Colby	(a)	(2)	Colby	KS	569	2,799	—	—	569	2,799	(231)	3,137	1974	2011	40 years
Deseret Nursing & Rehabilitation at Kensington	(a)	(2)	Kensington	KS	280	1,419	—	—	280	1,419	(124)	1,575	1967	2011	40 years
Deseret Nursing & Rehabilitation at Onaga	(a)	(2)	Onaga	KS	87	2,866	—	—	87	2,866	(236)	2,717	1959	2011	40 years
Deseret Nursing & Rehabilitation at Oswego	(a)	(2)	Oswego	KS	183	840	—	—	183	840	(76)	947	1960	2011	40 years
Deseret Nursing & Rehabilitation at Smith Center	(a)	(2)	Smith Center	KS	106	1,650	—	—	106	1,650	(140)	1,616	1960	2011	40 years
Sandalwood Healthcare	(a)	(2)	Little Rock	AR	1,040	3,710	866	—	1,040	4,576	(463)	5,153	1996	2011	40 years
Gardnerville Health and Rehab	(a)	(2)	Gardnerville	NV	1,238	3,562	—	—	1,238	3,562	(295)	4,505	2000	2012	40 years
Aviv Asset Management	(d)	(2)	Chicago	IL	—	—	1,294	—	—	1,294	(601)	693			
Community Care and Rehab	(a)	(2)	Riverside	CA	1,648	9,852	—	—	1,648	9,852	(1,367)	10,133	1965	2010	40 years
Rivercrest Specialty Hospital	(i)	(2)	Mishawaka	IN	328	8,072	1,691	—	328	9,763	(641)	9,450	1991	2012	40 years
Safe Haven Hospital and Care Center	(a)	(2)	Pocatello	ID	470	5,530	3,577	—	470	9,107	(522)	9,055	1970	2012	40 years
Care Meridian Pleasanton	(h)	(2)	Pleasanton	CA	411	751	1,475	—	411	2,226	(127)	2,510	2012	2012	40 years
Inola Health Care Center	(a)	(2)	Inola	OK	520	2,480	—	—	520	2,480	(175)	2,825	1990	2012	40 years
Avondale Cottage of Pryor	(b)	(2)	Pryor	OK	100	400	—	—	100	400	(23)	477	2000	2012	40 years
The Woodlands at Robinson	(a)	(2)	Ravenna	OH	660	6,940	—	—	660	6,940	(434)	7,166	2000	2012	40 years
Texan Nursing & Rehab of Gonzales	(a)	(2)	Gonzales	TX	560	1,840	233	—	560	2,073	(108)	2,525	1963	2013	40 years
Knox and Winamac Community Health Center	(j)	(2)	Knox	IN	137	1,063	—	—	137	1,063	(45)	1,155	2008	2013	40 years
Diplomate Healthcare	(a)	(2)	North Royalton	OH	1,330	13,020	—	—	1,330	13,020	(658)	13,692	1979	2013	40 years
Warr Acres Nursing Center	(a)	(2)	Oklahoma City	OK	580	2,420	—	—	580	2,420	(135)	2,865	1971	2013	40 years
Windsor Hills Nursing Center	(a)	(2)	Oklahoma City	OK	370	2,830	—	—	370	2,830	(167)	3,033	1967	2013	40 years
Oakcreek Nursing and Rehab	(a)	(2)	Luling	TX	272	3,178	—	—	272	3,178	(150)	3,300	1972	2013	40 years
Heart of Florida	(b)	(2)	Haines City	FL	510	2,990	—	—	510	2,990	(111)	3,389	1954	2013	40 years
Tender Loving Care	(b)	(2)	Lakeland	FL	330	2,270	—	—	330	2,270	(83)	2,517	1980	2013	40 years
Tangerine Cove	(b)	(2)	Brooksville	FL	702	6,198	—	—	702	6,198	(227)	6,673	1925	2013	40 years
Mercy Franciscan at Schroder	(a)	(2)	Hamilton	OH	1,066	8,862	13	—	1,066	8,875	(340)	9,601	1971	2013	40 years
Mercy Providence Retirement	(a)	(2)	New Albany	IN	1,152	15,578	—	—	1,152	15,578	(564)	16,166	1999	2013	40 years
Mercy Siena Retirement	(a)	(2)	Dayton	OH	1,158	3,455	—	—	1,158	3,455	(139)	4,474	1966	2013	40 years
Mercy St. Theresa	(a)	(2)	Cincinnati	OH	1,287	3,341	96	—	1,287	3,437	(135)	4,589	1929	2013	40 years
Echo Manor	(a)	(2)	Pickerington	OH	550	9,810	—	—	550	9,810	(344)	10,016	1978	2013	40 years
Oak Pavillion Nursing Home	(a)	(2)	Cincinnati	OH	530	12,260	—	—	530	12,260	(439)	12,351	1967	2013	40 years
Park View Nursing Center	(a)	(2)	Edgerton	OH	390	5,050	—	—	390	5,050	(184)	5,256	1920	2013	40 years
Summit's Trace Nursing Home	(a)	(2)	Columbus	OH	2,070	10,340	—	—	2,070	10,340	(388)	12,022	1964	2013	40 years
Yell County Nursing Home	(a)	(2)	Ola	AR	78	1,085	141	—	78	1,226	(40)	1,264	1965	2013	40 years
Heather Hill	(a)	(2)	Chardon	OH	1,650	13,865	—	—	1,650	13,865	(441)	15,074	1955	2013	40 years
Liberty Assisted Living	(b)	(2)	Chardon	OH	630	9,585	1,230	—	630	10,815	(308)	11,137	1999	2013	40 years
Heather Hill LTACH	(i)	(2)	Chardon	OH	1,100	8,770	—	—	1,100	8,770	(247)	9,623	1955	2013	40 years
The Village at Richardson	(a)	(2)	Richardson	TX	1,470	11,530	30	—	1,470	11,560	(369)	12,661	1980	2013	40 years
Helia Healthcare of Champaign	(a)	(2)	Champaign	IL	350	2,450	73	—	350	2,523	(79)	2,794	1961	2013	40 years
Helia Healthcare of Energy	(a)	(2)	Energy	IL	100	3,300	—	—	100	3,300	(106)	3,294	1971	2013	40 years
Helia Healthcare of W. Franklin	(a)	(2)	West Frankfort	IL	50	750	—	—	50	750	(25)	775	1973	2013	40 years

Fort Stockton Nursing Center	(a)	(2)	Fort Stockton	TX	480	2,870	637	—	480	3,507	(113)	3,874	1992	2013	40 years
North Ridge Care Center	(a)	(2)	New Hope	MN	5,268	18,930	319	—	5,268	19,249	(607)	23,910	1966	2014	41 years
North Ridge Apartments	(a)	(2)	New Hope	MN	2,175	7,555	682	—	2,175	8,237	(241)	10,171	1983	2014	42 years
North Ridge ALF	(b)	(2)	New Hope	MN	1,278	4,795	—	—	1,278	4,795	(147)	5,926	1983	2014	43 years
Bridgecrest Rehab Suites	(a)	(2)	Houston	TX	1,280	14,640	—	—	1,280	14,640	(397)	15,523	2014	2014	44 years
Carrington Place at Muscatine	(a)	(2)	Muscatine	IA	320	8,080	—	—	320	8,080	(220)	8,180	1961	2014	45 years

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Description	Type of Asset	Encumbrances	City	State	Land	Buildings & Improvements	Improvements / Adjustments	Impairment / Dispositions	Land	Buildings & Improvements	Accumulated Depreciation	Net	Year of Construction	Date Acquired	Life on Which Depreciation in Statement of Operations Computed
Carrington Place of Toledo	(a)	(2)	Toledo	IA	340	4,760	—	—	340	4,760	(129)	4,971	1975	2014	46 years
Gallatin Health Care	(a)	(2)	Warsaw	KY	550	7,410	—	—	550	7,410	(204)	7,756	1989	2014	47 years
Homestead Lexington	(a)	(2)	Lexington	KY	760	6,280	—	—	760	6,280	(173)	6,867	1969	2014	48 years
Homestead New Castle	(a)	(2)	New Castle	KY	290	3,110	—	—	290	3,110	(80)	3,320	1971	2014	49 years
The Oaks	(b)	(2)	LaGrange	KY	240	1,110	—	—	240	1,110	(30)	1,320	1990	2014	50 years
Pine Meadows Health Care	(a)	(2)	Lexington	KY	660	6,620	—	—	660	6,620	(182)	7,098	1990	2014	51 years
The Richwood	(a)	(2)	LaGrange	KY	660	5,560	—	—	660	5,560	(156)	6,064	1997	2014	52 years
Twin Oaks Assisted Living	(b)	(2)	New Castle	KY	280	1,470	—	—	280	1,470	(41)	1,709	2002	2014	53 years
Care Meridian Northridge	(h)	(2)	Northridge	CA	469	310	623	—	469	933	(33)	1,369	2013	2013	40 years
Pensacola Health Care	(a)	(2)	Pensacola	FL	160	5,840	—	—	160	5,840	(160)	5,840	1984	2014	40 years
Edgewood Rehab	(a)	(2)	Mesquite	TX	1,070	12,170	—	—	1,070	12,170	(258)	12,982	2012	2014	40 years
Estrella Oaks Rehab	(a)	(2)	Georgetown	TX	1,420	12,660	—	—	1,420	12,660	(267)	13,813	2011	2014	40 years
Sandy Lake Rehab	(a)	(2)	Coppell	TX	920	12,030	—	—	920	12,030	(251)	12,700	2009	2014	40 years
San Gabriel Rehab	(a)	(2)	Round Rock	TX	1,460	11,970	—	—	1,460	11,970	(263)	13,168	2011	2014	40 years
Mulberry Manor	(a)	(2)	Stephenville	TX	580	3,020	—	—	580	3,020	(67)	3,533	1965	2014	40 years
Lindsay Gardens	(a)	(2)	Lindsay	CA	480	5,770	—	—	480	5,770	(129)	6,121	1996	2014	40 years
Sun Villa	(a)	(2)	Porterville	CA	500	4,100	—	—	500	4,100	(85)	4,515	1958	2014	40 years
Valley Care Center	(a)	(2)	Porterville	CA	120	2,380	—	—	120	2,380	(50)	2,450	1947	2014	40 years
Royal Manor	(a)	(2)	Nicholasville	KY	280	5,720	—	—	280	5,720	(109)	5,891	1974	2014	40 years
Chateau Care Center	(a)	(2)	St. Joseph	MO	40	2,860	—	—	40	2,860	(50)	2,850	1955	2014	40 years
The Inn	(a)	(2)	St. Joseph	MO	270	6,330	—	—	270	6,330	(105)	6,495	1980	2014	40 years
Riverside Care Center	(a)	(2)	St. Joseph	MO	160	6,540	—	—	160	6,540	(98)	6,602	1980	2014	40 years
Maplewood at Mayflower Nursing	(a)	(2)	West Yarmouth	MA	800	13,200	35	—	800	13,235	(182)	13,853	1988	2014	40 years
Royal Park Care Center	(a)	(2)	Spokane	WA	810	21,990	—	—	810	21,990	(226)	22,574	1990	2014	40 years
Alderwood Park Center	(a)	(2)	Bellingham	WA	980	11,400	—	—	980	11,400	(119)	12,261	1996	2014	40 years
Merry Haven Care Center	(a)	(2)	Snohomish	WA	750	9,970	—	—	750	9,970	(104)	10,616	1986	2014	40 years
Royal Plaza Retirement Center	(b)	(2)	Lewiston	ID	1,480	18,240	—	—	1,480	18,240	(181)	19,539	2008	2014	40 years
Royal Plaza Spokane	(b)	(2)	Spokane	WA	770	11,890	—	—	770	11,890	(122)	12,538	1996	2014	40 years
Highland Care Center	(a)	(2)	Bellingham	WA	240	5,080	—	—	240	5,080	(53)	5,267	1951	2014	40 years
Belle Meade Home	(a)	(2)	Greenville	KY	380	4,220	—	—	380	4,220	(35)	4,565	1980	2014	40 years
Premier Care of Dallas	(a)	(2)	Dallas	TX	960	14,140	—	—	960	14,140	(76)	15,024	2012	2014	40 years
Premier Care on Hillcrest	(a)	(2)	Dallas	TX	870	12,530	—	—	870	12,530	(67)	13,333	2011	2014	40 years
Care Meridian Granite Bay	(h)	(2)	Granite Bay	CA	540	435	2,683	—	540	3,118	(57)	3,601	1978	2012	40 years
Bethel	(c)	(2)	Bethel	CT	2,400	—	23,442	—	2,400	23,442	(41)	25,801	2014	2013	40 years
Care Meridian Chatsworth	(h)	(2)	Chatsworth	CA	416	281	766	—	416	1,047	(30)	1,433	2013	2013	40 years
Doctors Neuro Hospital	(k)	(2)	Bremen	IN	400	8,900	2,796	—	400	11,696	(279)	11,817	1988	2013	40 years
Unencumbered Guarantors subtotal					170,103	1,361,012	176,463	(82,056)	164,426	1,461,097	(184,732)	1,440,791			
Little Rock Health and Rehab	(a)	(4)	Little Rock	AR	471	4,779	7,613	(12,863)	—	—	—	—	1971	2009	40 years
Pinehurst Park Terrace	(a)	(4)	Seattle	WA	—	360	—	(360)	—	—	—	—		2005	40 years
North Richland Hills	(a)	(4)	North Richland Hills	TX	980	—	5,068	(6,048)	—	—	—	—		2005	40 years
Skagit Aviv		(4)	Mt. Vernon	WA	—	—	422	(422)	—	—	—	—		2014	40 years
The Laurels of Defiance	(a)	(4)	Defiance	OH	145	10,736	—	—	145	10,736	—	10,881	1979	2014	40 years
The Laurels of Hillsboro	(a)	(4)	Hillsboro	OH	346	8,087	—	—	346	8,087	—	8,433	1976	2014	40 years
The Laurels of Massillon	(a)	(4)	Massillon	OH	1,492	23,848	—	—	1,492	23,848	—	25,340	1995	2014	40 years
The Laurels of Mt. Vernon	(a)	(4)	Mt. Vernon	OH	225	10,881	—	—	225	10,881	—	11,106	1977	2014	40 years
The Laurels of Norworth	(a)	(4)	Worthington	OH	1,203	15,029	—	—	1,203	15,029	—	16,232	1969	2014	40 years
The Laurels of Shane Hill	(a)	(4)	Rockford	OH	214	13,595	—	—	214	13,595	—	13,809	1971	2014	40 years
Maplewood of Shane's Village	(b)	(4)	Rockford	OH	47	3,021	—	—	47	3,021	—	3,068	1971	2014	40 years
The Laurels of Worthington	(a)	(4)	Worthington	OH	1,194	9,675	—	—	1,194	9,675	—	10,869	1960	2014	40 years
The Laurels of Bedford	(a)	(4)	Battle Creek	OH	768	11,725	—	—	768	11,725	—	12,493	1974	2014	40 years
The Laurels of Coldwater	(a)	(4)	Coldwater	MI	258	18,705	—	—	258	18,705	—	18,963	1970	2014	40 years
The Laurels of Fulton	(a)	(4)	Perrinton	MI	381	8,057	—	—	381	8,057	—	8,438	1972	2014	40 years
The Laurels of Galesburg	(a)	(4)	Galesburg	MI	326	8,786	—	—	326	8,786	—	9,112	1973	2014	40 years
The Laurels of Hudsonville	(a)	(4)	Hudsonville	MI	178	12,455	—	—	178	12,455	—	12,633	1964	2014	40 years
The Laurels of Kent	(a)	(4)	Lowell	MI	208	15,295	—	—	208	15,295	—	15,503	1972	2014	40 years
The Laurels of Mt. Pleasant	(a)	(4)	Mt. Pleasant	MI	444	10,574	—	—	444	10,574	—	11,018	1964	2014	40 years
The Laurels of Sandy Creek	(a)	(4)	Wayland	MI	995	10,560	—	—	995	10,560	—	11,555	1974	2014	40 years
Maplewood of Sandy Creek	(b)	(4)	Wayland	MI	201	2,133	—	—	201	2,133	—	2,334	1974	2014	40 years
Maplewood of Marshall	(b)	(4)	Marshall	MI	160	10,002	—	—	160	10,002	—	10,162	1997	2014	40 years
Maplewood of Mt. Pleasant	(b)	(4)	Mt. Pleasant	MI	168	7,255	—	—	168	7,255	—	7,423	1989	2014	40 years
Ashewood Manor	(a)	(4)	Asheville	NC	233	4,752	—	—	233	4,752	—	4,985	1990	2014	40 years
The Laurels of Chatham	(a)	(4)	Pittsboro	NC	915	12,656	—	—	915	12,656	—	13,571	1991	2014	40 years
The Laurels of Forest Glenn	(a)	(4)	Garner	NC	1,103	11,763	—	—	1,103	11,763	—	12,866	1991	2014	40 years
The Laurels of Green Tree Ridge	(a)	(4)	Asheville	NC	440	12,110	—	—	440	12,110	—	12,550	1990	2014	40 years
The Laurels of Salisbury	(a)	(4)	Salisbury	NC	447	6,411	—	—	447	6,411	—	6,858	1992	2014	40 years
The Laurels of Summit Ridge	(a)	(4)	Asheville	NC	1,192	17,336	—	—	1,192	17,336	—	18,528	1927	2014	40 years
The Laurels of DeKalb	(a)	(4)	Butler	IN	321	7,703	—	—	321	7,703	—	8,024	1973	2014	40 years
The Laurels of Hendersonville	(a)	(4)	Hendersonville	NC	—	—	—	—	—	—	—	—		2014	40 years
The Laurels of Willow Creek	(a)	(4)	Midlothian	VA	—	—	—	—	—	—	—	—		2014	40 years
Westerville Office Building	(j)	(4)	Westerville	OH	1,026	6,712	—	—	1,026	6,712	—	7,738		2014	40 years
Non-Guarantors subtotal					16,081	295,001	13,103	(19,693)	14,630	289,862	—	304,492			
Maplewood at Danbury	(b)	(5)	Danbury	CT	1,919	14,081	687	—	1,919	14,768	(1,041)	15,646	1968	2012	40 years
Non-Guarantors, HUD Loan subtotal					1,919	14,081	687	—	1,919	14,768	(1,041)	15,646			
					188,103	1,670,094	190,314	(101,749)	180,975	1,765,788	(185,788)	1,760,976			

Assets under direct financing leases

Description	Type of Asset	Encum-brances	City	State	Initial Cost to Company	Accretion/ Amortization	Impairment/ Dispositions	Assets Under Direct Financing Leases	Net	Year of Construction	Date Acquired
Fountain Lake	(a)	(2)	Hot Springs	AR	10,419	872	—	$ 11,291	11,291	2007	2008
					$ 10,419	$ 872	$ —	$ 11,291	$ 11,291		

Development Properties

Description	Type of Asset	Encumbrances	City	State	Land	Buildings & Improvements	Improvements / Adjustments	Construction in Progress	Land	Buildings & Improvements		Accumulated Depreciation	Construction in Progress and Land Held for Development	Net	Year of Construction	Date Acquired	Life on Which Depreciation in Statement of Operations Computed
Deseret at Mansfield	(b)	(2)	Mansfield	OH	146	2,686	20	293	146	2,706		(597)	293	2,548	1980	2006	40 years
Care Meridian Escondido	(h)	(2)	Escondido	CA	170	1,139	—	87	170	1,139		(115)	87	1,281	1990	2011	40 years
Care Meridian Fresno-Marks	(h)	(2)	Fresno	CA	270	1,709	—	197	270	1,709		(164)	197	2,012	1990	2011	40 years
Care Meridian Sacramento	(h)	(2)	Elk Grove	CA	220	1,649	—	247	220	1,649		(160)	247	1,956	1992	2011	40 years
Care Meridian Santiago Canyon	(h)	(2)	Silverado	CA	550	1,039	—	110	550	1,040		(114)	109	1,585	1999	2011	40 years
Care Meridian Gilroy	(h)	(2)	Gilroy	CA	1,089	1,759	—	169	1,089	1,761		(168)	167	2,849	2000	2011	40 years
Twinbrook Nursing & Rehab	(a)	(2)	Louisville	KY	880	8,120	—	661	880	8,120		(353)	661	9,308	1960	2013	40 years
Houston Nursing and Rehab	(c)	(2)	Webster	TX	2,110	—	—	256	—	—		—	2,366	2,366		2014	40 years
Maplewood at Brewster	(c)	(2)	Brewster	MA	6,288	—	—	3,798	—	—		—	10,086	10,086		2014	40 years
Maplewood at Mayflower Place	(b)	(2)	West Yarmouth	MA	3,200	32,800	—	2,714	3,200	32,800		(440)	2,714	38,274	1988	2014	40 years
Maplewood at Yarmouth ALZ	(c)	(2)	West Yarmouth	MA	3,784	—	40	80	—	40		—	3,864	3,904		2014	40 years
Maplewood at Cuyahoga Falls	(c)	(4)	Cuyahoga Falls	OH	1,250	—	—	242	—	—		—	1,492	1,492		2014	40 years
Maplewood at Twinsburg	(c)	(4)	Twinsburg	OH	750	—	—	70	—	—		—	820	820		2014	40 years
Maplewood at Norumbega Point	(b)	(2)	Weston	MA	2,800	29,200	—	87	2,800	29,240		(388)	47	31,699	1994	2014	40 years
					$23,507	$ 80,102	$—	$ 60	$ 9,011	$ 9,325	$ 80,204	$ (2,498)	$ 23,150	$110,181			
										$190,300	$ 1,845,992	$ (188,286)	$ 23,150	$1,882,447			

(a) Skilled Nursing Facilities (SNFs)
(b) Assisted Living Facilities (ALFs)
(c) Vacant Land
(d) Assets relating to corporate office space
(e) Developmental asset
(f) Includes six properties all located in Texas
(g) The aggregate cost for federal income tax purposes of the real estate as of December 31, 2014 is $1.8 billion (unaudited).
(h) Traumatic Brain Injury Center (TBIs)
(i) Long Term Acute Care
(j) Medical Office Building
(k) Hospital

Encumbrances:

(1) Issuer
(2) Unencumbered guarantors
(3) Encumbered guarantors
(4) Non guarantors
(5) Non guarantor, HUD loan

AVIV REIT, INC.
AVIV HEALTHCARE PROPERTIES LIMITED PARTNERSHIP

	For the Years Ended December 31,		
	2014	2013	2012
Reconciliation of real estate:			
Carrying cost:			
Balance at beginning of period	$ 1,310,790	$ 1,102,832	$ 919,383
Additions during the period:			
Acquisitions	706,970	199,789	184,326
Development of rental properties and capital expenditures	60,535	28,415	42,448
Dispositions:			
Sale of assets	(5,221)	(19,746)	(32,208)
Impairment (i)	(2,341)	(500)	(11,117)
Balance at end of period	$ 2,070,733	$ 1,310,790	$ 1,102,832
Accumulated depreciation:			
Balance at beginning of period	$ 147,302	$ 119,371	$ 96,796
Additions during the period:			
Depreciation expense	43,928	33,144	26,810
Dispositions:			
Sale of assets	(2,944)	(5,213)	(4,235)
Balance at end of period	$ 188,286	$ 147,302	$ 119,371

(i) Represents the write-down of carrying cost and accumulated depreciation on assets where impairment charges were taken.