

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

**FORM S-4**

**REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933**

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

**Maryland**  
(State or other jurisdiction of incorporation  
or organization)

**6798**  
(Primary Standard Industrial Classification  
Code Number)

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

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

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

Copies of communications to:

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

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

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

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

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

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

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

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

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)   
Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer)

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum offering price(1)	Amount of registration fee
4.500% Senior Notes due 2027	\$700,000,000	100%	\$700,000,000	\$70,490
Guarantees of the 4.500% Senior Notes due 2027	\$700,000,000	—	—	— (2)

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

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

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**Schedule A****Subsidiary Guarantors**

<b>Exact name of registrant as specified in its charter (1)</b>	<b>State or other jurisdiction of formation</b>	<b>Primary Standard Industrial Classification Code No.</b>	<b>I.R.S. Employer Identification No.</b>
11900 East Artesia Boulevard, LLC	California	6798	90-0266391
1200 Ely Street Holdings Co. LLC	Michigan	6798	26-3524594
13922 Cerise Avenue, LLC	California	6798	71-0976970
1628 B Street, LLC	California	6798	30-0482286
2400 Parkside Drive, LLC	California	6798	30-0482288
2425 Teller Avenue, LLC	Colorado	6798	20-5672217
245 East Wilshire Avenue, LLC	California	6798	90-0266386
3232 Artesia Real Estate, LLC	California	6798	65-1232714
3806 Clayton Road, LLC	California	6798	90-0266403
42235 County Road Holdings Co. LLC	Michigan	6798	83-0500167
446 Sycamore Road, L.L.C.	Delaware	6798	32-0380782
48 High Point Road, LLC	Maryland	6798	27-2498824
523 Hayes Lane, LLC	California	6798	45-1777721
637 East Romie Lane, LLC	California	6798	90-0266404
Alamogordo Aviv, L.L.C.	New Mexico	6798	27-0123540
Albany Street Property, L.L.C.	Delaware	6798	61-1754256
Arizona Lessor – Infinia, LLC	Maryland	6798	32-0008074
Arkansas Aviv, L.L.C.	Delaware	6798	30-0509615
Arma Yates, L.L.C.	Delaware	6798	27-3971035
Avery Street Property, L.L.C.	Delaware	6798	36-4775490
Aviv Asset Management, L.L.C.	Delaware	6798	30-0305067
Aviv Financing I, L.L.C.	Delaware	6798	11-3747125
Aviv Financing II, L.L.C.	Delaware	6798	36-4597042
Aviv Financing III, L.L.C.	Delaware	6798	36-4641210
Aviv Financing IV, L.L.C.	Delaware	6798	27-0836481
Aviv Financing V, L.L.C.	Delaware	6798	27-0836548
Aviv Foothills, L.L.C.	Delaware	6798	36-4572035
Aviv Healthcare Capital Corporation	Delaware	6798	27-4536064
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware	6798	11-3747120
Aviv Liberty, L.L.C.	Delaware	6798	36-4572034
Avon Ohio, L.L.C.	Delaware	6798	36-4601433
Bala Cynwyd Real Estate, LP	Pennsylvania	6798	27-1726563
Bayside Colorado Healthcare Associates, LLC	Colorado	6798	38-3517837
Bayside Street II, LLC	Delaware	6798	38-3519969
Bayside Street, LLC	Maryland	6798	38-3160026
Belleville Illinois, L.L.C.	Delaware	6798	32-0188341
Bellingham II Associates, L.L.C.	Delaware	6798	11-3747130
Bethel ALF Property, L.L.C.	Delaware	6798	36-4759871
BHG Aviv, L.L.C.	Delaware	6798	36-4601432
Biglerville Road, L.L.C.	Delaware	6798	35-2410897
Bonham Texas, L.L.C.	Delaware	6798	30-0358809
Bradenton ALF Property, L.L.C.	Delaware	6798	45-4444919
Burton NH Property, L.L.C.	Delaware	6798	11-3714506
California Aviv Two, L.L.C.	Delaware	6798	26-4117080
California Aviv, L.L.C.	Delaware	6798	38-3786697
Camas Associates, L.L.C.	Delaware	6798	36-4340182
Canton Health Care Land, LLC	Ohio	6798	20-1914579
Carnegie Gardens LLC	Delaware	6798	20-2442381
Casa/Sierra California Associates, L.L.C.	Delaware	6798	36-4572017
CFG 2115 Woodstock Place LLC	Delaware	6798	26-1123970
Champaign Williamson Franklin, L.L.C.	Delaware	6798	36-4769741
Chardon Ohio Property Holdings, L.L.C.	Delaware	6798	37-1762860
Chardon Ohio Property, L.L.C.	Delaware	6798	61-1722650

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Chatham Aviv, L.L.C.	Delaware	6798	27-0354315
Chippewa Valley, L.L.C.	Illinois	6798	36-4065826
CHR Bartow LLC	Delaware	6798	26-3708257
CHR Boca Raton LLC	Delaware	6798	26-3709390
CHR Bradenton LLC	Delaware	6798	26-3710605
CHR Cape Coral LLC	Delaware	6798	26-3710052
CHR Fort Myers LLC	Delaware	6798	26-3710399
CHR Fort Walton Beach LLC	Delaware	6798	26-3708663
CHR Lake Wales LLC	Delaware	6798	26-3708893
CHR Lakeland LLC	Delaware	6798	26-3708735
CHR Pompano Beach Broward LLC	Delaware	6798	26-3710220
CHR Pompano Beach LLC	Delaware	6798	26-3709856
CHR Sanford LLC	Delaware	6798	26-3709701
CHR Spring Hill LLC	Delaware	6798	26-3709633
CHR St. Pete Bay LLC	Delaware	6798	26-3709236
CHR St. Pete Egret LLC	Delaware	6798	26-3708588
CHR Tampa Carrollwood LLC	Delaware	6798	26-3709502
CHR Tampa LLC	Delaware	6798	26-3710161
CHR Tarpon Springs LLC	Delaware	6798	26-3708823
CHR Titusville LLC	Delaware	6798	26-3709919
Clarkston Care, L.L.C.	Delaware	6798	76-0802028
Clayton Associates, L.L.C.	New Mexico	6798	36-4572014
Colonial Gardens, LLC	Ohio	6798	26-0110549
Colonial Madison Associates, L.L.C.	Delaware	6798	38-3741678
Colorado Lessor - Conifer, LLC	Maryland	6798	32-0008069
Columbus Texas Aviv, L.L.C.	Delaware	6798	38-3735473
Columbus Western Avenue, L.L.C.	Delaware	6798	71-0960205
Colville Washington Property, L.L.C.	Delaware	6798	35-2521805
Commerce Nursing Homes, L.L.C.	Illinois	6798	36-4122632
Commerce Sterling Hart Drive, L.L.C.	Delaware	6798	27-5458991
Conroe Rigby Owen Road, L.L.C.	Delaware	6798	27-5458820
CR Aviv, L.L.C.	Delaware	6798	20-5354773
Crete Plus Five Property, L.L.C.	Delaware	6798	30-0855110
Crooked River Road, L.L.C.	Delaware	6798	27-5081057
CSE Albany LLC	Delaware	6798	20-5885886
CSE Amarillo LLC	Delaware	6798	20-5862752
CSE Arden L.P.	Delaware	6798	20-5888680
CSE Augusta LLC	Delaware	6798	20-5885921
CSE Bedford LLC	Delaware	6798	20-5886082
CSE Blountville LLC	Delaware	6798	20-8295288
CSE Bolivar LLC	Delaware	6798	20-8295024
CSE Cambridge LLC	Delaware	6798	20-5886976
CSE Cambridge Realty LLC	Delaware	6798	20-5959318
CSE Camden LLC	Delaware	6798	20-8295066
CSE Canton LLC	Delaware	6798	20-5887312
CSE Casablanca Holdings II LLC	Delaware	6798	26-0595183
CSE Casablanca Holdings LLC	Delaware	6798	20-8724466
CSE Cedar Rapids LLC	Delaware	6798	20-5884941
CSE Centennial Village, LP	Delaware	6798	20-6974959
CSE Chelmsford LLC	Delaware	6798	20-5920451
CSE Chesterton LLC	Delaware	6798	20-5885195
CSE Claremont LLC	Delaware	6798	20-5883891
CSE Corpus North LLC	Delaware	6798	20-5186415
CSE Denver Iloff LLC	Delaware	6798	20-8037772
CSE Denver LLC	Delaware	6798	20-5884311
CSE Douglas LLC	Delaware	6798	20-5883761
CSE Elkton LLC	Delaware	6798	20-5887006

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CSE Elkton Realty LLC	Delaware	6798	20-5959253
CSE Fairhaven LLC	Delaware	6798	20-8281491
CSE Fort Wayne LLC	Delaware	6798	20-5885125
CSE Frankston LLC	Delaware	6798	20-5862947
CSE Georgetown LLC	Delaware	6798	20-5886126
CSE Green Bay LLC	Delaware	6798	20-5888029
CSE Hilliard LLC	Delaware	6798	20-5887347
CSE Huntingdon LLC	Delaware	6798	20-8295191
CSE Huntsville LLC	Delaware	6798	20-5887764
CSE Indianapolis-Continental LLC	Delaware	6798	20-5885046
CSE Indianapolis-Greenbriar LLC	Delaware	6798	20-5885096
CSE Jacinto City LLC	Delaware	6798	20-5186519
CSE Jefferson City LLC	Delaware	6798	20-8295101
CSE Jeffersonville-Hillcrest Center LLC	Delaware	6798	20-5885261
CSE Jeffersonville-Jennings House LLC	Delaware	6798	20-5885346
CSE Kerrville LLC	Delaware	6798	20-8684872
CSE King L.P.	Delaware	6798	20-5888725
CSE Kingsport LLC	Delaware	6798	20-5887736
CSE Knightdale L.P.	Delaware	6798	20-5888653
CSE Lake City LLC	Delaware	6798	20-5863259
CSE Lake Worth LLC	Delaware	6798	20-5863173
CSE Lakewood LLC	Delaware	6798	20-5884352
CSE Las Vegas LLC	Delaware	6798	20-5887216
CSE Lawrenceburg LLC	Delaware	6798	20-5887802
CSE Lenoir L.P.	Delaware	6798	20-5888528
CSE Lexington Park LLC	Delaware	6798	20-5886951
CSE Lexington Park Realty LLC	Delaware	6798	20-5959280
CSE Ligonier LLC	Delaware	6798	20-5885484
CSE Live Oak LLC	Delaware	6798	20-5863086
CSE Lowell LLC	Delaware	6798	20-5885381
CSE Marianna Holdings LLC	Delaware	6798	20-1411422
CSE Memphis LLC	Delaware	6798	20-8295130
CSE Mobile LLC	Delaware	6798	20-5883572
CSE Moore LLC	Delaware	6798	20-5887574
CSE North Carolina Holdings I LLC	Delaware	6798	20-5888397
CSE North Carolina Holdings II LLC	Delaware	6798	20-5888430
CSE Omro LLC	Delaware	6798	20-5887998
CSE Orange Park LLC	Delaware	6798	20-5863371
CSE Orlando-Pinar Terrace Manor LLC	Delaware	6798	20-5863043
CSE Orlando-Terra Vista Rehab LLC	Delaware	6798	20-5863223
CSE Pennsylvania Holdings, LP	Delaware	6798	20-6974946
CSE Piggott LLC	Delaware	6798	20-5883659
CSE Pilot Point LLC	Delaware	6798	20-5862827
CSE Pine View LLC	Delaware	6798	20-5398686
CSE Ponca City LLC	Delaware	6798	20-5887495
CSE Port St. Lucie LLC	Delaware	6798	20-5863294
CSE Richmond LLC	Delaware	6798	20-5885427
CSE Ripley LLC	Delaware	6798	20-8295238
CSE Ripon LLC	Delaware	6798	26-0480886
CSE Safford LLC	Delaware	6798	20-5883807
CSE Salina LLC	Delaware	6798	20-5885669
CSE Seminole LLC	Delaware	6798	20-5887615
CSE Shawnee LLC	Delaware	6798	20-5887524
CSE Spring Branch LLC	Delaware	6798	20-5186484
CSE Stillwater LLC	Delaware	6798	20-5887548
CSE Taylorsville LLC	Delaware	6798	20-5886196
CSE Texarkana LLC	Delaware	6798	20-5862880

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CSE Texas City LLC	Delaware	6798	20-5862791
CSE The Village LLC	Delaware	6798	20-5186550
CSE Upland LLC	Delaware	6798	20-5891148
CSE Walnut Cove L.P.	Delaware	6798	20-5888502
CSE West Point LLC	Delaware	6798	20-5887119
CSE Whitehouse LLC	Delaware	6798	20-8294979
CSE Williamsport LLC	Delaware	6798	26-0480953
CSE Winter Haven LLC	Delaware	6798	20-5863327
CSE Woodfin L.P.	Delaware	6798	20-5888619
CSE Yorktown LLC	Delaware	6798	20-5885163
Cuyahoga Falls Property, L.L.C.	Delaware	6798	35-2419468
Dallas Two Property, L.L.C.	Delaware	6798	61-1746734
Danbury ALF Property, L.L.C.	Delaware	6798	27-4083747
Darien ALF Property, L.L.C.	Delaware	6798	30-0694838
Delta Investors I, LLC	Maryland	6798	54-2112455
Delta Investors II, LLC	Maryland	6798	54-2112456
Denison Texas, L.L.C.	Delaware	6798	32-0173170
Desert Lane LLC	Delaware	6798	20-3098022
Dixie White House Nursing Home, LLC	Mississippi	6798	59-3738671
Dixon Health Care Center, LLC	Ohio	6798	34-1509772
East Rollins Street, L.L.C.	Delaware	6798	38-3838004
Edgewood Drive Property, L.L.C.	Delaware	6798	32-0405276
Effingham Associates, L.L.C.	Illinois	6798	36-4150491
Elite Mattoon, L.L.C.	Delaware	6798	36-4454111
Elite Yorkville, L.L.C.	Delaware	6798	36-4454114
Encanto Senior Care, LLC	Arizona	6798	20-1669755
Falcon Four Property Holding, L.L.C.	Delaware	6798	46-3986352
Falcon Four Property, L.L.C.	Delaware	6798	30-0794160
Falfurrias Texas, L.L.C.	Delaware	6798	61-1501714
Florida ALF Properties, L.L.C.	Delaware	6798	32-0417622
Florida Four Properties, L.L.C.	Delaware	6798	35-2456486
Florida Lessor – Meadowview, LLC	Maryland	6798	56-2398721
Florida Real Estate Company, LLC	Florida	6798	20-1458431
Fort Stockton Property, L.L.C.	Delaware	6798	38-3918639
Four Fountains Aviv, L.L.C.	Delaware	6798	36-4601434
Fredericksburg South Adams Street, L.L.C.	Delaware	6798	27-5459311
Freewater Oregon, L.L.C.	Delaware	6798	36-2280966
Fullerton California, L.L.C.	Delaware	6798	36-4480527
G&L Gardens, LLC	Arizona	6798	95-4639695
Gardnerville Property, L.L.C.	Delaware	6798	37-1657201
Georgia Lessor - Bonterra/Parkview, LLC	Maryland	6798	16-1650494
Germantown Property, L.L.C.	Delaware	6798	45-4444655
Giltex Care, L.L.C.	Delaware	6798	36-4572036
Glendale NH Property, L.L.C.	Delaware	6798	61-1686455
Golden Hill Real Estate Company, LLC	California	6798	71-0976967
Gonzales Texas Property, L.L.C.	Delaware	6798	32-0403901
Great Bend Property, L.L.C.	Delaware	6798	27-3971138
Greenbough, LLC	Delaware	6798	27-0258266
Greenville Kentucky Property, L.L.C.	Delaware	6798	30-0838127
Heritage Monterey Associates, L.L.C.	Illinois	6798	36-4056688
HHM Aviv, L.L.C.	Delaware	6798	32-0205746
Hidden Acres Property, L.L.C.	Delaware	6798	27-2457250
Highland Leasehold, L.L.C.	Delaware	6798	20-2873499
Hobbs Associates, L.L.C.	Illinois	6798	36-4177337
Hot Springs Atrium Owner, LLC	Delaware	6798	47-1359052
Hot Springs Aviv, L.L.C.	Delaware	6798	30-0470700
Hot Springs Cottages Owner, LLC	Delaware	6798	47-1371567

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Hot Springs Marina Owner, LLC	Delaware	6798	47-1461931
Houston Texas Aviv, L.L.C.	Delaware	6798	36-4587739
Hutchinson Kansas, L.L.C.	Delaware	6798	51-0559326
Hutton I Land, LLC	Ohio	6798	20-1914403
Hutton II Land, LLC	Ohio	6798	20-1914470
Hutton III Land, LLC	Ohio	6798	20-1914529
Idaho Associates, L.L.C.	Illinois	6798	36-4114446
Illinois Missouri Properties, L.L.C.	Delaware	6798	35-2520792
Indiana Lessor – Wellington Manor, LLC	Maryland	6798	32-0008064
Iowa Lincoln County Property, L.L.C.	Delaware	6798	45-4445450
Jasper Springhill Street, L.L.C.	Delaware	6798	27-5458704
Kansas Five Property, L.L.C.	Delaware	6798	36-1647542
Karan Associates Two, L.L.C.	Delaware	6798	61-1514965
Karan Associates, L.L.C.	Delaware	6798	11-3747208
Karissa Court Property, L.L.C.	Delaware	6798	38-3923400
KB Northwest Associates, L.L.C.	Delaware	6798	36-4572027
Kentucky NH Properties, L.L.C.	Delaware	6798	61-1730147
Kingsville Texas, L.L.C.	Delaware	6798	37-1522939
LAD I Real Estate Company, LLC	Delaware	6798	20-1454154
Leatherman 90-1, LLC	Ohio	6798	20-1914625
Leatherman Partnership 89-1, LLC	Ohio	6798	34-1656489
Leatherman Partnership 89-2, LLC	Ohio	6798	34-1656491
Louisville Dutchmans Property, L.L.C.	Delaware	6798	61-1715555
Magnolia Drive Property, L.L.C.	Delaware	6798	30-0793756
Manor Associates, L.L.C.	Delaware	6798	36-4572020
Mansfield Aviv, L.L.C.	Delaware	6798	32-0183852
Massachusetts Nursing Homes, L.L.C.	Delaware	6798	20-2873416
McCarthy Street Property, L.L.C.	Delaware	6798	38-3855495
Meridian Arms Land, LLC	Ohio	6798	20-1914864
Minnesota Associates, L.L.C.	Delaware	6798	36-4469552
Mishawaka Property, L.L.C.	Delaware	6798	36-4734067
Missouri Associates, L.L.C.	Delaware	6798	36-4572033
Missouri Regency Associates, L.L.C.	Delaware	6798	36-4572031
Montana Associates, L.L.C.	Illinois	6798	36-4149849
Monterey Park Leasehold Mortgage, L.L.C.	Delaware	6798	32-0267202
Mount Washington Property, L.L.C.	Delaware	6798	45-5010153
Mt. Vernon Texas, L.L.C.	Delaware	6798	35-2270167
Murray County, L.L.C.	Delaware	6798	36-4708756
Muscatine Toledo Properties, L.L.C.	Delaware	6798	36-4777497
N.M. Bloomfield Three Plus One Limited Company	New Mexico	6798	74-2748292
N.M. Espanola Three Plus One Limited Company	New Mexico	6798	74-2748289
N.M. Lordsburg Three Plus One Limited Company	New Mexico	6798	74-2748286
N.M. Silver City Three Plus One Limited Company	New Mexico	6798	74-2748283
New Hope Property, L.L.C.	Delaware	6798	61-1720871
Newtown ALF Property, L.L.C.	Delaware	6798	27-4083571
Nicholasville Kentucky Property, L.L.C.	Delaware	6798	46-5411821
North Las Vegas LLC	Delaware	6798	20-3098036
North Royalton Ohio Property, L.L.C.	Delaware	6798	37-1729308
Norwalk ALF Property, L.L.C.	Delaware	6798	27-4083805
NRS Ventures, L.L.C.	Delaware	6798	38-4236118
Oakland Nursing Homes, L.L.C.	Delaware	6798	36-4572018
Ocean Springs Nursing Home, LLC	Mississippi	6798	58-2635823
October Associates, L.L.C.	Delaware	6798	36-4572030
Ogden Associates, L.L.C.	Delaware	6798	36-4412291
OHI (Connecticut), LLC	Connecticut	6798	06-1552120
OHI (Illinois), LLC	Illinois	6798	47-3264182
OHI (Indiana), LLC	Indiana	6798	38-3568359

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OHI (Iowa), LLC	Iowa	6798	38-3377918
OHI Asset (AR) Ash Flat, LLC	Delaware	6798	46-3670959
OHI Asset (AR) Camden, LLC	Delaware	6798	46-3672608
OHI Asset (AR) Conway, LLC	Delaware	6798	61-1721332
OHI Asset (AR) Des Arc, LLC	Delaware	6798	46-3691025
OHI Asset (AR) Hot Springs, LLC	Delaware	6798	80-0951655
OHI Asset (AR) Malvern, LLC	Delaware	6798	46-3719491
OHI Asset (AR) Mena, LLC	Delaware	6798	38-3915930
OHI Asset (AR) Pocahontas, LLC	Delaware	6798	46-3728913
OHI Asset (AR) Sheridan, LLC	Delaware	6798	46-3739623
OHI Asset (AR) Walnut Ridge, LLC	Delaware	6798	46-3751920
OHI Asset (AZ) Austin House, LLC	Delaware	6798	46-4385050
OHI Asset (CA), LLC	Delaware	6798	04-3759925
OHI Asset (CO), LLC	Delaware	6798	84-1706510
OHI Asset (CT) Lender, LLC	Delaware	6798	75-3205111
OHI Asset (FL) Lake Placid, LLC	Delaware	6798	46-3827043
OHI Asset (FL) Lender, LLC	Delaware	6798	27-4450390
OHI Asset (FL) Lutz, LLC	Delaware	6798	30-0858827
OHI Asset (FL), LLC	Delaware	6798	13-4225158
OHI Asset (GA) Dunwoody, LLC	Delaware	6798	30-0869546
OHI Asset (GA) Macon, LLC	Delaware	6798	47-1027224
OHI Asset (GA) Moultrie, LLC	Delaware	6798	46-4254981
OHI Asset (GA) Roswell, LLC	Delaware	6798	36-4808609
OHI Asset (GA) Snellville, LLC	Delaware	6798	46-4259685
OHI Asset (ID) Holly, LLC	Delaware	6798	46-4268973
OHI Asset (ID) Midland, LLC	Delaware	6798	46-4279515
OHI Asset (ID), LLC	Delaware	6798	04-3759931
OHI Asset (IL), LLC	Delaware	6798	14-1951802
OHI Asset (IN) American Village, LLC	Delaware	6798	46-0985915
OHI Asset (IN) Anderson, LLC	Delaware	6798	46-0989235
OHI Asset (IN) Beech Grove, LLC	Delaware	6798	46-1000956
OHI Asset (IN) Clarksville, LLC	Delaware	6798	46-1011127
OHI Asset (IN) Clinton, LLC	Delaware	6798	46-4095764
OHI Asset (IN) Connersville, LLC	Delaware	6798	46-4289202
OHI Asset (IN) Crown Point, LLC	Delaware	6798	46-1738072
OHI Asset (IN) Eagle Valley, LLC	Delaware	6798	46-1021612
OHI Asset (IN) Elkhart, LLC	Delaware	6798	46-1035197
OHI Asset (IN) Forest Creek, LLC	Delaware	6798	46-1040435
OHI Asset (IN) Fort Wayne, LLC	Delaware	6798	46-1050897
OHI Asset (IN) Franklin, LLC	Delaware	6798	46-1062818
OHI Asset (IN) Greensburg, LLC	Delaware	6798	38-3879137
OHI Asset (IN) Indianapolis, LLC	Delaware	6798	36-4736441
OHI Asset (IN) Jasper, LLC	Delaware	6798	46-4100999
OHI Asset (IN) Kokomo, LLC	Delaware	6798	46-1071289
OHI Asset (IN) Lafayette, LLC	Delaware	6798	46-1085161
OHI Asset (IN) Madison, LLC	Delaware	6798	46-1745924
OHI Asset (IN) Monticello, LLC	Delaware	6798	46-1090601
OHI Asset (IN) Noblesville, LLC	Delaware	6798	46-1103366
OHI Asset (IN) Rosewalk, LLC	Delaware	6798	46-1116285
OHI Asset (IN) Salem, LLC	Delaware	6798	46-4111473
OHI Asset (IN) Seymour, LLC	Delaware	6798	46-4133715
OHI Asset (IN) Spring Mill, LLC	Delaware	6798	46-1120573
OHI Asset (IN) Terre Haute, LLC	Delaware	6798	46-1140102
OHI Asset (IN) Wabash, LLC	Delaware	6798	38-3879151
OHI Asset (IN) Westfield, LLC	Delaware	6798	32-0381277
OHI Asset (IN) Zionsville, LLC	Delaware	6798	46-1152307
OHI Asset (LA) Baton Rouge, LLC	Delaware	6798	37-1785874



<b>Exact name of registrant as specified in its charter (1)</b>	<b>State or other jurisdiction of formation</b>	<b>Primary Standard Industrial Classification Code No.</b>	<b>I.R.S. Employer Identification No.</b>
OHI Asset (LA), LLC	Delaware	6798	04-3759935
OHI Asset (MD), LLC	Delaware	6798	45-2611748
OHI Asset (MI) Heather Hills, LLC	Delaware	6798	46-1515395
OHI Asset (MI), LLC	Delaware	6798	27-3378345
OHI Asset (MO), LLC	Delaware	6798	04-3759939
OHI Asset (MS) Byhalia, LLC	Delaware	6798	46-4298734
OHI Asset (MS) Cleveland, LLC	Delaware	6798	36-4774986
OHI Asset (MS) Clinton, LLC	Delaware	6798	80-0965657
OHI Asset (MS) Columbia, LLC	Delaware	6798	46-4340609
OHI Asset (MS) Corinth, LLC	Delaware	6798	46-4351222
OHI Asset (MS) Greenwood, LLC	Delaware	6798	46-4361245
OHI Asset (MS) Grenada, LLC	Delaware	6798	46-4376223
OHI Asset (MS) Holly Springs, LLC	Delaware	6798	38-3921178
OHI Asset (MS) Indianola, LLC	Delaware	6798	90-1036275
OHI Asset (MS) Natchez, LLC	Delaware	6798	46-4384987
OHI Asset (MS) Picayune, LLC	Delaware	6798	90-1036523
OHI Asset (MS) Vicksburg, LLC	Delaware	6798	90-1036559
OHI Asset (MS) Yazoo City, LLC	Delaware	6798	38-3921461
OHI Asset (NC) Wadesboro, LLC	Delaware	6798	35-2492230
OHI Asset (NY) 2nd Avenue, LLC	Delaware	6798	30-0874937
OHI Asset (NY) 93rd Street, LLC	Delaware	6798	32-0470120
OHI Asset (OH) Lender, LLC	Delaware	6798	51-0529744
OHI Asset (OH), LLC	Delaware	6798	04-3759938
OHI Asset (OR) Portland, LLC	Delaware	6798	30-0805633
OHI Asset (OR) Troutdale, LLC	Delaware	6798	47-2564223
OHI Asset (PA) GP, LLC	Delaware	6798	47-2553542
OHI Asset (PA) West Mifflin, LP	Delaware	6798	30-0852028
OHI Asset (PA), LLC	Delaware	6798	90-0137715
OHI Asset (PA), LP	Maryland	6798	54-6643405
OHI Asset (SC) Aiken, LLC	Delaware	6798	46-4426281
OHI Asset (SC) Anderson, LLC	Delaware	6798	46-4455254
OHI Asset (SC) Easley Anne, LLC	Delaware	6798	46-4475177
OHI Asset (SC) Easley Crestview, LLC	Delaware	6798	46-4489507
OHI Asset (SC) Edgefield, LLC	Delaware	6798	46-4494366
OHI Asset (SC) Greenville Griffith, LLC	Delaware	6798	46-4510885
OHI Asset (SC) Greenville Laurens, LLC	Delaware	6798	46-4524387
OHI Asset (SC) Greenville North, LLC	Delaware	6798	46-4538349
OHI Asset (SC) Greenville, LLC	Delaware	6798	47-1053139
OHI Asset (SC) Greer, LLC	Delaware	6798	46-4551649
OHI Asset (SC) Marietta, LLC	Delaware	6798	46-4569172
OHI Asset (SC) McCormick, LLC	Delaware	6798	46-4597938
OHI Asset (SC) Orangeburg, LLC	Delaware	6798	47-1034331
OHI Asset (SC) Pickens East Cedar, LLC	Delaware	6798	46-4613823
OHI Asset (SC) Pickens Rosemond, LLC	Delaware	6798	46-4629569
OHI Asset (SC) Piedmont, LLC	Delaware	6798	46-4640288
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware	6798	46-4682098
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware	6798	46-4695995
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware	6798	46-4712666
OHI Asset (TN) Bartlett, LLC	Delaware	6798	46-4727889
OHI Asset (TN) Collierville, LLC	Delaware	6798	46-4738239
OHI Asset (TN) Jefferson City, LLC	Delaware	6798	61-1750374
OHI Asset (TN) Memphis, LLC	Delaware	6798	46-4750926
OHI Asset (TN) Rogersville, LLC	Delaware	6798	38-3954783
OHI Asset (TX) Anderson, LLC	Delaware	6798	46-4764905
OHI Asset (TX) Bryan, LLC	Delaware	6798	46-4781488
OHI Asset (TX) Bursleson, LLC	Delaware	6798	46-4795498
OHI Asset (TX) College Station, LLC	Delaware	6798	46-4805289

<b>Exact name of registrant as specified in its charter (1)</b>	<b>State or other jurisdiction of formation</b>	<b>Primary Standard Industrial Classification Code No.</b>	<b>I.R.S. Employer Identification No.</b>
OHI Asset (TX) Comfort, LLC	Delaware	6798	46-4815908
OHI Asset (TX) Diboll, LLC	Delaware	6798	46-4843528
OHI Asset (TX) Granbury, LLC	Delaware	6798	46-4852513
OHI Asset (TX) Hondo, LLC	Delaware	6798	46-1346058
OHI Asset (TX) Italy, LLC	Delaware	6798	46-4873054
OHI Asset (TX) Winnsboro, LLC	Delaware	6798	46-4881288
OHI Asset (TX), LLC	Delaware	6798	04-3759927
OHI Asset (UT) Ogden, LLC	Delaware	6798	46-4903181
OHI Asset (UT) Provo, LLC	Delaware	6798	46-4915063
OHI Asset (UT) Roy, LLC	Delaware	6798	46-4931511
OHI Asset (VA) Charlottesville, LLC	Delaware	6798	46-4945417
OHI Asset (VA) Farmville, LLC	Delaware	6798	46-4955482
OHI Asset (VA) Hillsville, LLC	Delaware	6798	46-4987367
OHI Asset (VA) Rocky Mount, LLC	Delaware	6798	46-5002710
OHI Asset (WA) Battle Ground, LLC	Delaware	6798	46-5006928
OHI Asset (WV) Danville, LLC	Delaware	6798	47-1084194
OHI Asset (WV) Ivydale, LLC	Delaware	6798	47-1112048
OHI Asset CHG ALF, LLC	Delaware	6798	38-3945599
OHI Asset CSB LLC	Delaware	6798	27-2820083
OHI Asset CSE-E, LLC	Delaware	6798	27-1675861
OHI Asset CSE-U, LLC	Delaware	6798	27-1675768
OHI Asset CSE-E Subsidiary, LLC	Delaware	6798	61-1756267
OHI Asset CSE-U Subsidiary, LLC	Delaware	6798	32-0459385
OHI Asset HUD CFG, LLC	Delaware	6798	45-3662151
OHI Asset HUD Delta, LLC	Delaware	6798	27-1895030
OHI Asset HUD H-F, LLC	Delaware	6798	27-1894893
OHI Asset HUD SF CA, LLC	Delaware	6798	46-1251365
OHI Asset HUD SF, LLC	Delaware	6798	80-0830116
OHI Asset HUD WO, LLC	Delaware	6798	45-2379675
OHI Asset II (CA), LLC	Delaware	6798	20-1000879
OHI Asset II (FL), LLC	Delaware	6798	27-1813906
OHI Asset II (PA), LP	Maryland	6798	84-6390330
OHI Asset III (PA), LP	Maryland	6798	84-6390331
OHI Asset IV (PA) Silver Lake, LP	Maryland	6798	80-6146794
OHI Asset Management, LLC	Delaware	6798	36-4798979
OHI Asset RO PMM Services, LLC	Delaware	6798	46-4309941
OHI Asset RO, LLC	Delaware	6798	90-1018980
OHI Asset, LLC	Delaware	6798	32-0079270
OHI Healthcare Properties Holdco, Inc.	Delaware	6798	47-2148273
OHI Healthcare Properties Limited Partnership	Delaware	6798	36-4796206
OHI Mezz Lender, LLC	Delaware	6798	46-3201249
OHI Tennessee, LLC	Maryland	6798	38-3509157
OHIMA, LLC	Massachusetts	6798	06-1552118
Ohio Aviv Three, L.L.C.	Delaware	6798	27-5082021
Ohio Aviv Two, L.L.C.	Delaware	6798	27-5081906
Ohio Aviv, L.L.C.	Delaware	6798	36-4597043
Ohio Indiana Property, L.L.C.	Delaware	6798	36-4764623
Ohio Pennsylvania Property, L.L.C.	Delaware	6798	32-0350654
Oklahoma Two Property, L.L.C.	Delaware	6798	37-1695177
Oklahoma Warr Wind, L.L.C.	Delaware	6798	38-3886603
Omaha Associates, L.L.C.	Delaware	6798	36-4572019
Omega TRS I, Inc.	Maryland	6798	38-3587540
Orange ALF Property, L.L.C.	Delaware	6798	27-4083471
Orange Village Care Center, LLC	Ohio	6798	34-1321728
Orange, L.L.C.	Illinois	6798	36-4095365
Oregon Associates, L.L.C.	Delaware	6798	36-4572024
Oso Avenue Property, L.L.C.	Delaware	6798	30-0767014

<b>Exact name of registrant as specified in its charter (1)</b>	<b>State or other jurisdiction of formation</b>	<b>Primary Standard Industrial Classification Code No.</b>	<b>I.R.S. Employer Identification No.</b>
Ostrom Avenue Property, L.L.C.	Delaware	6798	32-0457123
Palm Valley Senior Care, LLC	Arizona	6798	75-3153681
Panama City Nursing Center LLC	Delaware	6798	20-2568041
Pavillion North Partners, LLC	Pennsylvania	6798	47-3255261
Pavillion North, LLP	Pennsylvania	6798	75-3202956
Pavillion Nursing Center North, LLC	Pennsylvania	6798	47-3259540
Peabody Associates Two, L.L.C.	Delaware	6798	27-5346222
Peabody Associates, L.L.C.	Delaware	6798	36-4572029
Pennington Road Property, L.L.C.	Delaware	6798	36-4768380
Pensacola Real Estate Holdings I, LLC	Florida	6798	59-3667935
Pensacola Real Estate Holdings II, LLC	Florida	6798	59-3667937
Pensacola Real Estate Holdings III, LLC	Florida	6798	59-3667939
Pensacola Real Estate Holdings IV, LLC	Florida	6798	59-3667940
Pensacola Real Estate Holdings V, LLC	Florida	6798	59-3667941
Pocatello Idaho Property, L.L.C.	Delaware	6798	35-2449870
Pomona Vista L.L.C.	Illinois	6798	36-4111095
Prescott Arkansas, L.L.C.	Delaware	6798	04-3835264
PV Realty-Willow Tree, LLC	Maryland	6798	27-0328038
Raton Property Limited Company	New Mexico	6798	36-4111094
Ravenna Ohio Property, L.L.C.	Delaware	6798	61-1692048
Red Rocks, L.L.C.	Illinois	6798	36-4192351
Richland Washington, L.L.C.	Delaware	6798	26-0081509
Ridgecrest Senior Care, LLC	Arizona	6798	20-1998988
Riverside Nursing Home Associates Two, L.L.C.	Delaware	6798	27-3524946
Riverside Nursing Home Associates, L.L.C.	Delaware	6798	36-4340184
Rockingham Drive Property, L.L.C.	Delaware	6798	35-2485732
Rose Baldwin Park Property L.L.C.	Illinois	6798	36-4111092
S.C. Portfolio Property, L.L.C.	Delaware	6798	32-0457621
Salem Associates, L.L.C.	Delaware	6798	36-4572028
San Juan NH Property, LLC	Delaware	6798	11-3714511
Sandalwood Arkansas Property, L.L.C.	Delaware	6798	61-1665105
Santa Ana-Bartlett, L.L.C.	Illinois	6798	36-4212739
Santa Fe Missouri Associates, L.L.C.	Illinois	6798	36-4165126
Savoy/Bonham Venture, L.L.C.	Delaware	6798	36-4572026
Searcy Aviv, L.L.C.	Delaware	6798	38-3779442
Sedgwick Properties, L.L.C.	Delaware	6798	36-4694767
Seguin Texas Property, L.L.C.	Delaware	6798	35-2456377
Sierra Ponds Property, L.L.C.	Delaware	6798	38-3888430
Skyler Boyington, LLC	Mississippi	6798	42-1572543
Skyler Florida, LLC	Mississippi	6798	64-0821299
Skyler Maitland LLC	Delaware	6798	20-3888672
Skyler Pensacola, LLC	Florida	6798	59-3561064
Skyview Associates, L.L.C.	Delaware	6798	36-4572023
Southeast Missouri Property, L.L.C.	Delaware	6798	27-3502072
Southern California Nevada, L.L.C.	Delaware	6798	30-0705746
St. Joseph Missouri Property, L.L.C.	Delaware	6798	36-4597042
St. Mary's Properties, LLC	Ohio	6798	20-1914905
Star City Arkansas, L.L.C.	Delaware	6798	43-2089308
Stephenville Texas Property, L.L.C.	Delaware	6798	46-5421870
Sterling Acquisition, LLC	Kentucky	6798	38-3207992
Stevens Avenue Property, L.L.C.	Delaware	6798	35-2446030
Sun-Mesa Properties, L.L.C.	Illinois	6798	36-4047650
Suwanee, LLC	Delaware	6798	20-5223977
Texas Fifteen Property, L.L.C.	Delaware	6798	35-2437626
Texas Four Property, L.L.C.	Delaware	6798	46-5459201
Texas Lessor – Stonegate GP, LLC	Maryland	6798	32-0008071
Texas Lessor – Stonegate, Limited, LLC	Maryland	6798	32-0008072

<b>Exact name of registrant as specified in its charter (1)</b>	<b>State or other jurisdiction of formation</b>	<b>Primary Standard Industrial Classification Code No.</b>	<b>I.R.S. Employer Identification No.</b>
Texas Lessor – Stonegate, LP	Maryland	6798	32-0008073
Texhoma Avenue Property, L.L.C.	Delaware	6798	35-2470607
The Suburban Pavilion, LLC	Ohio	6798	34-1035431
Tujunga, L.L.C.	Delaware	6798	36-4389732
Tulare County Property, L.L.C.	Delaware	6798	46-5446413
VRB Aviv, L.L.C.	Delaware	6798	76-0802032
Washington Idaho Property, L.L.C.	Delaware	6798	61-1743318
Washington Lessor – Silverdale, LLC	Maryland	6798	56-2386887
Washington-Oregon Associates, L.L.C.	Illinois	6798	36-4192347
Watauga Associates, L.L.C.	Illinois	6798	36-4163268
Wellington Leasehold, L.L.C.	Delaware	6798	27-3971187
West Pearl Street, L.L.C.	Delaware	6798	81-0637081
West Yarmouth Property I, L.L.C.	Delaware	6798	46-5495346
Westerville Ohio Office Property, L.L.C.	Delaware	6798	32-0452280
Wheeler Healthcare Associates, L.L.C.	Texas	6798	74-2752353
Whitlock Street Property, L.L.C.	Delaware	6798	32-0419832
Wilcare, LLC	Ohio	6798	26-0110550
Willis Texas Aviv, L.L.C.	Delaware	6798	37-1522942
Yuba Aviv, L.L.C.	Delaware	6798	11-3750228

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

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

**Subject to completion, dated October 6, 2015**



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

**\$700,000,000 4.500% Senior Notes due 2027  
for \$700,000,000 4.500% Senior Notes due 2027  
that have been registered under the Securities Act of 1933**

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We are offering, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, to exchange an aggregate principal amount of up to \$700,000,000 of our new 4.500% Senior Notes due 2027, which we refer to as the exchange notes, for all of our outstanding unregistered 4.500% Senior Notes due 2027, which we refer to as the initial notes, in a transaction registered under the Securities Act of 1933, as amended, which we refer to as the Securities Act. We collectively refer to the initial notes and the exchange notes as the notes. We refer to the offer described in this prospectus to exchange the initial notes for the exchange notes as the exchange offer.

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

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

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

**The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless we extend the offer.** We will announce any extension by press release or other permitted means no later than 9:00 a.m. on the business day after the expiration of the exchange offer. If you fail to tender your initial notes, you will continue to hold unregistered securities and your ability to transfer your initial notes could be adversely affected.

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

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

**For a discussion of factors you should consider in determining whether to tender your initial notes, see “Risk Factors” beginning on page 11 of this prospectus.**

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

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

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**The date of this prospectus is \_\_\_\_\_, 2015.**

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

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

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

**If you would like to request copies of these documents, please do so by \_\_\_\_\_, 2015 (which is five business days before the scheduled expiration of the exchange offer) for delivery prior to the expiration of the exchange offer.**

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OMEGA HEALTHCARE INVESTORS, INC.  
EXCHANGE OFFER

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## CAUTIONARY LANGUAGE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference in this prospectus include forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act. All statements other than statements of historical facts included in this prospectus and the documents incorporated by reference in this prospectus may constitute forward-looking statements. These statements relate to our expectations, beliefs, intentions, plans, objectives, goals, strategies, future events, performance and underlying assumptions and other statements other than statements of historical facts. In some cases, you can identify forward-looking statements by the use of forward-looking terminology including, but not limited to, terms such as “may,” “will,” “anticipates,” “expects,” “believes,” “intends,” “should” or comparable terms or the negative thereof or variations thereon or similar terminology. These statements are based on information available on the date of this filing and only speak as to the date hereof and no obligation to update such forward-looking statements should be assumed. Our actual results may differ materially from those reflected in the forward-looking statements included or incorporated in this prospectus. These forward-looking statements involve risks and uncertainties that may cause our actual future activities and results of operations to be materially different from those suggested or described in this prospectus. There are a number of factors that could cause our actual results to differ materially from those projected in such forward-looking statements. These factors include, without limitation:

- those items discussed under “Risk Factors” herein and under “Risk Factors” in Item 1A to our annual report on Form 10-K, as supplemented from time-to-time in Part II, Item 1A to our quarterly reports on Form 10-Q;
- uncertainties relating to the business operations of the operators of our assets, including those relating to reimbursement by third-party payors, regulatory matters and occupancy levels;
- the ability of any operators in bankruptcy to reject unexpired lease obligations, modify the terms of our mortgages and impede our ability to collect unpaid rent or interest during the process of a bankruptcy proceeding and retain security deposits for the debtors’ obligations;
- our ability to sell closed or foreclosed assets on a timely basis and on terms that allow us to realize the carrying value of these assets;
- our ability to negotiate appropriate modifications to the terms of our credit facilities;
- our ability to manage, re-lease or sell any owned and operated facilities;
- the availability and cost of capital to us;
- changes in our credit ratings and the ratings of our debt securities;
- competition in the financing of healthcare facilities;
- regulatory and other changes in the healthcare sector;
- changes in the financial position of our operators;
- the effect of economic and market conditions generally and, particularly, in the healthcare industry;
- changes in interest rates;
- the amount and yield of any additional investments;
- changes in tax laws and regulations affecting real estate investment trusts, or REITs;

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- the possibility that we will not realize estimated synergies or growth as a result of our merger with Aviv REIT, Inc., which transaction was consummated on April 1, 2015, or that such benefits may take longer to realize than expected; and
- our ability to maintain our status as a REIT.

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

## PROSPECTUS SUMMARY

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

### Company Overview

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

We are structured as an umbrella partnership real estate investment trust, which we refer to as an UPREIT. Accordingly, substantially all of our assets are held by OHI Healthcare Properties Limited Partnership, an operating partnership that is a subsidiary of Omega, which we refer to as the Operating Partnership. Omega and a wholly-owned subsidiary of Omega are the general partners of the Operating Partnership and have exclusive control over the Operating Partnership's day-to-day management. As of June 30, 2015, we owned approximately 95% of the issued and outstanding units of partnership interest of the Operating Partnership, and investors owned approximately 5% of the units.

As of June 30, 2015, our portfolio of investments included 936 healthcare facilities located in 41 states and the United Kingdom and operated by 84 third-party operators. We use the term "operator" to refer to our tenants and mortgagees and their affiliates which manage and/or operate our properties. Our portfolio is made up of:

- 775 SNFs, 81 ALFs, 16 specialty facilities and one medical office building;
- Fixed rate mortgages on 56 SNFs and two ALFs; and
- Five facilities closed/held-for-sale.

As of June 30, 2015, our gross investments in our portfolio of investments totaled approximately \$7.8 billion, with 99% of our real estate investments related to long-term healthcare facilities. In addition, we held miscellaneous other investments of approximately \$83.0 million at June 30, 2015, consisting primarily of secured loans to third-party operators of our facilities.

**Corporate Information**

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

Our filings with the SEC, including our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports are accessible free of charge on our website at [www.omegahealthcare.com](http://www.omegahealthcare.com). Information on our website does not constitute part of this prospectus.

## The Exchange Offer

On March 18, 2015, we issued an aggregate principal amount of \$700,000,000 of 4.500% Senior Notes due 2027 to a group of initial purchasers in reliance on exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable securities laws. In connection with each sale of the initial notes to the initial purchasers, we entered into a registration rights agreement pursuant to which we agreed, among other things, to deliver this prospectus to you, to commence this exchange offer and to use our commercially reasonable efforts to complete the exchange offer not later than 360 days after the issue date of the initial notes. The summary below describes the principal terms and conditions of the exchange offer. Some of the terms and conditions described below are subject to important limitations and exceptions. See “The Exchange Offer” for a more detailed description of the terms and conditions of the exchange offer and “Description of Notes” for a more detailed description of the terms of the exchange notes.

### The Exchange Offer

We are offering to exchange up to \$700,000,000 aggregate principal amount of our new 4.500% Senior Notes due 2027, which have been registered under the Securities Act, in exchange for your initial notes. For each initial note surrendered to us pursuant to the exchange offer, the holder of such initial note will receive an exchange note having a principal amount equal to that of the surrendered initial note. Exchange notes will only be issued in denominations of \$2,000 and integral multiples of \$1,000. The form and terms of the exchange notes will be substantially the same as the form and terms of the surrendered initial notes. The exchange notes will evidence the same indebtedness as and will replace the initial notes tendered in exchange therefor, and will be issued pursuant to, and entitled to the benefits of, the indenture governing the initial notes. As of the date of this prospectus, initial notes representing \$700,000,000 aggregate principal amount are outstanding. See “The Exchange Offer.”

### Resale

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

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

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

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

Registration Rights Agreement

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

Expiration Date

The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless we extend the expiration date. See “The Exchange Offer—Expiration Date; Extension; Amendments.”

Withdrawal

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

Interest

We will pay interest on the notes twice a year, on each April 1 and October 1. The exchange notes will accrue interest from the most recent date on which interest has been paid on the initial notes or, if no interest has been paid, from March 18, 2015, the date of issuance of the initial notes. If your initial notes are accepted for exchange, then you will receive interest on the exchange notes and not on the initial notes. Any initial notes not tendered will remain outstanding and continue to accrue interest according to their terms. Such interest will be computed on the basis of a 360-day year, comprised of twelve 30-day months.

Procedures for Tender

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

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

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

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

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

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

#### Special Procedures for Beneficial Owners

If:

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

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

#### Procedures for Guaranteed Delivery

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

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

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

Exchange Agent

U.S. Bank National Association is serving as exchange agent in connection with this exchange offer. The address, telephone number and facsimile number of the exchange agent is set forth under “The Exchange Offer—Exchange Agent.”

U.S. Federal Income Tax Considerations

Generally, a holder of initial notes will not recognize taxable gain or loss on the exchange of initial notes for exchange notes pursuant to the exchange offer. See “Certain Material United States Federal Income Tax Considerations.”

Accounting Treatment

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

Use of Proceeds

We will not receive any proceeds from the exchange offer or the issuance of the exchange notes. See “Use of Proceeds.”

Effect on Holders of Initial Notes

As a result of making this exchange offer, and upon acceptance for exchange of all validly tendered initial notes, we will have fulfilled our obligations under the registration rights agreement relating to the initial notes.

If you do not tender your initial notes or we reject your tender, your initial notes will remain outstanding and will be entitled to the benefits of the indenture governing the initial notes. Under such circumstances, you would not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances. For a more detailed description of our obligation to file a shelf registration statement with respect to the initial notes, see “The Exchange Offer—Purpose and Effect; Registration Rights” and “The Exchange Offer—Consequences of Failure to Exchange Initial Notes.” Existing transfer restrictions would continue to apply to the initial notes if not exchanged in this exchange offer.

Any trading market for the initial notes could be adversely affected if some but not all of the initial notes are tendered and accepted in the exchange offer.



### Description of Exchange Notes

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

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

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

Issuer	Omega Healthcare Investors, Inc.
Securities Offered	\$700,000,000 aggregate principal amount of 4.500% Senior Notes due 2027
Maturity	April 1, 2027
Interest Rate	4.500% per year (calculated using a 360-day year)
Interest Payment Dates	April 1 and October 1. The exchange notes will accrue interest from the most recent date on which interest has been paid on the initial notes or, if no interest has been paid, from March 18, 2015, the date of issuance of the initial notes.
Ranking	<p>The notes are our unsecured senior obligations and rank equally in right of payment with all of our existing and future senior debt and senior in right of payment to all of our existing and future subordinated debt. The notes are effectively subordinated in right of payment to our future secured indebtedness to the extent of the value of the assets securing such indebtedness. The notes are structurally subordinated to all existing and future liabilities (including indebtedness, trade payables and lease obligations) of each of our non-guarantor subsidiaries.</p> <p>As of June 30, 2015, we had \$351 million of outstanding borrowings under our \$1.25 billion revolving credit facility and \$500 million outstanding term loan borrowings under our various term loan facilities on a consolidated basis.</p>
Guarantees	The notes are fully and unconditionally guaranteed, jointly and severally, by our existing and future subsidiaries that guarantee indebtedness for money borrowed of Omega Healthcare Investors, Inc. in a principal amount at least equal to \$50 million (including our existing senior notes and the facilities under our credit agreement).
Optional Redemption	We may redeem the notes, in whole or in part, at any time, and from time to time, upon not less than 30 days' nor more than 60 days' notice, at the redemption prices set forth under "Description of Notes—Optional Redemption."

Certain Indenture Provisions

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

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

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

No Public Market

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

Required Approvals;  
Appraisal Rights

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

**Risk Factors**

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

### Summary Financial Data

The following summary consolidated financial data should be read in connection with the consolidated financial statements incorporated by reference in this prospectus, as well as our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, which is incorporated by reference in this prospectus. In connection with our acquisition of Aviv REIT, Inc. on April 1, 2015, you should also read the consolidated financial statements of Aviv REIT and Aviv Healthcare Properties Limited Partnership, as well as our unaudited pro forma condensed consolidated financial information, as of the year ended December 31, 2014, each of which are incorporated by reference.

	Year Ended December 31,					Six months ended June 30,	
	2010	2011	2012	2013	2014	2014	2015
	(in thousands)						
<b>Operating Data:</b>							
Revenues from core operations	\$ 250,985	\$ 292,204	\$ 350,460	\$ 418,714	\$ 504,787	\$ 242,801	\$ 331,131
Revenues from nursing home operations (1)	\$ 7,336	\$ -	\$ -	\$ -	\$ -	-	-
Total revenues	\$ 258,321	\$ 292,204	\$ 350,460	\$ 418,714	\$ 504,787	\$ 242,801	\$ 331,131
Interest expense (2)	\$ 90,602	\$ 86,899	\$ 106,096	\$ 92,048	\$ 126,869	\$ 63,081	\$ 82,147
Income from continuing operations	\$ 58,436	\$ 52,606	\$ 120,698	\$ 172,521	\$ 221,349	\$ 102,646	\$ 87,057
Net income available to common stockholders	\$ 49,350	\$ 47,459	\$ 120,698	\$ 172,521	\$ 221,349	\$ 102,646	\$ 84,480
Net income	\$ 49,350	\$ 47,459	\$ 120,698	\$ 172,521	\$ 221,349	\$ 102,646	\$ 86,518
<b>Per Share Amounts:</b>							
Income from continuing operations							
Basic	\$ 0.52	\$ 0.46	\$ 1.12	\$ 1.47	\$ 1.75	\$ .82	\$ .55
Diluted	\$ 0.52	\$ 0.46	\$ 1.12	\$ 1.46	\$ 1.74	\$ .81	\$ .53
Net income available to common stockholders							
Basic – Net income available to common stockholders	\$ 0.52	\$ 0.46	\$ 1.12	\$ 1.47	\$ 1.75	\$ .82	\$ .53
Diluted – Net income	\$ 0.52	\$ 0.46	\$ 1.12	\$ 1.46	\$ 1.74	\$ .81	\$ .53
Dividends, Common Stock (3)	\$ 1.37	\$ 1.55	\$ 1.69	\$ 1.86	\$ 2.02	\$ .99	\$ 1.07
Dividends, Series D Preferred (4)	\$ 2.09	\$ 0.74	\$ -	\$ -	\$ -	\$ -	\$ -
Weighted-average common shares outstanding basic	94,056	102,119	107,591	117,257	126,550	125,467	158,521
Weighted-average common shares outstanding diluted	94,237	102,177	108,011	118,100	127,294	126,130	164,644
<b>Consolidated Balance Sheet Data (at period end):</b>							
Gross investments (5)	\$ 2,504,818	\$ 2,831,132	\$ 3,325,533	\$ 3,924,917	\$ 4,472,840	\$ 4,368,386	\$ 7,866,164
Total assets	\$ 2,304,007	\$ 2,557,312	\$ 2,982,005	\$ 3,462,216	\$ 3,921,645	\$ 3,889,359	\$ 7,813,676
Revolving line of credit	\$ -	\$ 272,500	\$ 158,000	\$ 326,000	\$ 85,000	\$ 270,000	\$ 351,000
Term loans	\$ -	\$ -	\$ 100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 500,000
Other long-term borrowings	\$ 1,176,965	\$ 1,278,900	\$ 1,566,932	\$ 1,498,418	\$ 2,093,503	\$ 1,889,613	\$ 2,596,924
Total debt (6)	\$ 1,176,965	\$ 1,551,400	\$ 1,824,932	\$ 2,024,418	\$ 2,378,503	\$ 2,359,613	\$ 3,447,924
Total equity	\$ 1,004,066	\$ 878,484	\$ 1,011,329	\$ 1,300,103	\$ 1,401,327	\$ 1,383,795	\$ 4,077,316

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

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

- (3) Dividends per share are those declared and paid during such period.
- (4) We redeemed all of our outstanding Series D Preferred Stock on March 7, 2011
- (5) We define gross investments as total investments before accumulated depreciation.
- (6) Total debt includes long-term debt and current maturities of long-term debt. Total debt also includes \$21.8 million, \$25.3 million, \$31.9 million, \$19.0 million, \$14.3 million, \$18.4 million and \$2.8 million of non-cash fair value adjustments to mark assumed debt to market on the date of the assumption for the periods ended December 31, 2010, 2011, 2012, 2013 and 2014, and for the six month periods ended June 30, 2014 and June 30, 2015, respectively.

#### Ratio of Earnings to Fixed Charges

	2010	2011	Year Ended December 31, 2012	2013	2014	Six Months ended June 30, 2015
<b>Earnings / fixed charge coverage ratio</b>	1.6x	1.6x	2.1x	2.9x	2.7x	2.0x

Earnings consist of income from continuing operations plus fixed charges. Fixed charges consist of interest expense, amortization of deferred financing costs and costs related to retiring certain debt early.

## RISK FACTORS

*You should carefully consider the risks described under “Risk Factors” in Item 1A of our Annual Report on Form 10-K, as amended, for the fiscal year ended December 31, 2014 and as supplemented in Part II, Item 1A to our quarterly report on Form 10-Q for the quarterly period ended March 31, 2015, each of which is hereby incorporated by reference, and in the other documents incorporated by reference into this prospectus (which risk factors are incorporated by reference herein), as well as the other information contained or incorporated by reference in this prospectus, before participating in this exchange offer. Additional risks and uncertainties not currently known or that are currently deemed to be immaterial may also materially and adversely affect our business operations and financial condition or the market for the notes.*

### **Risks Relating to the Exchange Offer**

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

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

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

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

***The consummation of the exchange offer may not occur.***

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

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

## Risks Related to the Notes

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

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

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

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

- make it more difficult for us to satisfy our obligations with respect to the notes;
- increase our vulnerability to adverse changes in general economic, industry and competitive conditions;
- require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness and leases, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- limit our ability to make material acquisitions or take advantage of business opportunities that may arise;
- expose us to fluctuations in interest rates, to the extent our borrowings bear variable rates of interest;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business plan or other general corporate purposes on satisfactory terms or at all;
- reduce the amount of surplus funds distributable by the non-guarantor subsidiaries to us for use in our business, such as for the payment of indebtedness, including the notes; and
- lead us to elect to make additional investments in our non-guarantor subsidiaries if their cash flow from operations is insufficient for them to make payments on their indebtedness.

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

- incur, assume or permit to exist additional indebtedness, guaranty obligations or hedging arrangements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

If a bankruptcy case were filed by or against us under the U.S. Bankruptcy Code after the issuance of the notes, the claims of holders of the notes with respect to the principal amount of the notes may be limited to an amount equal to the original issue price for the notes. Accordingly, holders of the notes under these circumstances may receive a lesser amount than they would be entitled to under the terms of the indenture governing the notes, even if sufficient funds are available.

## **USE OF PROCEEDS**

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

## THE EXCHANGE OFFER

### Purpose and Effect; Registration Rights

We sold the initial notes on March 18, 2015, in transactions exempt from the registration requirements of the Securities Act. Simultaneously with the sale of the initial notes, we entered into a registration rights agreement with the initial purchasers of the initial notes. Under the registration rights agreement, we agreed, among other things, to:

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

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

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

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

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

If:

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

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

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

The summary herein of certain provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the full text of the registration rights agreement, a copy of which has been filed as Exhibit 4.2 to our Current Report on Form 8-K filed with the SEC on March 24, 2015.

#### **Terms of the Exchange Offer**

We are offering to exchange \$700,000,000 in aggregate principal amount of our 4.500% Senior Notes due 2027 that have been registered under the Securities Act for a like aggregate principal amount of our outstanding unregistered 4.500% Senior Notes due 2027.

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

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

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

The exchange notes will accrue interest from the most recent date on which interest has been paid on the initial notes or, if no interest has been paid, from March 18, 2015, the date of issuance of the initial notes. Accordingly, registered holders of exchange notes on the record date for the first interest payment date following the completion of the exchange offer will receive interest accrued from the most recent date to which interest has been paid on the initial notes or, if no interest has been paid, from March 18, 2015. However, if that record date occurs prior to completion of the exchange offer, then the interest payable on the first interest payment date following the completion of the exchange offer will be paid to the registered holders of the initial notes on that record date.

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

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

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

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

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

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

#### **Expiration Date; Extension; Amendments**

The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015 unless we, in our sole discretion, extend the exchange offer, in which case the expiration date means the latest date and time to which we extend the exchange offer.

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

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

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

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

### **Conditions of the Exchange Offer**

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

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

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

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

### **Procedures for Tendering Initial Notes**

#### *Valid Tender*

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

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

In addition, on or prior to the expiration date:

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

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

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

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

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

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

*Deemed Representations*

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

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

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

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

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

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

*Acceptance of Initial Notes for Exchange and Issuance of Initial Notes*

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

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

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

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

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

*Signature Guarantees*

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

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

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

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

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

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



### *Book-Entry Transfers*

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

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

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

### *Guaranteed Delivery*

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

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

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

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

### *Determination of Validity*

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

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

### **Withdrawal Rights**

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

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

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

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

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

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

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

### **Exchange Agent**

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

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

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

*By Facsimile:*

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

*For Information or Confirmation by Telephone:*

1-800-934-6802

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

### **Fees and Expenses**

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

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

### **Transfer Taxes**

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

## Accounting Treatment

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

## Resales of Exchange Notes

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

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

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

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

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

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

## Consequences of Failure to Exchange Initial Notes

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

Initial notes that are not tendered or are tendered but not accepted will, following the consummation of the exchange offer, continue to be subject to the provisions in the indenture regarding the transfer and exchange of the initial notes and the existing restrictions on transfer set forth in the legend on the initial notes and in the offering memorandum, dated March 11, 2015, relating to the initial notes. Except in limited circumstances with respect to the specific types of holders of initial notes, we will have no further obligation to provide for the registration under the Securities Act of such initial notes. In general, initial notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not anticipate that we will take any action to register the untendered initial notes under the Securities Act or under any state securities laws. Upon completion of the exchange offer, holders of the initial notes will not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances.

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

## DESCRIPTION OF NOTES

The exchange notes are identical in all material respect to the initial notes, except that (i) the exchange notes will be registered under the Securities Act, (ii) the exchange notes will not bear restrictive legends restricting their transfer under the Securities Act, (iii) holders of the exchange notes are not entitled to certain rights under the registration rights agreement and (iv) the exchange notes will not contain provisions relating to an increase in any interest rate in connection with the outstanding notes under circumstances related to the timing of the exchange offer. The exchange notes will evidence the same debt as the initial notes, which they replace, and will be governed by the same indenture by and among us, certain of our subsidiary guarantors as discussed below, and U.S. Bank National Association, as trustee. The following is a summary of the material provisions of the indenture governing the notes among us, the subsidiary guarantors and U.S. Bank National Association, as trustee. We urge you to read the indenture in its entirety, which is filed as Exhibit 4.1 to our Current Report on Form 8-K filed on March 24, 2015, because it, and not this description, defines your rights as a noteholder. Copies of the indenture are available upon request to Omega at the address indicated under "Incorporation of Documents by Reference." Except as otherwise indicated, the following description relates to both the initial notes and the exchange notes, which are together referred to as the "notes." You can find the definitions of certain capitalized terms used in this description under "—Certain Definitions" below. For purposes of this section only, references to the "Issuer" include only Omega Healthcare Investors, Inc. and not its subsidiaries.

### General

The initial notes were issued in an aggregate principal amount of \$700 million. The exchange notes will be issued in an aggregate principal amount equal to the aggregate principal amount of the initial notes they replace. The notes will be unsecured senior obligations of the Issuer. The notes will mature on April 1, 2027. The notes will initially bear interest at a rate of 4.500% per annum, payable semiannually to holders of record at the close of business on March 15 or September 15, immediately preceding the interest payment date on April 1 and October 1 of each year, commencing October 1, 2015.

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

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

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

### Guarantees and Subsidiary Guarantors

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

## Optional Redemption

*Optional redemption.* The notes will be redeemable at the option of the Issuer, in whole or in part, at any time, and from time to time, upon not less than 30 days' nor more than 60 days' notice. If the notes are redeemed prior to January 1, 2027, the redemption price will be equal to the greater of:

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

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

If the notes are redeemed on or after January 1, 2027, the redemption price will be equal to 100% of the principal amount of the notes being redeemed, plus accrued and unpaid interest thereon to, but not including, such redemption date.

As used herein:

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

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

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

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

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

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

"*Reference Treasury Dealer Quotations*" means, with respect to each Reference Treasury Dealer and any redemption date for the notes, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such redemption date.

### **Selection and Notice of Redemption**

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

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

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

### **Sinking Fund**

There will be no sinking fund payments for the notes.

### **Ranking**

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

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

As of the date hereof, our non-guarantor Subsidiaries include (w) certain Subsidiaries with nominal assets, (x) certain Subsidiaries that we have acquired since 2009 and which were obligors with respect to pre-existing HUD-guaranteed secured Indebtedness, substantially all of which Subsidiaries are structured as special purpose entities, (y) the acquisition Subsidiaries we formed for the purposes of acquiring certain of the Subsidiaries described in clause (x) and (z) certain foreign subsidiaries created since the Closing Date which do not guarantee any Indebtedness of Omega Healthcare Investors, Inc., equal to or greater than \$50 million. The notes will be structurally subordinated to all indebtedness and other liabilities of our Subsidiaries that do not guarantee the notes.

### **Certain Definitions**

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



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

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

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

*"Adjusted Total Assets"* means, for any Person, the sum of:

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

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

*"Asset Acquisition"* means:

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

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

- (1) all or substantially all of the Capital Stock of any Subsidiary, or

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

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

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

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

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

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

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

"Closing Date" means March 18, 2015.

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

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

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

all as determined on a consolidated basis for the Issuer and its Subsidiaries in conformity with GAAP; *provided, however*, that, if any Subsidiary is not a Wholly Owned Subsidiary, Consolidated EBITDA shall be reduced (to the extent not already reduced in Adjusted Consolidated Net Income or otherwise reduced in accordance with GAAP) by an amount equal to the amount of the Adjusted Consolidated Net Income attributable to such Subsidiary *multiplied by* the percentage ownership interest in the income of such Subsidiary not owned on the last day of such period by the Issuer or any of its Subsidiaries.

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

- (1) amortization of debt issuance costs, debt discount or premium and other financing fees and expenses;
- (2) the interest portion of any deferred payment obligations;
- (3) all commissions, discounts and other fees and expenses owed with respect to letters of credit and bankers' acceptance financing;
- (4) the net costs associated with Interest Rate Agreements and Indebtedness that is Guaranteed or secured by assets of the Issuer or any of its Subsidiaries; and
- (5) all but the principal component of rentals in respect of Capitalized Lease Obligations paid, accrued or scheduled to be paid or to be accrued by the Issuer and its Subsidiaries;

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

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

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

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

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

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

"*Existing Note Indentures*" means the indenture governing the Issuer's 7.50% senior notes due 2020, the indenture governing the Issuer's 6.75% senior notes due 2022, the indenture governing the Issuer's 5.875% senior notes due 2024, the indenture governing the Issuer's 4.950% senior notes due 2024 and the indenture governing the Issuer's 4.50% senior notes due 2025 (each an "*Existing Note Indenture*"), as each such Existing Note Indenture may be supplemented from time to time.

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

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect as of March 11, 2015, including, without limitation, those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. Except as otherwise specifically provided in the indenture, all ratios and computations contained or referred to in the indenture shall be computed in conformity with GAAP applied on a consistent basis.

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

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

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

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

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

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

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

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

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

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

In making the foregoing calculation,

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

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

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

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

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

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

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

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

"*Stated Maturity*" means:

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

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

"*Subsidiary Guarantee*" means a Guarantee by each Subsidiary Guarantor for payment of the notes by such Subsidiary Guarantor. The Subsidiary Guarantee will be an unsecured senior obligation of each Subsidiary Guarantor and will be unconditional regardless of the enforceability of the notes and the indenture. Notwithstanding the foregoing, each Subsidiary Guarantee by a Subsidiary Guarantor shall provide by its terms that it shall be automatically and unconditionally released and discharged under circumstances described under "-Covenants-Guarantees by Subsidiaries."

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Covenants**

The indenture contains, among others, the following covenants:

### *Limitation on Indebtedness*

- (1) The Issuer will not, and will not permit any of its Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness) if, immediately after giving effect to the Incurrence of such additional Indebtedness and the receipt and application of the proceeds therefrom, the aggregate principal amount of all outstanding Indebtedness of the Issuer and its Subsidiaries on a consolidated basis determined in conformity with GAAP is greater than 60% of Adjusted Total Assets.
- (2) The Issuer will not, and will not permit any of its Subsidiaries to, Incur any Secured Indebtedness if, immediately after giving effect to the Incurrence of such additional Secured Indebtedness and the receipt and application of the proceeds therefrom, the aggregate principal amount of all outstanding Secured Indebtedness of the Issuer and its Subsidiaries on a consolidated basis determined in conformity with GAAP is greater than 40% of Adjusted Total Assets.
- (3) The Issuer will not, and will not permit any of its Subsidiaries to, Incur any Indebtedness other than the notes issued on the Closing Date and other Indebtedness existing on the Closing Date; *provided, however*, that the Issuer or any of its Subsidiaries may Incur Indebtedness if, after giving effect to the Incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, the Interest Coverage Ratio of the Issuer and its Subsidiaries on a consolidated basis would be greater than 1.5 to 1.0.

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

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

### *Maintenance of Total Unencumbered Assets*

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

### *Guarantees by Subsidiaries*

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

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

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

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

*provided, however*, that in the case of clauses (1) and (2) above, (x) such sale or other disposition is made to a person other than the Issuer or any of its Subsidiaries and (y) such sale or disposition is otherwise permitted by the indenture.

At the request of the Issuer, and upon delivery to the trustee of an officer's certificate and an opinion of counsel, each stating that all conditions precedent under the indenture relating to such release have been complied with, the trustee will execute any documents reasonably requested by the Issuer evidencing such release.

Nothing contained in the indenture or in any of the notes will prevent any consolidation or merger of a Subsidiary Guarantor with or into the Issuer (in which case such Subsidiary Guarantor shall no longer be a Subsidiary Guarantor) or another Subsidiary Guarantor or shall prevent any sale or conveyance of the property of a Subsidiary Guarantor as an entirety or substantially as an entirety to the Issuer or another Subsidiary Guarantor.

### *Reports to Holders*

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

### **Events of Default**

Events of Default under the indenture include the following:



- (1) default in the payment of principal of, or premium, if any, on any note when they are due and payable at maturity, upon acceleration, redemption or otherwise;
- (2) default in the payment of interest on any note when they are due and payable, and such default continues for a period of 30 days;
- (3) default in the performance or breach of the provisions of the indenture applicable to mergers, consolidations and transfers of all or substantially all of the assets of the Issuer;
- (4) the Issuer defaults in the performance of or breaches any other covenant or agreement of the Issuer in the indenture or under the notes (other than a default specified in clause (1), (2) or (3) above) and such default or breach continues for the earlier of (i) 60 consecutive days and (ii) such shorter period specified for comparable defaults under any Existing Note Indenture (or under any indenture pursuant to which the Issuer or a Subsidiary Guarantor has issued any Indebtedness that refinances or refunds (x) the Indebtedness under such Existing Note Indenture or (y) such refinancing or refunding Indebtedness) after written notice by the trustee or the holders of 25% or more in aggregate principal amount of the notes;
- (5) there occurs with respect to any issue or issues of Indebtedness of the Issuer or any Significant Subsidiary having an outstanding principal amount of \$35 million or more in the aggregate for all such issues of all such Persons, whether such Indebtedness now exists or shall hereafter be created,
  - (i) an event of default that has caused the holder thereof to declare such Indebtedness to be due and payable prior to its Stated Maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 30 days of such acceleration and/or
  - (ii) the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 30 days of such payment default;
- (6) a court of competent jurisdiction enters a decree or order for:
  - (i) relief in respect of the Issuer or any Significant Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect,
  - (ii) appointment of a receiver, liquidator, assignee custodian, trustee, sequestrator or similar official of the Issuer or any Significant Subsidiary or for all or substantially all of the property and assets of the Issuer or any Significant Subsidiary, or
  - (iii) the winding up or liquidation of the affairs of the Issuer or any Significant Subsidiary and, in each case, such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or
- (7) the Issuer or any Significant Subsidiary:
  - (i) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under such law,
  - (ii) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or such Significant Subsidiary or for all or substantially all of the property and assets of the Issuer or such Significant Subsidiary, or
  - (iii) effects any general assignment for the benefit of its creditors.

If an Event of Default (other than an Event of Default specified in clause (6) or (7) above that occurs with respect to the Issuer) occurs and is continuing under the indenture, the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding, by written notice to the Issuer (and to the trustee if such notice is given by the holders), may, and the trustee at the request of the holders of at least 25% in aggregate principal amount of the notes then outstanding shall, declare the principal of, premium, if any, and accrued interest on the notes to be immediately due and payable. Upon a declaration of acceleration, such principal of, premium, if any, and accrued interest shall be immediately due and payable. In the event of a declaration of acceleration because an Event of Default set forth in clause (5) above has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the event of default triggering such Event of Default pursuant to clause (5) shall be remedied or cured by the Issuer or the relevant Significant Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto.

If an Event of Default specified in clause (6) or (7) above occurs with respect to the Issuer, the principal of, premium, if any, and accrued interest on the notes then outstanding shall automatically become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder. The holders of at least a majority in principal amount of the outstanding notes by written notice to the Issuer and to the trustee, may waive all past defaults and rescind and annul a declaration of acceleration and its consequences if:

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

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

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

A holder may not pursue any remedy with respect to the indenture or the notes unless:

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

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

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

#### **Consolidation, Merger and Sale of Assets**

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

(1) the Issuer shall be the continuing Person, or the Person (if other than the Issuer) formed by such consolidation or into which the Issuer is merged or that acquired or leased such property and assets of the Issuer shall be a corporation, general or limited partnership, limited liability company or other entity (other than an individual) organized and validly existing under the laws of the United States of America or any state or jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the trustee, all of the obligations of the Issuer on the notes and under the indenture;

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction on a pro forma basis the Issuer, or any Person becoming the successor obligor of the notes, as the case may be, could Incur at least \$1.00 of Indebtedness under paragraphs (1), (2) and (3) of the "Limitation on indebtedness" covenant; *provided, however*, that this clause (3) shall not apply to a consolidation or merger with or into a Wholly Owned Subsidiary with a positive net worth; *provided further, however*, that, in connection with any such merger or consolidation, no consideration (other than Capital Stock (other than Disqualified Stock) in the surviving Person or the Issuer) shall be issued or distributed to the holders of Capital Stock of the Issuer; and

(4) the Issuer delivers to the trustee an officers' certificate (attaching the arithmetic computations to demonstrate compliance with clause (3) above) and an opinion of counsel, in each case stating that such consolidation, merger or transfer and such supplemental indenture complies with this covenant and that all conditions precedent provided for herein relating to such transaction have been complied with; *provided, however*, that clause (3) above does not apply if, in the good faith determination of the Board of Directors of the Issuer, whose determination shall be evidenced by a Board Resolution, the principal purpose of such transaction is to change the state of domicile of the Issuer; *provided further, however*, that any such transaction shall not have as one of its purposes the evasion of the foregoing limitations.

No Subsidiary Guarantor may consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person) another Person, unless:

(1) either such Subsidiary Guarantor shall be the continuing Person or the Person (if other than such Subsidiary Guarantor) formed by such consolidation or into which such Subsidiary Guarantor is merged shall be a corporation or other legal entity organized and validly existing under the laws of the United States of America or any state or jurisdiction thereof and shall expressly assume, by a supplemental indenture, executed and delivered to the trustee, all of the obligations of such Subsidiary Guarantor under the Subsidiary Guarantee of such Subsidiary Guarantor and under the indenture; and

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Subsidiary Guarantors, the Capital Stock of which constitutes all or substantially all of the properties and assets of the Issuer, will be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

Upon any such consolidation, combination or merger of the Issuer or a Subsidiary Guarantor, or any such sale, conveyance, transfer, lease or other disposition of all or substantially all of the assets of the Issuer in accordance with the foregoing provisions, in which the Issuer or such Subsidiary Guarantor is not the continuing obligor under the notes or its Subsidiary Guarantee, the surviving entity formed by such consolidation or into which the Issuer or such Subsidiary Guarantor is merged or the entity to which the sale, conveyance, transfer, lease or other disposition is made will succeed to, and be substituted for, and may exercise every right and power of, the Issuer or such Subsidiary Guarantor under the indenture, the notes and the Subsidiary Guarantees with the same effect as if such surviving entity had been named therein as the Issuer or such Subsidiary Guarantor and, except in the case of a lease, the Issuer or such Subsidiary Guarantor, as the case may be, will be released from the obligation to pay the principal of and interest on the notes or in respect of its Subsidiary Guarantee, as the case may be, and all of the Issuer's or such Subsidiary Guarantor's other obligations and covenants under the notes, the indenture and its Subsidiary Guarantee, if applicable.

Notwithstanding the foregoing, any Subsidiary Guarantor may (i) consolidate with or merge with or into the Issuer or another Subsidiary Guarantor or (ii) convert into a corporation, general or limited partnership, limited liability company or trust organized under the laws of such Subsidiary Guarantor's jurisdiction of organization or the laws of the United States of America or any state or jurisdiction thereof.

## Defeasance

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

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

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

In order to exercise either Legal Defeasance or Covenant Defeasance:

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

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

- (3) in the case of Covenant Defeasance, the Issuer shall have delivered to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Covenant Defeasance had not occurred,

(4) no Default shall have occurred and be continuing on the date of such deposit (other than a Default resulting from the borrowing of funds to be applied to such deposit),

(5) the Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a Default under the Indenture or a default under any other material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound (other than any such Default or default resulting solely from the borrowing of funds to be applied to such deposit),

(6) the Issuer shall have delivered to the trustee an officers' certificate stating that the deposit was not made by it with the intent of preferring the holders over any other of its creditors or with the intent of defeating, hindering, delaying or defrauding any other of its creditors or others, and

(7) the Issuer shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that the conditions provided for in, in the case of the officers' certificate, clauses (1) through (6) and, in the case of the opinion of counsel, clauses (2) and/or (3) and (5) of this paragraph have been complied with.

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

### **Satisfaction and Discharge**

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

(1) either:

(A) all the notes theretofore authenticated and delivered (except lost, stolen or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the trustee for cancellation; or

(B) all notes not theretofore delivered to the trustee for cancellation (1) have become due and payable or (2) will become due and payable within one year, or are to be called for redemption within one year, under arrangements reasonably satisfactory to the trustee for the giving of notice of redemption by the trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the notes not theretofore delivered to the trustee for cancellation, for principal of, premium, if any, and interest on the notes to the date of maturity or redemption, as the case may be, together with irrevocable instructions from the Issuer directing the trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(2) the Issuer has paid all other sums payable under the indenture by the Issuer; and

(3) the Issuer has delivered to the trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the indenture relating to the satisfaction and discharge of the indenture have been complied with.

### **Modification and Waiver**

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

(1) change the Stated Maturity of the principal of, or any installment of interest on, any note,

(2) reduce the principal amount of, or premium, if any, or interest on, any note,

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

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

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

#### **Concerning the Trustee**

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

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

## **CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS**

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

As discussed further below, we believe that the exchange of the initial notes for the exchange notes in the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. Accordingly, the material U.S. federal income tax consequences of the ownership and disposition of the initial notes, as discussed in the Final Offering Memorandum dated March 11, 2015, remain applicable with respect to the ownership and disposition of the exchange notes, which material U.S. federal income tax consequences are summarized below in substantially the same form as set forth in such Final Offering Memorandum.

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

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

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

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

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

## **Tax Consequences to U.S. Holders**

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

### *Exchange Offer*

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

### *Payments of Stated Interest*

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

### *Original Issue Discount*

It is expected that the notes will not be issued with an issue price that is less than their stated redemption price at maturity by more than the statutory de minimis amount. As a result, the notes will not be subject to the original issue discount, which we refer to as OID, rules. If, however, the “stated redemption price at maturity” (generally equal to the sum of all payments required under the notes other than payments of qualified stated interest) of the notes exceeds the issue price by more than a de minimis amount, you will be required to include OID in income for U.S. federal income tax purposes as it accrues under a constant yield method, regardless of your method of accounting. As a result, you may be required to include OID in taxable income prior to the receipt of cash.

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

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



### *Medicare Tax*

A 3.8% Medicare tax will be imposed on a portion or all of the net investment income of certain individuals with a modified adjusted gross income of over \$200,000 (\$250,000 in the case of joint filers or \$125,000 in the case of married individuals filing separately) and on the undistributed net investment income of certain estates and trusts. For these purposes, "net investment income" generally will include interest (including interest paid with respect to a note), dividends, annuities, royalties, rents, net gain attributable to the disposition of property not held in a trade or business (including net gain from the sale, exchange, redemption or other taxable disposition of a note) and certain other income, but will be reduced by any deductions properly allocable to such income or net gain. If you are a U.S. holder that is an individual, estate or trust, you are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the notes.

### **Tax Consequences to Non-U.S. Holders**

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

#### *Payments of Interest*

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

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

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

#### *Exchange Offer*

As discussed above under "—Tax Consequences to U.S. Holders," we believe that the exchange of the initial notes for the exchange notes pursuant to the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes.

### *Effectively Connected Income*

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

### *FATCA*

Under Sections 1471 through 1474 of the Code, which we refer to as FATCA, unless a “grandfather rule” applies to debt obligations issued by a United States issuer, a 30% withholding tax may be required on certain payments to holders of those obligations (including intermediaries) that do not provide certain information to the applicable withholding agent, which may include the name, address, taxpayer identification number and certain other information with respect to direct and certain indirect U.S. holders. Certain countries have entered into, and other countries are expected to enter into, agreements with the United States to facilitate the type of information reporting required under FATCA, which will reduce, but not eliminate the risk of FATCA withholding for investors in, or holding notes through financial institutions in, such countries. If applicable, FATCA withholding is scheduled to apply to payments of United States source dividends, interest, and other fixed payments beginning January 1, 2014, and to payments from the disposition of property producing such payments (e.g., notes) beginning January 1, 2017. If FATCA withholding were to apply, neither the Company nor any paying agent nor any other person would be required to pay additional amounts as a result of such withholding.

### **Information Reporting and Backup Withholding**

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

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

The current U.S. federal backup withholding rate is 28%.

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

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

#### **U.S. Federal Estate Taxes**

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

#### **Possible Legislative or Other Actions Affecting Tax Consequences**

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

#### **State and Local Taxes**

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

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

## PLAN OF DISTRIBUTION

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

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

## LEGAL MATTERS

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

## EXPERTS

Our consolidated financial statements appearing in our Annual Report on Form 10-K for the year ended December 31, 2014 (including schedules appearing therein), and the effectiveness of our internal control over financial reporting as of December 31, 2014 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership for the year ended December 31, 2014 appearing in our Form 8-K filed April 3, 2015 (including schedules appearing therein), and the effectiveness of internal control over financial reporting of Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership as of December 31, 2014 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

## INCORPORATION OF DOCUMENTS BY REFERENCE

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

- our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 27, 2015 and as amended on April 30, 2015;
- our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2015 and June 30, 2015, filed with the Commission on May 8, 2015 and August 5, 2015, respectively;
- our Current Reports\* on Form 8-K, filed with the SEC on February 3, 2015, February 9, 2015, February 11, 2015, March 11, 2015, March 13, 2015, March 24, 2015, March 27, 2015, April 3, 2015, June 15, 2015, June 17, 2015, July 20, 2015, July 31, 2015, September 4, 2015, September 16, 2015 and September 29, 2015.

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

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

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

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

**WHERE YOU CAN FIND MORE INFORMATION**

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



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

**\$700,000,000 4.500% Senior Notes due 2027  
for \$700,000,000 4.500% Senior Notes due 2027  
that have been registered under the Securities Act of 1933**

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## PART II

### INFORMATION NOT REQUIRED IN THE PROSPECTUS

#### Item 20. Indemnification of Directors and Officers

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

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

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

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

#### Item 21. Exhibits and Financial Statement Schedules.

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



**Item 22. Undertakings.**

(a) The undersigned registrants hereby undertake:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hunt Valley, State of Maryland, on this 6th day of October, 2015.

OMEGA HEALTHCARE INVESTORS, INC.

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

## POWER OF ATTORNEY

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

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on this 6th day of October, 2015.

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

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, C. Taylor Pickett has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hunt Valley, State of Maryland, on this 6th day of October, 2015.

11900 East Artesia Boulevard, LLC  
1200 Ely Street Holdings Co. LLC  
13922 Cerise Avenue, LLC  
1628 B Street, LLC  
2400 Parkside Drive, LLC  
2425 Teller Avenue, LLC  
245 East Wilshire Avenue, LLC  
3232 Artesia Real Estate, LLC  
3806 Clayton Road, LLC  
42235 County Road Holdings Co. LLC  
446 Sycamore Road, L.L.C.  
48 High Point Road, LLC  
523 Hayes Lane, LLC  
637 East Romie Lane, LLC  
Alamogordo Aviv, L.L.C.  
Albany Street Property, L.L.C.  
Arizona Lessor - Infinia, LLC  
Arkansas Aviv, L.L.C.  
Arma Yates, L.L.C.  
Avery Street Property, L.L.C  
Aviv Asset Management, L.L.C.  
Aviv Financing I, L.L.C.  
Aviv Financing II, L.L.C.  
Aviv Financing III, L.L.C.  
Aviv Financing IV, L.L.C.  
Aviv Financing V, L.L.C.  
Aviv Foothills, L.L.C.  
Aviv Healthcare Capital Corporation  
Aviv Healthcare Properties Operating Partnership I, L.P.  
Aviv Liberty, L.L.C.  
Avon Ohio, L.L.C.

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Bala Cynwyd Real Estate, LP  
Bayside Colorado Healthcare Associates, LLC  
Bayside Street II, LLC  
Bayside Street, LLC  
Belleville Illinois, L.L.C.  
Bellingham II Associates, L.L.C.  
Bethel ALF Property, L.L.C.  
BHG Aviv, L.L.C.  
Biglerville Road, L.L.C.  
Bonham Texas, L.L.C.  
Bradenton ALF Property, L.L.C.  
Burton NH Property, L.L.C.  
California Aviv Two, L.L.C.  
California Aviv, L.L.C.  
Camas Associates, L.L.C.  
Canton Health Care Land, LLC  
Carnegie Gardens LLC  
Casa/Sierra California Associates, L.L.C.  
CFG 2115 Woodstock Place LLC  
Champaign Williamson Franklin, L.L.C.  
Chardon Ohio Property Holdings, L.L.C.  
Chardon Ohio Property, L.L.C.  
Chatham Aviv, L.L.C.  
Chippewa Valley, L.L.C.  
CHR Bartow LLC  
CHR Boca Raton LLC  
CHR Bradenton LLC  
CHR Cape Coral LLC  
CHR Fort Myers LLC  
CHR Fort Walton Beach LLC  
CHR Lake Wales LLC  
CHR Lakeland LLC  
CHR Pompano Beach Broward LLC  
CHR Pompano Beach LLC  
CHR Sanford LLC  
CHR Spring Hill LLC  
CHR St. Pete Bay LLC  
CHR St. Pete Egret LLC  
CHR Tampa Carrollwood LLC  
CHR Tampa LLC  
CHR Tarpon Springs LLC  
CHR Titusville LLC  
Clarkston Care, L.L.C.  
Clayton Associates, L.L.C.  
Colonial Gardens, LLC  
Colonial Madison Associates, L.L.C.  
Colorado Lessor - Conifer, LLC  
Columbus Texas Aviv, L.L.C.  
Columbus Western Avenue, L.L.C.  
Colville Washington Property, L.L.C.  
Commerce Nursing Homes, L.L.C.  
Commerce Sterling Hart Drive, L.L.C.  
Conroe Rigby Owen Road, L.L.C.  
CR Aviv, L.L.C.

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Crete Plus Five Property, L.L.C.  
Crooked River Road, L.L.C.  
CSE Albany LLC  
CSE Amarillo LLC  
CSE Arden L.P.  
CSE Augusta LLC  
CSE Bedford LLC  
CSE Blountville LLC  
CSE Bolivar LLC  
CSE Cambridge LLC  
CSE Cambridge Realty LLC  
CSE Camden LLC  
CSE Canton LLC  
CSE Casablanca Holdings II LLC  
CSE Casablanca Holdings LLC  
CSE Cedar Rapids LLC  
CSE Centennial Village, LP  
CSE Chelmsford LLC  
CSE Chesterton LLC  
CSE Claremont LLC  
CSE Corpus North LLC  
CSE Denver Iliif LLC  
CSE Denver LLC  
CSE Douglas LLC  
CSE Elkton LLC  
CSE Elkton Realty LLC  
CSE Fairhaven LLC  
CSE Fort Wayne LLC  
CSE Frankston LLC  
CSE Georgetown LLC  
CSE Green Bay LLC  
CSE Hilliard LLC  
CSE Huntingdon LLC  
CSE Huntsville LLC  
CSE Indianapolis-Continental LLC  
CSE Indianapolis-Greenbriar LLC  
CSE Jacinto City LLC  
CSE Jefferson City LLC  
CSE Jeffersonville-Hillcrest Center LLC  
CSE Jeffersonville-Jennings House LLC  
CSE Kerrville LLC  
CSE King L.P.  
CSE Kingsport LLC  
CSE Knightdale L.P.  
CSE Lake City LLC  
CSE Lake Worth LLC  
CSE Lakewood LLC  
CSE Las Vegas LLC  
CSE Lawrenceburg LLC  
CSE Lenoir L.P.  
CSE Lexington Park LLC  
CSE Lexington Park Realty LLC  
CSE Ligonier LLC  
CSE Live Oak LLC

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CSE Lowell LLC  
CSE Marianna Holdings LLC  
CSE Memphis LLC  
CSE Mobile LLC  
CSE Moore LLC  
CSE North Carolina Holdings I LLC  
CSE North Carolina Holdings II LLC  
CSE Omro LLC  
CSE Orange Park LLC  
CSE Orlando-Pinar Terrace Manor LLC  
CSE Orlando-Terra Vista Rehab LLC  
CSE Pennsylvania Holdings, LP  
CSE Piggott LLC  
CSE Pilot Point LLC  
CSE Pine View LLC  
CSE Ponca City LLC  
CSE Port St. Lucie LLC  
CSE Richmond LLC  
CSE Ripley LLC  
CSE Ripon LLC  
CSE Safford LLC  
CSE Salina LLC  
CSE Seminole LLC  
CSE Shawnee LLC  
CSE Spring Branch LLC  
CSE Stillwater LLC  
CSE Taylorsville LLC  
CSE Texarkana LLC  
CSE Texas City LLC  
CSE The Village LLC  
CSE Upland LLC  
CSE Walnut Cove L.P.  
CSE West Point LLC  
CSE Whitehouse LLC  
CSE Williamsport LLC  
CSE Winter Haven LLC  
CSE Woodfin L.P.  
CSE Yorktown LLC  
Cuyahoga Falls Property, L.L.C.  
Dallas Two Property, L.L.C.  
Danbury ALF Property, L.L.C.  
Darien ALF Property, L.L.C.  
Delta Investors I, LLC  
Delta Investors II, LLC  
Denison Texas, L.L.C.  
Desert Lane LLC  
Dixie White House Nursing Home, LLC  
Dixon Health Care Center, LLC  
East Rollins Street, L.L.C.  
Edgewood Drive Property, L.L.C.  
Effingham Associates, L.L.C.  
Elite Mattoon, L.L.C.  
Elite Yorkville, L.L.C.  
Encanto Senior Care, LLC

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Falcon Four Property Holding, L.L.C.  
Falcon Four Property, L.L.C.  
Falfurrias Texas, L.L.C.  
Florida ALF Properties, L.L.C.  
Florida Four Properties, L.L.C.  
Florida Lessor – Meadowview, LLC  
Florida Real Estate Company, LLC  
Fort Stockton Property, L.L.C.  
Four Fountains Aviv, L.L.C.  
Fredericksburg South Adams Street, L.L.C.  
Freewater Oregon, L.L.C.  
Fullerton California, L.L.C.  
G&L Gardens, LLC  
Gardnerville Property, L.L.C.  
Georgia Lessor - Bonterra/Parkview, LLC  
Germantown Property, L.L.C.  
Giltex Care, L.L.C.  
Glendale NH Property, L.L.C.  
Golden Hill Real Estate Company, LLC  
Gonzales Texas Property, L.L.C.  
Great Bend Property, L.L.C.  
Greenbough, LLC  
Greenville Kentucky Property, L.L.C.  
Heritage Monterey Associates, L.L.C.  
HHM Aviv, L.L.C.  
Hidden Acres Property, L.L.C.  
Highland Leasehold, L.L.C.  
Hobbs Associates, L.L.C.  
Hot Springs Atrium Owner, LLC  
Hot Springs Aviv, L.L.C.  
Hot Springs Cottages Owner, LLC  
Hot Springs Marina Owner, LLC  
Houston Texas Aviv, L.L.C.  
Hutchinson Kansas, L.L.C.  
Hutton I Land, LLC  
Hutton II Land, LLC  
Hutton III Land, LLC  
Idaho Associates, L.L.C.  
Illinois Missouri Properties, L.L.C.  
Indiana Lessor – Wellington Manor, LLC  
Iowa Lincoln County Property, L.L.C.  
Jasper Springhill Street, L.L.C.  
Kansas Five Property, L.L.C.  
Karan Associates Two, L.L.C.  
Karan Associates, L.L.C.  
Karissa Court Property, L.L.C.  
KB Northwest Associates, L.L.C.  
Kentucky NH Properties, L.L.C.  
Kingsville Texas, L.L.C.  
LAD I Real Estate Company, LLC  
Leatherman 90-1, LLC  
Leatherman Partnership 89-1, LLC  
Leatherman Partnership 89-2, LLC  
Louisville Dutchmans Property, L.L.C.

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Magnolia Drive Property, L.L.C.  
Manor Associates, L.L.C.  
Mansfield Aviv, L.L.C.  
Massachusetts Nursing Homes, L.L.C.  
McCarthy Street Property, L.L.C.  
Meridian Arms Land, LLC  
Minnesota Associates, L.L.C.  
Mishawaka Property, L.L.C.  
Missouri Associates, L.L.C.  
Missouri Regency Associates, L.L.C.  
Montana Associates, L.L.C.  
Monterey Park Leasehold Mortgage, L.L.C.  
Mount Washington Property, L.L.C.  
Mt. Vernon Texas, L.L.C.  
Murray County, L.L.C.  
Muscatine Toledo Properties, L.L.C.  
N.M. Bloomfield Three Plus One Limited Company  
N.M. Espanola Three Plus One Limited Company  
N.M. Lordsburg Three Plus One Limited Company  
N.M. Silver City Three Plus One Limited Company  
New Hope Property, L.L.C.  
Newtown ALF Property, L.L.C.  
Nicholasville Kentucky Property, L.L.C.  
North Las Vegas LLC  
North Royalton Ohio Property, L.L.C.  
Norwalk ALF Property, L.L.C.  
NRS Ventures, L.L.C.  
Oakland Nursing Homes, L.L.C.  
Ocean Springs Nursing Home, LLC  
October Associates, L.L.C.  
Ogden Associates, L.L.C.  
OHI (Connecticut) , LLC  
OHI (Illinois), LLC  
OHI (Indiana) , LLC  
OHI (Iowa) , 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 (AZ) Austin House, LLC  
OHI Asset (CA), LLC  
OHI Asset (CO), LLC  
OHI Asset (CT) Lender, LLC  
OHI Asset (FL) Lake Placid, LLC  
OHI Asset (FL) Lender, LLC  
OHI Asset (FL) Lutz, LLC  
OHI Asset (FL), LLC  
OHI Asset (GA) Dunwoody, LLC

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OHI Asset (GA) Macon, LLC  
OHI Asset (GA) Moultrie, LLC  
OHI Asset (GA) Roswell, LLC  
OHI Asset (GA) Snellville, LLC  
OHI Asset (ID) Holly, LLC  
OHI Asset (ID) Midland, LLC  
OHI Asset (ID), LLC  
OHI Asset (IL), LLC  
OHI Asset (IN) American Village, LLC  
OHI Asset (IN) Anderson, LLC  
OHI Asset (IN) Beech Grove, LLC  
OHI Asset (IN) Clarksville, LLC  
OHI Asset (IN) Clinton, LLC  
OHI Asset (IN) Connersville, LLC  
OHI Asset (IN) Crown Point, LLC  
OHI Asset (IN) Eagle Valley, LLC  
OHI Asset (IN) Elkhart, LLC  
OHI Asset (IN) Forest Creek, LLC  
OHI Asset (IN) Fort Wayne, LLC  
OHI Asset (IN) Franklin, LLC  
OHI Asset (IN) Greensburg, LLC  
OHI Asset (IN) Indianapolis, LLC  
OHI Asset (IN) Jasper, LLC  
OHI Asset (IN) Kokomo, LLC  
OHI Asset (IN) Lafayette, LLC  
OHI Asset (IN) Madison, LLC  
OHI Asset (IN) Monticello, LLC  
OHI Asset (IN) Noblesville, LLC  
OHI Asset (IN) Rosewalk, LLC  
OHI Asset (IN) Salem, LLC  
OHI Asset (IN) Seymour, LLC  
OHI Asset (IN) Spring Mill, LLC  
OHI Asset (IN) Terre Haute, LLC  
OHI Asset (IN) Wabash, LLC  
OHI Asset (IN) Westfield, LLC  
OHI Asset (IN) Zionsville, LLC  
OHI Asset (LA) Baton Rouge, LLC  
OHI Asset (LA), LLC  
OHI Asset (MD), LLC  
OHI Asset (MI) Heather Hills, LLC  
OHI Asset (MI), LLC  
OHI Asset (MO), LLC  
OHI Asset (MS) Byhalia, LLC  
OHI Asset (MS) Cleveland, LLC  
OHI Asset (MS) Clinton, LLC  
OHI Asset (MS) Columbia, LLC  
OHI Asset (MS) Corinth, LLC  
OHI Asset (MS) Greenwood, LLC  
OHI Asset (MS) Grenada, LLC  
OHI Asset (MS) Holly Springs, LLC  
OHI Asset (MS) Indianola, LLC  
OHI Asset (MS) Natchez, LLC  
OHI Asset (MS) Picayune, LLC  
OHI Asset (MS) Vicksburg, LLC

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OHI Asset (MS) Yazoo City, LLC  
OHI Asset (NC) Wadesboro, LLC  
OHI Asset (NY) 2nd Avenue, LLC  
OHI Asset (NY) 93rd Street, LLC  
OHI Asset (OH) Lender, LLC  
OHI Asset (OH), LLC  
OHI Asset (OR) Portland, LLC  
OHI Asset (OR) Troutdale, LLC  
OHI Asset (PA) GP, LLC  
OHI Asset (PA) West Mifflin, LP  
OHI Asset (PA), LLC  
OHI Asset (PA), LP  
OHI Asset (SC) Aiken, LLC  
OHI Asset (SC) Anderson, LLC  
OHI Asset (SC) Easley Anne, LLC  
OHI Asset (SC) Easley Crestview, LLC  
OHI Asset (SC) Edgefield, LLC  
OHI Asset (SC) Greenville Griffith, LLC  
OHI Asset (SC) Greenville Laurens, LLC  
OHI Asset (SC) Greenville North, LLC  
OHI Asset (SC) Greenville, LLC  
OHI Asset (SC) Greer, LLC  
OHI Asset (SC) Marietta, LLC  
OHI Asset (SC) McCormick, LLC  
OHI Asset (SC) Orangeburg, LLC  
OHI Asset (SC) Pickens East Cedar, LLC  
OHI Asset (SC) Pickens Rosemond, LLC  
OHI Asset (SC) Piedmont, LLC  
OHI Asset (SC) Simpsonville SE Main, LLC  
OHI Asset (SC) Simpsonville West Broad, LLC  
OHI Asset (SC) Simpsonville West Curtis, LLC  
OHI Asset (TN) Bartlett, LLC  
OHI Asset (TN) Collierville, LLC  
OHI Asset (TN) Jefferson City, LLC  
OHI Asset (TN) Memphis, LLC  
OHI Asset (TN) Rogersville, LLC  
OHI Asset (TX) Anderson, LLC  
OHI Asset (TX) Bryan, LLC  
OHI Asset (TX) Burleson, LLC  
OHI Asset (TX) College Station, LLC  
OHI Asset (TX) Comfort, LLC  
OHI Asset (TX) Diboll, LLC  
OHI Asset (TX) Granbury, LLC  
OHI Asset (TX) Hondo, LLC  
OHI Asset (TX) Italy, LLC  
OHI Asset (TX) Winnsboro, LLC  
OHI Asset (TX), LLC  
OHI Asset (UT) Ogden, LLC  
OHI Asset (UT) Provo, LLC  
OHI Asset (UT) Roy, LLC  
OHI Asset (VA) Charlottesville, LLC  
OHI Asset (VA) Farmville, LLC  
OHI Asset (VA) Hillsville, LLC  
OHI Asset (VA) Rocky Mount, LLC

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OHI Asset (WA) Battle Ground, LLC  
OHI Asset (WV) Danville, LLC  
OHI Asset (WV) Ivydale, LLC  
OHI Asset CHG ALF, LLC  
OHI Asset CSB LLC  
OHI Asset CSE-E Subsidiary, LLC  
OHI Asset CSE-E, LLC  
OHI Asset CSE-U Subsidiary, LLC  
OHI Asset CSE-U, LLC  
OHI Asset HUD CFG, LLC  
OHI Asset HUD Delta, LLC  
OHI Asset HUD H-F, LLC  
OHI Asset HUD SF CA, LLC  
OHI Asset HUD SF, LLC  
OHI Asset HUD WO, LLC  
OHI Asset II (CA), LLC  
OHI Asset II (FL), LLC  
OHI Asset II (PA), LP  
OHI Asset III (PA), LP  
OHI Asset IV (PA) Silver Lake, LP  
OHI Asset Management, LLC  
OHI Asset RO PMM Services, LLC  
OHI Asset RO, LLC  
OHI Asset, LLC  
OHI Healthcare Properties Holdco, Inc.  
OHI Healthcare Properties Limited Partnership  
OHI Mezz Lender, LLC  
OHI Tennessee, LLC  
OHIMA, LLC  
Ohio Aviv Three, L.L.C.  
Ohio Aviv Two, L.L.C.  
Ohio Aviv, L.L.C.  
Ohio Indiana Property, L.L.C.  
Ohio Pennsylvania Property, L.L.C.  
Oklahoma Two Property, L.L.C.  
Oklahoma Warr Wind, L.L.C.  
Omaha Associates, L.L.C.  
Omega TRS I, Inc.  
Orange ALF Property, L.L.C.  
Orange Village Care Center, LLC  
Orange, L.L.C.  
Oregon Associates, L.L.C.  
Oso Avenue Property, L.L.C.  
Ostrom Avenue Property, L.L.C.  
Palm Valley Senior Care, LLC  
Panama City Nursing Center LLC  
Pavillion North Partners, LLC  
Pavillion North, LLP  
Pavillion Nursing Center North, LLC  
Peabody Associates Two, L.L.C.  
Peabody Associates, L.L.C.  
Pennington Road Property, L.L.C.  
Pensacola Real Estate Holdings I, LLC  
Pensacola Real Estate Holdings II, LLC

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Pensacola Real Estate Holdings III, LLC  
Pensacola Real Estate Holdings IV, LLC  
Pensacola Real Estate Holdings V, LLC  
Pocatello Idaho Property, L.L.C.  
Pomona Vista L.L.C.  
Prescott Arkansas, L.L.C.  
PV Realty-Willow Tree, LLC  
Raton Property Limited Company  
Ravenna Ohio Property, L.L.C.  
Red Rocks, L.L.C.  
Richland Washington, L.L.C.  
Ridgecrest Senior Care, LLC  
Riverside Nursing Home Associates Two, L.L.C.  
Riverside Nursing Home Associates, L.L.C.  
Rockingham Drive Property, L.L.C.  
Rose Baldwin Park Property L.L.C.  
S.C. Portfolio Property, L.L.C.  
Salem Associates, L.L.C.  
San Juan NH Property, LLC  
Sandalwood Arkansas Property, L.L.C.  
Santa Ana-Bartlett, L.L.C.  
Santa Fe Missouri Associates, L.L.C.  
Savoy/Bonham Venture, L.L.C.  
Searcy Aviv, L.L.C.  
Sedgwick Properties, L.L.C.  
Seguin Texas Property, L.L.C.  
Sierra Ponds Property, L.L.C.  
Skyler Boyington, LLC  
Skyler Florida, LLC  
Skyler Maitland LLC  
Skyler Pensacola, LLC  
Skyview Associates, L.L.C.  
Southeast Missouri Property, L.L.C.  
Southern California Nevada, L.L.C.  
St. Joseph Missouri Property, L.L.C.  
St. Mary's Properties, LLC  
Star City Arkansas, L.L.C.  
Stephenville Texas Property, L.L.C.  
Sterling Acquisition, LLC  
Stevens Avenue Property, L.L.C.  
Sun-Mesa Properties, L.L.C.  
Suwanee, LLC  
Texas Fifteen Property, L.L.C.  
Texas Four Property, L.L.C.  
Texas Lessor – Stonegate GP, LLC  
Texas Lessor – Stonegate, Limited, LLC  
Texas Lessor – Stonegate, LP  
Texhoma Avenue Property, L.L.C.  
The Suburban Pavilion, LLC  
Tujunga, L.L.C.  
Tulare County Property, L.L.C.  
VRB Aviv, L.L.C.  
Washington Idaho Property, L.L.C.  
Washington Lessor – Silverdale, LLC

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Washington-Oregon Associates, L.L.C.  
Watauga Associates, L.L.C.  
Wellington Leasehold, L.L.C.  
West Pearl Street, L.L.C.  
West Yarmouth Property I, L.L.C.  
Westerville Ohio Office Property, L.L.C.  
Wheeler Healthcare Associates, L.L.C.  
Whitlock Street Property, L.L.C.  
Wilcare, LLC  
Willis Texas Aviv, L.L.C.  
Yuba Aviv, L.L.C.

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

**POWER OF ATTORNEY**

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

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on this 6th day of October, 2015.

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

**EXHIBIT LIST**

<b>Exhibit No.</b>	<b>Exhibit</b>
3.1	Amended and Restated Bylaws. (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 20, 2011)
3.2	Articles of Amendment and Restatement of Omega Healthcare Investors, Inc., as amended. (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3ASR filed on September 3, 2015)
3.3	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Ohio (Incorporated by reference to Exhibit 3.83 to the Company's Form S-4, filed with the SEC on February 24, 2006): Colonial Gardens, LLC Wilcare, LLC
3.4	Form of Operating Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Ohio (Incorporated by reference to Exhibit 3.85 to the Company's Form S-4, filed with the SEC on February 24, 2006): Colonial Gardens, LLC Wilcare, LLC
3.5	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.36 to the Company's Form S-4 filed with the SEC on August 10, 2010): CSE Albany LLC CSE Amarillo LLC CSE Augusta LLC CSE Bedford LLC CSE Cambridge LLC CSE Cambridge Realty LLC CSE Canton LLC CSE Cedar Rapids LLC CSE Chelmsford LLC CSE Chesterton LLC CSE Claremont LLC CSE Denver LLC CSE Douglas LLC CSE Elkton LLC CSE Elkton Realty LLC CSE Fort Wayne LLC CSE Frankston LLC CSE Georgetown LLC CSE Green Bay LLC CSE Hilliard LLC CSE Huntsville LLC CSE Indianapolis-Continental LLC CSE Indianapolis-Greenbriar LLC CSE Jeffersonville-Hillcrest Center LLC CSE Jeffersonville-Jennings House LLC CSE Kingsport LLC CSE Lake City LLC CSE Lake Worth LLC CSE Lakewood LLC CSE Las Vegas LLC CSE Lawrenceburg LLC CSE Lexington Park LLC CSE Lexington Park Realty LLC CSE Ligonier LLC CSE Live Oak LLC CSE Lowell LLC CSE Mobile LLC CSE Moore LLC CSE North Carolina Holdings I LLC CSE North Carolina Holdings II LLC CSE Omro LLC CSE Orange Park LLC CSE Orlando-Pinar Terrace Manor LLC CSE Orlando-Terra Vista Rehab LLC CSE Piggott LLC

CSE Pilot Point LLC  
CSE Ponca City LLC  
CSE Port St. Lucie LLC  
CSE Richmond LLC  
CSE Safford LLC  
CSE Salina LLC  
CSE Seminole LLC  
CSE Shawnee LLC  
CSE Stillwater LLC  
CSE Taylorsville LLC  
CSE Texas City LLC  
CSE Upland LLC  
CSE Winter Haven LLC  
CSE Yorktown LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.6	Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.37 to the Company's Form S-4 filed with the SEC on August 10, 2010): CSE Albany LLC CSE Amarillo LLC CSE Augusta LLC CSE Bedford LLC CSE Cambridge Realty LLC CSE Canton LLC CSE Cedar Rapids LLC CSE Chelmsford LLC CSE Chesterton LLC CSE Claremont LLC CSE Denver LLC CSE Douglas LLC CSE Elkton Realty LLC CSE Fort Wayne LLC CSE Frankston LLC CSE Georgetown LLC CSE Green Bay LLC CSE Hilliard LLC CSE Huntsville LLC CSE Indianapolis-Continental LLC CSE Indianapolis-Greenbriar LLC CSE Jeffersonville-Hillcrest Center LLC CSE Jeffersonville-Jennings House LLC CSE Kingsport LLC CSE Lake City LLC CSE Lake Worth LLC CSE Lakewood LLC CSE Las Vegas LLC CSE Lawrenceburg LLC CSE Lexington Park Realty LLC CSE Ligonier LLC CSE Live Oak LLC CSE Lowell LLC CSE Mobile LLC CSE Moore LLC CSE North Carolina Holdings I LLC CSE North Carolina Holdings II LLC CSE Omro LLC CSE Orange Park LLC CSE Orlando-Pinar Terrace Manor LLC CSE Orlando-Terra Vista Rehab LLC CSE Piggott LLC CSE Pilot Point LLC CSE Ponca City LLC CSE Port St. Lucie LLC CSE Richmond LLC CSE Safford LLC CSE Salina LLC CSE Seminole LLC CSE Shawnee LLC CSE Stillwater LLC CSE Taylorsville LLC CSE Texas City LLC CSE Upland LLC CSE Winter Haven LLC CSE Yorktown LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.7	Second Amended and Restated Limited Liability Company Agreement of CSE Cambridge LLC (Incorporated by reference to Exhibit 3.38 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.8	Second Amended and Restated Limited Liability Company Agreement of CSE Elkton LLC (Incorporated by reference to Exhibit 3.39 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.9	Second Amended and Restated Limited Liability Company Agreement of CSE Lexington Park LLC (Incorporated by reference to Exhibit 3.40 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.10	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.41 to the Company's Form S-4 filed with the SEC on August 10, 2010): CSE Blountville LLC CSE Bolivar LLC CSE Camden LLC CSE Denver Iliff LLC CSE Fairhaven LLC CSE Huntingdon LLC CSE Jefferson City LLC CSE Memphis LLC CSE Ripley LLC CSE Texarkana LLC CSE West Point LLC CSE Whitehouse LLC
3.11	Certificate of Formation of Carnegie Gardens LLC (Incorporated by reference to Exhibit 3.42 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.12	Certificate of Formation of CSE Marianna Holdings LLC (Incorporated by reference to Exhibit 3.43 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.13	Certificate of Formation of Panama City Nursing Center LLC (Incorporated by reference to Exhibit 3.44 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.14	Certificate of Formation of Skyler Maitland LLC (Incorporated by reference to Exhibit 3.45 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.15	Form of Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.46 to the Company's Form S-4 filed with the SEC on August 10, 2010): Carnegie Gardens LLC CSE Blountville LLC CSE Bolivar LLC CSE Camden LLC CSE Denver Iliff LLC CSE Fairhaven LLC CSE Huntingdon LLC CSE Jefferson City LLC CSE Marianna Holdings LLC. CSE Memphis LLC CSE Ripley LLC CSE Texarkana LLC CSE West Point LLC CSE Whitehouse LLC Panama City Nursing Center LLC Skyler Maitland LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.16	Form of Certificate of Limited Partnership for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.47 to the Company's Form S-4 filed with the SEC on August 10, 2010): CSE Arden L.P. CSE King L.P. CSE Knightdale L.P. CSE Lenoir L.P. CSE Walnut Cove L.P. CSE Woodfin L.P.
3.17	Form of Second Amended and Restated Limited Partnership Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: (Incorporated by reference to Exhibit 3.48 to the Company's Form S-4 filed with the SEC on August 10, 2010) CSE Arden L.P. CSE King L.P. CSE Knightdale L.P. CSE Lenoir L.P. CSE Walnut Cove L.P. CSE Woodfin L.P.
3.18	Certificate of Formation of CSE Casablanca Holdings LLC (Incorporated by reference to Exhibit 3.49 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.19	Amended and Restated Limited Liability Company Agreement of CSE Casablanca Holdings LLC (Incorporated by reference to Exhibit 3.50 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.20	Certificate of Formation for CSE Casablanca Holdings II LLC (Incorporated by reference to Exhibit 3.51 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.21	Amended and Restated Limited Liability Company Agreement of CSE Casablanca Holdings II LLC (Incorporated by reference to Exhibit 3.52 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.22	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.55 to the Company's Form S-4 filed with the SEC on August 10, 2010): CSE Corpus North LLC CSE Jacinto City LLC CSE Kerrville LLC CSE Ripon LLC CSE Spring Branch LLC CSE The Village LLC CSE Williamsport LLC
3.23	Certificate of Formation of Desert Lane LLC (Incorporated by reference to Exhibit 3.56 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.24	Certificate of Formation of North Las Vegas LLC (Incorporated by reference to Exhibit 3.57 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.25	Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.58 to the Company's Form S-4 filed with the SEC on August 10, 2010): CSE Corpus North LLC CSE Jacinto City LLC CSE Kerrville LLC CSE Ripon LLC CSE Spring Branch LLC CSE The Village LLC CSE Williamsport LLC Desert Lane LLC North Las Vegas LLC
3.26	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland: (Incorporated by reference to Exhibit 3.50 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004) Delta Investors I, LLC Delta Investors II, LLC
3.27	Form of Operating Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland: (Incorporated by reference to Exhibit 3.51 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004) Delta Investors I, LLC Delta Investors II, LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.28	Articles of Organization of Florida Real Estate Company, LLC (Incorporated by reference to Exhibit 3.65 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.29	Second Amended and Restated Operating Agreement of Florida Real Estate Company, LLC (Incorporated by reference to Exhibit 3.66 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.30	Certificate of Formation of NRS Ventures, L.L.C. (Incorporated by reference to Exhibit 3.77 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.31	Limited Liability Company Agreement of NRS Ventures, L.L.C. (Incorporated by reference to Exhibit 3.78 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.32	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.18 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004): OHI Asset (CA), LLC OHI Asset (FL), LLC OHI Asset (ID), LLC OHI Asset (LA), LLC OHI Asset (MO), LLC OHI Asset (OH), LLC OHI Asset (TX), LLC OHI Asset, LLC
3.33	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.19 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004): OHI Asset (CA), LLC OHI Asset (FL), LLC OHI Asset (ID), LLC OHI Asset (MO), LLC OHI Asset (OH), LLC OHI Asset (TX), LLC OHI Asset, LLC
3.34	Certificate of Formation of OHI Asset (PA), LLC f/k/a OHI Asset (FL) Tarpon Springs, Pinellas Park & Gainesville, LLC (Incorporated by reference to Exhibit 3.20 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
3.35	Operating Agreement of OHI Asset (PA), LLC f/k/a OHI Asset (FL) Tarpon Springs, Pinellas Park & Gainesville, LLC (Incorporated by reference to Exhibit 3.21 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
3.36	Certificate of Formation of OHI Asset (OH) Lender, LLC (Incorporated by reference to Exhibit 3.37 to the Company's Form S-4 filed with the SEC on April 16, 2015)
3.37	Operating Agreement of OHI Asset (OH) Lender, LLC (Incorporated by reference to Exhibit 3.38 to the Company's Form S-4 filed with the SEC on April 16, 2015)
3.38	Amended and Restated Limited Liability Company Agreement of OHI Asset (LA), LLC (Incorporated by reference to Exhibit 3.90A to the Company's Form S-4 filed with the SEC on March 4, 2011)
3.39	Certificate of Formation of OHI Asset (CO), LLC (Incorporated by reference to Exhibit 3.91 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.40	Limited Liability Company Agreement of OHI Asset (CO), LLC (Incorporated by reference to Exhibit 3.92 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.41	Certificate of Formation of OHI Asset (CT) Lender, LLC (Incorporated by reference to Exhibit 3.71 to the Company's Form S-4 filed with the SEC on February 24, 2006)
3.42	Limited Liability Company Agreement of OHI Asset (CT) Lender, LLC (Incorporated by reference to Exhibit 3.72 to the Company's Form S-4 filed with the SEC on February 24, 2006)
3.43	Certificate of Formation of OHI Asset (IL), LLC (Incorporated by reference to Exhibit 3.95 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.44	Limited Liability Company Agreement of OHI Asset (IL), LLC (Incorporated by reference to Exhibit 3.96 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.45	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors formed in the state of Delaware (Incorporated by reference to Exhibit 3.101 to the Company's Form S-4 filed with the SEC on August 10, 2010): OHI Asset CSB LLC OHI Asset CSE-E, LLC OHI Asset CSE-U, LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.46	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors formed in the state of Delaware (Incorporated by reference to Exhibit 3.102 to the Company's Form S-4 filed with the SEC on August 10, 2010): OHI Asset CSB LLC OHI Asset CSE-E, LLC OHI Asset CSE-U, LLC
3.47	Certificate of Formation of OHI Asset II (CA), LLC (Incorporated by reference to Exhibit 3.105 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.48	Limited Liability Company Agreement of OHI Asset II (CA), LLC (Incorporated by reference to Exhibit 3.106 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.49	Certificate of Formation of OHI Asset II (FL), LLC (Incorporated by reference to Exhibit 3.107 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.50	Limited Liability Company Agreement of OHI Asset II (FL), LLC (Incorporated by reference to Exhibit 3.108 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.51	Articles of Incorporation of Omega TRS I, Inc. (Incorporated by reference to Exhibit 3.123 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.52	Bylaws of Omega TRS I, Inc. (Incorporated by reference to Exhibit 3.57 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on July 26, 2004)
3.53	Certificate of Limited Partnership of Pavillion North, LLP (Incorporated by reference to Exhibit 3.127 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.54	Partnership Agreement of Pavillion North, LLP (Incorporated by reference to Exhibit 3.128 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.55	Certificate of Formation of Greenbough LLC (Incorporated by reference to Exhibit 3.131 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.56	Certificate of Formation of LAD I Real Estate Company, LLC (Incorporated by reference to Exhibit 3.132 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.57	Certificate of Formation of Suwanee, LLC (Incorporated by reference to Exhibit 3.133 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.58	Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.134 to the Company's Form S-4 filed with the SEC on August 10, 2010): Greenbough LLC LAD I Real Estate Company, LLC Suwanee, LLC
3.59	Certificate of Limited Partnership of Texas Lessor – Stonegate, LP (Incorporated by reference to Exhibit 3.135 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.60	Limited Partnership Agreement of Texas Lessor – Stonegate, LP (Incorporated by reference to Exhibit 3.28 to the Company's Form S-4 filed with the SEC on August 10, 2010)
3.61	Certificate of Formation of OHI Asset (MI), LLC (Incorporated by reference to Exhibit 3.136 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on October 13, 2010)
3.62	Limited Liability Company Agreement of OHI Asset (MI), LLC (Incorporated by reference to Exhibit 3.137 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on October 13, 2010)
3.63	Certificate of Formation of OHI Asset (FL) Lender, LLC (Incorporated by reference to Exhibit 3.138 to the Company's Form S-4 filed with the SEC on March 4, 2011)
3.64	Limited Liability Company Agreement of OHI Asset (FL) Lender, LLC (Incorporated by reference to Exhibit 3.139 to the Company's Form S-4 filed with the SEC on March 4, 2011)
3.65	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.140 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012): CFG 2115 Woodstock Place LLC OHI Asset HUD CFG, LLC OHI Asset HUD SF, LLC OHI Asset (IN) Greensburg, LLC OHI Asset (IN) Indianapolis, LLC OHI Asset (IN) Wabash, LLC OHI Asset (IN) Westfield, LLC

<b>Exhibit No.</b>	<b>Exhibit</b>
3.66	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.141 the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012): OHI Asset HUD CFG, LLC OHI Asset HUD SF, LLC OHI Asset (IN) Greensburg, LLC OHI Asset (IN) Indianapolis, LLC OHI Asset (IN) Wabash, LLC OHI Asset (IN) Westfield, LLC
3.67	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Michigan (Incorporated by reference to Exhibit 3.142 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012): 1200 Ely Street Holdings Co. LLC 42235 County Road Holdings Co. LLC
3.68	Limited Liability Company Agreement of 1200 Ely Street Holdings Co. LLC (Incorporated by reference to Exhibit 3.143 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
3.69	Limited Liability Company Agreement of 42235 County Road Holdings Co. LLC (Incorporated by reference to Exhibit 3.144 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012)
3.70	Articles of Organization of 2425 Teller Avenue, LLC (Incorporated by reference to Exhibit 3.145 to the Company's Amendment 1 to Form S-4 filed with the SEC on August 10, 2012)
3.71	Amended and Restated Operating Agreement of 2425 Teller Avenue, LLC (Incorporated by reference to Exhibit 3.146 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012)
3.72	Articles of Organization of 48 High Point Road, LLC (Incorporated by reference to Exhibit 3.147 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012)
3.73	Amended and Restated Operating Agreement of 48 High Point Road, LLC (Incorporated by reference to Exhibit 3.148 to the Company's Amendment No. 1 to Form S-4 filed with the SEC on August 10, 2012)
3.74	Amended and Restated Articles of Organization of Encanto Senior Care, LLC (Incorporated by reference to Exhibit 3.149 to the Company's Form S-4 filed with the SEC on August 11, 2014)
3.75	Amended and Restated Operating Agreement of Encanto Senior Care, LLC ((Incorporated by reference to Exhibit 3.150 to the Company's Form S-4 filed with the SEC on August 11, 2014)
3.76	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state California (Incorporated by reference to Exhibit 3.151 to the Company's Form S-4 filed with the SEC on August 11, 2014): 13922 Cerise Avenue, LLC 245 East Wilshire Avenue, LLC 3806 Clayton Road, LLC 523 Hayes Lane, LLC 637 East Romie Lane, LLC
3.77	Form of Amended and Restated Operating Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of California (Incorporated by reference to Exhibit 3.152 to the Company's Form S-4 filed with the SEC on August 11, 2014): 13922 Cerise Avenue, LLC 245 East Wilshire Avenue, LLC 3806 Clayton Road, LLC 523 Hayes Lane, LLC 637 East Romie Lane, LLC
3.78	Certificate of Formation of CSE Pine View LLC (Incorporated by reference to Exhibit 3.153 to the Company's Form S-4 filed with the SEC on August 11, 2014)

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.79	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.154 to the Company's Form S-4 filed with the SEC on August 11, 2014): OHI Asset (AR) Ash Flat, LLC OHI Asset (AR) Camden, LLC OHI Asset (AR) Conway, LLC OHI Asset (AR) Des Arc, LLC OHI Asset (AR) Hot Springs, LLC OHI Asset (AR) Malvern, LLC OHI Asset (AR) Mena, LLC OHI Asset (AR) Pocahontas, LLC OHI Asset (AR) Sheridan, LLC OHI Asset (AR) Walnut Ridge, LLC OHI Asset (FL) Lake Placid, LLC OHI Asset (IN) American Village, LLC OHI Asset (IN) Anderson, LLC OHI Asset (IN) Beech Grove, LLC OHI Asset (IN) Clarksville, LLC OHI Asset (IN) Clinton, LLC OHI Asset (IN) Crown Point, LLC OHI Asset (IN) Eagle Valley, LLC OHI Asset (IN) Elkhart, LLC OHI Asset (IN) Forest Creek, LLC OHI Asset (IN) Fort Wayne, LLC OHI Asset (IN) Franklin, LLC OHI Asset (IN) Jasper, LLC OHI Asset (IN) Kokomo, LLC OHI Asset (IN) Lafayette, LLC OHI Asset (IN) Madison, LLC OHI Asset (IN) Monticello, LLC OHI Asset (IN) Noblesville, LLC OHI Asset (IN) Rosewalk, LLC OHI Asset (IN) Salem, LLC OHI Asset (IN) Seymour, LLC OHI Asset (IN) Spring Mill, LLC OHI Asset (IN) Terre Haute, LLC OHI Asset (IN) Zionsville, LLC OHI Asset (MD), LLC OHI Asset (MI) Heather Hills, LLC OHI Asset (TX) Hondo, LLC OHI Asset HUD Delta, LLC OHI Asset HUD SF CA, LLC OHI Asset HUD WO, LLC OHI Asset RO, LLC OHI Mezz Lender, LLC
3.80	Certificate of Formation of OHI Asset (AZ) Austin House, LLC (Incorporated by reference to Exhibit 3.155 to the Company's Form S-4 filed with the SEC on August 11, 2014)
3.81	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.156 to the Company's Form S-4 filed with the SEC on August 11, 2014): OHI Asset RO PMM Services, LLC OHI Asset (GA) Macon, LLC OHI Asset (SC) Greenville, LLC OHI Asset (SC) Orangeburg, LLC OHI Asset (WV) Danville, LLC OHI Asset (WV) Ivydale, LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.82	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.157 to the Company's Form S-4 filed with the SEC on August 11, 2014): OHI Asset (GA) Moultrie, LLC OHI Asset (GA) Snellville, LLC OHI Asset (ID) Holly, LLC OHI Asset (ID) Midland, LLC OHI Asset (IN) Connersville, LLC OHI Asset (MS) Byhalia, LLC OHI Asset (MS) Cleveland, LLC OHI Asset (MS) Clinton, LLC OHI Asset (MS) Columbia, LLC OHI Asset (MS) Corinth, LLC OHI Asset (MS) Greenwood, LLC OHI Asset (MS) Grenada, LLC OHI Asset (MS) Holly Springs, LLC OHI Asset (MS) Indianola, LLC OHI Asset (MS) Natchez, LLC OHI Asset (MS) Picayune, LLC OHI Asset (MS) Vicksburg, LLC OHI Asset (MS) Yazoo City, LLC OHI Asset (NC) Wadesboro, LLC OHI Asset (OR) Portland, LLC OHI Asset (SC) Aiken, LLC OHI Asset (SC) Anderson, LLC OHI Asset (SC) Easley Anne, LLC OHI Asset (SC) Easley Crestview, LLC OHI Asset (SC) Edgefield, LLC OHI Asset (SC) Greenville Griffith, LLC OHI Asset (SC) Greenville Laurens, LLC OHI Asset (SC) Greenville North, LLC OHI Asset (SC) Greer, LLC OHI Asset (SC) Marietta, LLC OHI Asset (SC) McCormick, LLC OHI Asset (SC) Pickens East Cedar, LLC OHI Asset (SC) Pickens Rosemond, LLC OHI Asset (SC) Piedmont, LLC OHI Asset (SC) Simpsonville SE Main, LLC OHI Asset (SC) Simpsonville West Broad, LLC OHI Asset (SC) Simpsonville West Curtis, LLC OHI Asset (TN) Bartlett, LLC OHI Asset (TN) Collierville, LLC OHI Asset (TN) Memphis, LLC OHI Asset (TX) Anderson, LLC OHI Asset (TX) Bryan, LLC OHI Asset (TX) Burleson, LLC OHI Asset (TX) College Station, LLC OHI Asset (TX) Comfort, LLC OHI Asset (TX) Diboll, LLC OHI Asset (TX) Granbury, LLC OHI Asset (TX) Italy, LLC OHI Asset (TX) Winnsboro, LLC OHI Asset (UT) Ogden, LLC OHI Asset (UT) Provo, LLC OHI Asset (UT) Roy, LLC OHI Asset (VA) Charlottesville, LLC OHI Asset (VA) Farmville, LLC OHI Asset (VA) Hillsville, LLC OHI Asset (VA) Rocky Mount, LLC OHI Asset (WA) Battle Ground, LLC
3.83	Amended and Restated Limited Liability Company Agreement of CSE Pine View LLC (Incorporated by reference to Exhibit 3.158 to the Company's Form S-4 filed with the SEC on August 11, 2014)



<b>Exhibit No.</b>	<b>Exhibit</b>
3.84	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.159 to the Company's Form S-4 filed with the SEC on August 11, 2014): OHI Asset (AR) Ash Flat, LLC OHI Asset (AR) Camden, LLC OHI Asset (AR) Conway, LLC OHI Asset (AR) Des Arc, LLC OHI Asset (AR) Hot Springs, LLC OHI Asset (AR) Malvern, LLC OHI Asset (AR) Mena, LLC OHI Asset (AR) Pocahontas, LLC OHI Asset (AR) Sheridan, LLC OHI Asset (AR) Walnut Ridge, LLC OHI Asset (AZ) Austin House, LLC OHI Asset (FL) Lake Placid, LLC OHI Asset (GA) Macon, LLC OHI Asset (GA) Moultrie, LLC OHI Asset (GA) Snellville, LLC OHI Asset (ID) Holly, LLC OHI Asset (ID) Midland, LLC OHI Asset (IN) American Village, LLC OHI Asset (IN) Anderson, LLC OHI Asset (IN) Beech Grove, LLC OHI Asset (IN) Clarksville, LLC OHI Asset (IN) Clinton, LLC OHI Asset (IN) Connersville, LLC OHI Asset (IN) Crown Point, LLC OHI Asset (IN) Eagle Valley, LLC OHI Asset (IN) Elkhart, LLC OHI Asset (IN) Forest Creek, LLC OHI Asset (IN) Fort Wayne, LLC OHI Asset (IN) Franklin, LLC OHI Asset (IN) Jasper, LLC OHI Asset (IN) Kokomo, LLC OHI Asset (IN) Lafayette, LLC OHI Asset (IN) Madison, LLC OHI Asset (IN) Monticello, LLC OHI Asset (IN) Noblesville, LLC OHI Asset (IN) Rosewalk, LLC OHI Asset (IN) Salem, LLC OHI Asset (IN) Seymour, LLC OHI Asset (IN) Spring Mill, LLC OHI Asset (IN) Terre Haute, LLC OHI Asset (IN) Zionsville, LLC OHI Asset (MD), LLC OHI Asset (MI) Heather Hills, LLC OHI Asset (MS) Byhalia, LLC OHI Asset (MS) Cleveland, LLC OHI Asset (MS) Clinton, LLC OHI Asset (MS) Columbia, LLC OHI Asset (MS) Corinth, LLC OHI Asset (MS) Greenwood, LLC OHI Asset (MS) Grenada, LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
	OHI Asset (MS) Holly Springs, LLC
	OHI Asset (MS) Indianola, LLC
	OHI Asset (MS) Natchez, LLC
	OHI Asset (MS) Picayune, LLC
	OHI Asset (MS) Vicksburg, LLC
	OHI Asset (MS) Yazoo City, LLC
	OHI Asset (NC) Wadesboro, LLC
	OHI Asset (OR) Portland, LLC
	OHI Asset (SC) Aiken, LLC
	OHI Asset (SC) Anderson, LLC
	OHI Asset (SC) Easley Anne, LLC
	OHI Asset (SC) Easley Crestview, LLC
	OHI Asset (SC) Edgefield, LLC
	OHI Asset (SC) Greenville Griffith, LLC
	OHI Asset (SC) Greenville Laurens, LLC
	OHI Asset (SC) Greenville North, LLC
	OHI Asset (SC) Greenville, LLC
	OHI Asset (SC) Greer, LLC
	OHI Asset (SC) Marietta, LLC
	OHI Asset (SC) McCormick, LLC
	OHI Asset (SC) Orangeburg, LLC
	OHI Asset (SC) Pickens East Cedar, LLC
	OHI Asset (SC) Pickens Rosemond, LLC
	OHI Asset (SC) Piedmont, LLC
	OHI Asset (SC) Simpsonville SE Main, LLC
	OHI Asset (SC) Simpsonville West Broad, LLC
	OHI Asset (SC) Simpsonville West Curtis, LLC
	OHI Asset (TN) Bartlett, LLC
	OHI Asset (TN) Collierville, LLC
	OHI Asset (TN) Memphis, LLC
	OHI Asset (TX) Anderson, LLC
	OHI Asset (TX) Bryan, LLC
	OHI Asset (TX) Burleson, LLC
	OHI Asset (TX) College Station, LLC
	OHI Asset (TX) Comfort, LLC
	OHI Asset (TX) Diboll, LLC
	OHI Asset (TX) Granbury, LLC
	OHI Asset (TX) Hondo, LLC
	OHI Asset (TX) Italy, LLC
	OHI Asset (TX) Winnsboro, LLC
	OHI Asset (UT) Ogden, LLC
	OHI Asset (UT) Provo, LLC
	OHI Asset (UT) Roy, LLC
	OHI Asset (VA) Charlottesville, LLC
	OHI Asset (VA) Farmville, LLC
	OHI Asset (VA) Hillsville, LLC
	OHI Asset (VA) Rocky Mount, LLC
	OHI Asset (WA) Battle Ground, LLC
	OHI Asset (WV) Danville, LLC
	OHI Asset (WV) Ivydale, LLC
	OHI Asset HUD Delta, LLC
	OHI Asset HUD SF CA, LLC
	OHI Asset HUD WO, LLC
	OHI Asset RO PMM Services, LLC
	OHI Asset RO, LLC
	OHI Mezz Lender, LLC
3.85	First Amendment to Amended and Restated Limited Liability Company Agreement of CFG 2115 Woodstock Place LLC (Incorporated by reference to Exhibit 3.166 to the Company's Form S-4 filed with the SEC on August 11, 2014)
3.86	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of California (Incorporated by reference to Exhibit 3.87 to the Company's Form S-4 filed with the SEC on June 15, 2015): 11900 East Artesia Boulevard, LLC 1628 B Street, LLC 2400 Parkside Drive, LLC Golden Hill Real Estate Company, LLC
3.87	Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of California (Incorporated by reference to Exhibit 3.88 to the Company's Form S-4 filed with the SEC on June 15, 2015): 11900 East Artesia Boulevard, LLC 1628 B Street, LLC 2400 Parkside Drive, LLC Golden Hill Real Estate Company, LLC

- 3.88 Articles of Formation of Bayside Colorado Healthcare Associates, LLC (Incorporated by reference to Exhibit 3.89 to the Company's Form S-4 filed with the SEC on June 15, 2015):
- 3.89 Limited Liability Company Agreement of Bayside Colorado Healthcare Associates, LLC (Incorporated by reference to Exhibit 3.90 to the Company's Form S-4 filed with the SEC on June 15, 2015)
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<b>Exhibit No.</b>	<b>Exhibit</b>
3.90	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.91 to the Company's Form S-4 filed with the SEC on June 15, 2015) Bayside Street II, LLC OHI Asset (TN) Jefferson City, LLC OHI Asset CHG ALF, LLC 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 OHI Asset Management, LLC OHI Asset (TN) Rogersville, LLC OHI Asset CSE-E Subsidiary, LLC OHI Asset CSE-U Subsidiary, LLC OHI Asset (FL) Lutz, LLC
3.91	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.92 to the Company's Form S-4 filed with the SEC on June 15, 2015): Bayside Street II, LLC OHI Asset (TN) Jefferson City, LLC OHI Asset CHG ALF, LLC 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 OHI Asset Management, LLC OHI Asset (TN) Rogersville, LLC OHI Asset CSE-E Subsidiary, LLC OHI Asset CSE-U Subsidiary, LLC OHI Asset (FL) Lutz, LLC
3.92	Articles of Organization OHI (Connecticut), LLC (Incorporated by reference to Exhibit 3.93 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.93	Limited Liability Company Agreement of OHI (Connecticut), LLC (Incorporated by reference to Exhibit 3.94 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.94	Certificate of Organization of OHI (Iowa), LLC (Incorporated by reference to Exhibit 3.95 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.95	Limited Liability Company Agreement of OHI (Iowa), LLC (Incorporated by reference to Exhibit 3.96 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.96	Articles of Organization of OHI (Indiana), LLC (Incorporated by reference to Exhibit 3.97 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.97	Limited Liability Company Agreement of OHI (Indiana), LLC (Incorporated by reference to Exhibit 3.98 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.98	Articles of Organization of OHI (Illinois), LLC (Incorporated by reference to Exhibit 3.99 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.99	Limited Liability Company Agreement of OHI (Illinois), LLC (Incorporated by reference to Exhibit 3.100 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.100	Articles of Organization of Sterling Acquisition, LLC (Incorporated by reference to Exhibit 3.101 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.101	Limited Liability Company Agreement for Sterling Acquisition, LLC (Incorporated by reference to Exhibit 3.102 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.102	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Florida (Incorporated by reference to Exhibit 3.103 to the Company's Form S-4 filed with the SEC on June 15, 2015): 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 Pensacola, LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.103	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Florida (Incorporated by reference to Exhibit 3.104 to the Company's Form S-4 filed with the SEC on June 15, 2015): 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 Pensacola, LLC
3.104	Certificate of Organization for OHIMA, LLC (Incorporated by reference to Exhibit 3.105 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.105	Limited Liability Company Agreement for OHIMA, LLC (Incorporated by reference to Exhibit 3.106 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.106	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Mississippi (Incorporated by reference to Exhibit 3.107 to the Company's Form S-4 filed with the SEC on June 15, 2015): Dixie White House Nursing Home, LLC Ocean Springs Nursing Home, LLC Skyler Boyington, LLC Skyler Florida, LLC
3.107	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Mississippi (Incorporated by reference to Exhibit 3.108 to the Company's Form S-4 filed with the SEC on June 15, 2015): Dixie White House Nursing Home, LLC Ocean Springs Nursing Home, LLC Skyler Boyington, LLC Skyler Florida, LLC
3.108	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Ohio (Incorporated by reference to Exhibit 3.109 to the Company's Form S-4 filed with the SEC on June 15, 2015): St. Mary's Properties, LLC Orange Village Care Center, LLC Meridian Arms Land, LLC Leatherman Partnership 89-2, LLC Leatherman Partnership 89-1, LLC Leatherman 90-1, LLC Hutton III Land, LLC Hutton II Land, LLC Hutton I Land, LLC Dixon Health Care Center, LLC Canton Health Care Land, LLC The Suburban Pavilion, LLC
3.109	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Ohio (Incorporated by reference to Exhibit 3.110 to the Company's Form S-4 filed with the SEC on June 15, 2015): St. Mary's Properties, LLC Orange Village Care Center, LLC Meridian Arms Land, LLC Leatherman Partnership 89-2, LLC Leatherman Partnership 89-1, LLC Leatherman 90-1, LLC Hutton III Land, LLC Hutton II Land, LLC Hutton I Land, LLC Dixon Health Care Center, LLC Canton Health Care Land, LLC The Suburban Pavilion, LLC
3.110	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Pennsylvania (Incorporated by reference to Exhibit 3.111 to the Company's Form S-4 filed with the SEC on June 15, 2015): Pavillion North Partners, LLC Pavillion Nursing Center North, LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.111	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Pennsylvania (Incorporated by reference to Exhibit 3.112 to the Company's Form S-4 filed with the SEC on June 15, 2015): Pavillion North Partners, LLC Pavillion Nursing Center North, LLC
3.112	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland (Incorporated by reference to Exhibit 3.113 to the Company's Form S-4 filed with the SEC on June 15, 2015): Bayside Street, 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 Florida Lessor – Meadowview, LLC OHI Tennessee, LLC
3.113	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland (Incorporated by reference to Exhibit 3.114 to the Company's Form S-4 filed with the SEC on June 15, 2015): Bayside Street, 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 Florida Lessor – Meadowview, LLC OHI Tennessee, LLC
3.114	Articles of Organization of PV Realty Willow-Tree, LLC (Incorporated by reference to Exhibit 3.115 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.115	Second Amended and Restated Limited Liability Company Agreement of PV Realty Willow-Tree, LLC (Incorporated by reference to Exhibit 3.116 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.116	Form of Certificate of Limited Partnership for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland (Incorporated by reference to Exhibit 3.117 to the Company's Form S-4 filed with the SEC on June 15, 2015): Bala Cynwyd Real Estate, LP OHI Asset (PA), LP OHI Asset II (PA), LP OHI Asset III (PA), LP OHI Asset IV (PA) Silver Lake, LP
3.117	Form of Limited Partnership Agreement for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Maryland (Incorporated by reference to Exhibit 3.118 to the Company's Form S-4 filed with the SEC on June 15, 2015): Bala Cynwyd Real Estate, LP OHI Asset (PA), LP OHI Asset II (PA), LP OHI Asset III (PA), LP OHI Asset IV (PA) Silver Lake, LP
3.118	Form of Certificate of Limited Partnership for each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.119 to the Company's Form S-4 filed with the SEC on June 15, 2015): CSE Centennial Village, LP CSE Pennsylvania Holdings, LP OHI Asset (PA) West Mifflin, LP
3.119	Form of Limited Partnership Agreement for Each of the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.120 to the Company's Form S-4 filed with the SEC on June 15, 2015): CSE Centennial Village, LP CSE Pennsylvania Holdings, LP OHI Asset (PA) West Mifflin, LP

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.120	Certificate of Limited Partnership of OHI Healthcare Properties Limited Partnership (Incorporated by reference to Exhibit 3.121 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.121	Second Amended and Restated Limited Partnership Agreement of OHI Healthcare Properties Limited Partnership (Incorporated by reference to Exhibit 3.122 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.122	Certificate of Incorporation of OHI Healthcare Properties Holdco, Inc. (Incorporated by reference to Exhibit 3.123 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.123	Bylaws of OHI Healthcare Properties Holdco, Inc. (Incorporated by reference to Exhibit 3.124 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.124	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.125 to the Company's Form S-4 filed with the SEC on June 15, 2015): 446 Sycamore Road, L.L.C. Albany Street Property, L.L.C. Arkansas Aviv, L.L.C. Arma Yates, L.L.C. Avery Street Property, L.L.C Aviv Financing I, L.L.C. Aviv Financing II, L.L.C. Aviv Financing III, L.L.C. Aviv Financing IV, L.L.C. Aviv Financing V, L.L.C. Aviv Foothills, L.L.C. Aviv Liberty, L.L.C. Avon Ohio, L.L.C. Belleville Illinois, L.L.C. Bellingham II Associates, L.L.C. Bethel ALF Property, L.L.C. BHG Aviv, L.L.C. Biglerville Road, L.L.C. Bonham Texas, L.L.C Bradenton ALF Property, L.L.C. Burton NH Property, L.L.C. California Aviv Two, L.L.C. California Aviv, L.L.C. Camas Associates, L.L.C. Casa/Sierra California Associates, L.L.C. Champaign Williamson Franklin, L.L.C Chardon Ohio Property Holdings, L.L.C. Chardon Ohio Property, L.L.C. Chatham Aviv, L.L.C. Clarkston Care, L.L.C. Colonial Madison Associates, L.L.C. Colville Washington Property, L.L.C. Columbus Texas Aviv, L.L.C Columbus Western Avenue, L.L.C. Commerce Sterling Hart Drive, L.L.C. Conroe Rigby Owen Road, L.L.C CR Aviv, L.L.C. Crete Plus Five Property, L.L.C. Crooked River Road, L.L.C. Cuyahoga Falls Property, L.L.C. Dallas Two Property, L.L.C. Danbury ALF Property, L.L.C. Darien ALF Property, L.L.C. Denison Texas, L.L.C.

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**Exhibit No.**

**Exhibit**

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East Rollins Street, L.L.C.  
Edgewood Drive Property, L.L.C.  
Elite Mattoon, L.L.C.  
Elite Yorkville, L.L.C.  
Falcon Four Property Holding, L.L.C.  
Falcon Four Property, L.L.C.  
Falfurrias Texas, L.L.C.  
Florida ALF Properties, L.L.C.  
Florida Four Properties, L.L.C.  
Fort Stockton Property, L.L.C.  
Four Fountains Aviv, L.L.C.  
Fredericksburg South Adams Street, L.L.C.  
Freewater Oregon, L.L.C.  
Fullerton California, L.L.C.  
Gardnerville Property, L.L.C.  
Germantown Property, L.L.C.  
Giltex Care, L.L.C.  
Glendale NH Property, L.L.C.  
Gonzales Texas Property, L.L.C.  
Great Bend Property, L.L.C.  
Greenville Kentucky Property, L.L.C.  
HHM Aviv, L.L.C.  
Hidden Acres Property, L.L.C.  
Highland Leasehold, L.L.C.  
Hot Springs Aviv, L.L.C.  
Houston Texas Aviv, L.L.C.  
Hutchinson Kansas, L.L.C.  
Illinois Missouri Properties, L.L.C.  
Iowa Lincoln County Property, L.L.C.  
Jasper Springhill Street, L.L.C.  
Kansas Five Property, L.L.C.  
Karan Associates Two, L.L.C.  
Karan Associates, L.L.C.  
Karissa Court Property, L.L.C.  
KB Northwest Associates, L.L.C.  
Kentucky NH Properties, L.L.C.  
Kingsville Texas, L.L.C.  
Louisville Dutchmans Property, L.L.C.  
Magnolia Drive Property, L.L.C.  
Manor Associates, L.L.C.  
Mansfield Aviv, L.L.C.  
Massachusetts Nursing Homes, L.L.C.  
McCarthy Street Property, L.L.C.  
Minnesota Associates, L.L.C.  
Mishawaka Property, L.L.C.  
Missouri Associates, L.L.C.  
Missouri Regency Associates, L.L.C.  
Monterey Park Leasehold Mortgage, L.L.C.  
Mount Washington Property, L.L.C.  
Mt. Vernon Texas, L.L.C.  
Murray County, L.L.C.  
Muscatine Toledo Properties, L.L.C.  
New Hope Property, L.L.C.  
Newtown ALF Property, L.L.C.  
Nicholasville Kentucky Property, L.L.C.  
North Royalton Ohio Property, L.L.C.  
Norwalk ALF Property, L.L.C.  
Oakland Nursing Homes, L.L.C.  
October Associates, L.L.C.  
Ogden Associates, L.L.C.

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<b>Exhibit No.</b>	<b>Exhibit</b>
	Ohio Aviv Three, L.L.C.
	Ohio Aviv Two, L.L.C.
	Ohio Aviv, L.L.C.
	Ohio Indiana Property, L.L.C.
	Ohio Pennsylvania Property, L.L.C.
	Oklahoma Two Property, L.L.C.
	Oklahoma Warr Wind, L.L.C.
	Omaha Associates, L.L.C.
	Orange ALF Property, L.L.C.
	Oregon Associates, L.L.C.
	Oso Avenue Property, L.L.C.
	Ostrom Avenue Property, L.L.C.
	Peabody Associates Two, L.L.C.
	Peabody Associates, L.L.C.
	Pennington Road Property, L.L.C.
	Pocatello Idaho Property, L.L.C.
	Prescott Arkansas, L.L.C.
	Ravenna Ohio Property, L.L.C.
	Richland Washington, L.L.C.
	Riverside Nursing Home Associates, L.L.C.
	Riverside Nursing Home Associates Two, L.L.C.
	Rockingham Drive Property, L.L.C.
	Salem Associates, L.L.C.
	San Juan NH Property, LLC
	Sandalwood Arkansas Property, L.L.C.
	Savoy/Bonham Venture, L.L.C.
	Searcy Aviv, L.L.C.
	Sedgwick Properties, L.L.C.
	Seguin Texas Property, L.L.C.
	S.C. Portfolio Property, L.L.C.
	Sierra Ponds Property, L.L.C.
	Skyview Associates, L.L.C.
	Southern California Nevada, L.L.C.
	Southeast Missouri Property, L.L.C.
	St. Joseph Missouri Property, L.L.C.
	Star City Arkansas, L.L.C.
	Stephenville Texas Property, L.L.C.
	Stevens Avenue Property, L.L.C.
	Texas Four Property, L.L.C.
	Texas Fifteen Property, L.L.C.
	Texhoma Avenue Property, L.L.C.
	Tujunga, L.L.C.
	Tulare County Property, L.L.C.
	VRB Aviv, L.L.C.
	Washington Idaho Property, L.L.C
	Wellington Leasehold, L.L.C
	West Pearl Street, L.L.C.
	West Yarmouth Property I, L.L.C.
	Whitlock Street Property, L.L.C.
	Willis Texas Aviv, L.L.C.
	Yuba Aviv, L.L.C.

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.125	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware (Incorporated by reference to Exhibit 3.126 to the Company's Form S-4 filed with the SEC on June 15, 2015): 446 Sycamore Road, L.L.C. Albany Street Property, L.L.C. Arkansas Aviv, L.L.C. Arma Yates, L.L.C. Avery Street Property, L.L.C. Aviv Financing I, L.L.C. Aviv Financing II, L.L.C. Aviv Financing III, L.L.C. Aviv Financing IV, L.L.C. Aviv Financing V, L.L.C. Aviv Foothills, L.L.C. Aviv Liberty, L.L.C. Avon Ohio, L.L.C. Belleville Illinois, L.L.C. Bellingham II Associates, L.L.C. Bethel ALF Property, L.L.C. BHG Aviv, L.L.C. Biglerville Road, L.L.C. Bonham Texas, L.L.C. Bradenton ALF Property, L.L.C. Burton NH Property, L.L.C. California Aviv Two, L.L.C. California Aviv, L.L.C. Camas Associates, L.L.C. Casa/Sierra California Associates, L.L.C. Champaign Williamson Franklin, L.L.C. Chardon Ohio Property Holdings, L.L.C. Chardon Ohio Property, L.L.C. Chatham Aviv, L.L.C. Clarkston Care, L.L.C. Colonial Madison Associates, L.L.C. Colville Washington Property, L.L.C. Columbus Texas Aviv, L.L.C. Columbus Western Avenue, L.L.C. Commerce Sterling Hart Drive, L.L.C. Conroe Rigby Owen Road, L.L.C. CR Aviv, L.L.C. Crete Plus Five Property, L.L.C. Crooked River Road, L.L.C. Cuyahoga Falls Property, L.L.C. Dallas Two Property, L.L.C. Danbury ALF Property, L.L.C. Darlen ALF Property, L.L.C. Denison Texas, L.L.C. East Rollins Street, L.L.C. Edgewood Drive Property, L.L.C. Elite Mattoon, L.L.C. Elite Yorkville, L.L.C. Falcon Four Property Holding, L.L.C. Falcon Four Property, L.L.C. Falfurrias Texas, L.L.C. Florida ALF Properties, L.L.C. Florida Four Properties, L.L.C. Fort Stockton Property, L.L.C. Four Fountains Aviv, L.L.C. Fredericksburg South Adams Street, L.L.C. Freewater Oregon, L.L.C. Fullerton California, L.L.C. Gardnerville Property, L.L.C. Germantown Property, L.L.C. Giltex Care, L.L.C. Glendale NH Property, L.L.C. Gonzales Texas Property, L.L.C. Great Bend Property, L.L.C. Greenville Kentucky Property, L.L.C. HHM Aviv, L.L.C.

<b>Exhibit No.</b>	<b>Exhibit</b>
	Hidden Acres Property, L.L.C.
	Highland Leasehold, L.L.C.
	Hot Springs Aviv, L.L.C.
	Houston Texas Aviv, L.L.C.
	Hutchinson Kansas, L.L.C.
	Illinois Missouri Properties, L.L.C.
	Iowa Lincoln County Property, L.L.C.
	Jasper Springhill Street, L.L.C.
	Kansas Five Property, L.L.C.
	Karan Associates Two, L.L.C.
	Karan Associates, L.L.C.
	Karissa Court Property, L.L.C.
	KB Northwest Associates, L.L.C.
	Kentucky NH Properties, L.L.C.
	Kingsville Texas, L.L.C.
	Louisville Dutchmans Property, L.L.C.
	Magnolia Drive Property, L.L.C.
	Manor Associates, L.L.C.
	Mansfield Aviv, L.L.C.
	Massachusetts Nursing Homes, L.L.C.
	McCarthy Street Property, L.L.C.
	Minnesota Associates, L.L.C.
	Mishawaka Property, L.L.C.
	Missouri Associates, L.L.C.
	Missouri Regency Associates, L.L.C.
	Monterey Park Leasehold Mortgage, L.L.C.
	Mount Washington Property, L.L.C.
	Mt. Vernon Texas, L.L.C.
	Murray County, L.L.C.
	Muscatine Toledo Properties, L.L.C.
	New Hope Property, L.L.C.
	Newtown ALF Property, L.L.C.
	Nicholasville Kentucky Property, L.L.C.
	North Royalton Ohio Property, L.L.C.
	Norwalk ALF Property, L.L.C.
	Oakland Nursing Homes, L.L.C.
	October Associates, L.L.C.
	Ogden Associates, L.L.C.
	Ohio Aviv Three, L.L.C.
	Ohio Aviv Two, L.L.C.
	Ohio Aviv, L.L.C.
	Ohio Indiana Property, L.L.C.
	Ohio Pennsylvania Property, L.L.C.
	Oklahoma Two Property, L.L.C.
	Oklahoma Warr Wind, L.L.C.
	Omaha Associates, L.L.C.
	Orange ALF Property, L.L.C.
	Oregon Associates, L.L.C.
	Oso Avenue Property, L.L.C.
	Ostrom Avenue Property, L.L.C.
	Peabody Associates Two, L.L.C.
	Peabody Associates, L.L.C.
	Pennington Road Property, L.L.C.
	Pocatello Idaho Property, L.L.C.
	Prescott Arkansas, L.L.C.
	Ravenna Ohio Property, L.L.C.
	Richland Washington, L.L.C.
	Riverside Nursing Home Associates, L.L.C.
	Riverside Nursing Home Associates Two, L.L.C.
	Rockingham Drive Property, L.L.C.

<b>Exhibit No.</b>	<b>Exhibit</b>
	Salem Associates, L.L.C. San Juan NH Property, LLC Sandalwood Arkansas Property, L.L.C. Savoy/Bonham Venture, L.L.C. Searcy Aviv, L.L.C. Sedgwick Properties, L.L.C. Seguin Texas Property, L.L.C. S.C. Portfolio Property, L.L.C. Sierra Ponds Property, L.L.C. Skyview Associates, L.L.C. Southern California Nevada, L.L.C. Southeast Missouri Property, L.L.C. St. Joseph Missouri Property, L.L.C. Star City Arkansas, L.L.C. Stephenville Texas Property, L.L.C. Stevens Avenue Property, L.L.C. Texas Four Property, L.L.C. Texas Fifteen Property, L.L.C. Texhoma Avenue Property, L.L.C. Tujunga, L.L.C. Tulare County Property, L.L.C. VRB Aviv, L.L.C. Washington Idaho Property, L.L.C Wellington Leasehold, L.L.C West Pearl Street, L.L.C. West Yarmouth Property I, L.L.C. Whitlock Street Property, L.L.C. Willis Texas Aviv, L.L.C. Yuba Aviv, L.L.C.
3.126	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of New Mexico (Incorporated by reference to Exhibit 3.127 to the Company's Form S-4 filed with the SEC on June 15, 2015): Alamorgo Aviv, L.L.C. Clayton Associates, L.L.C N.M. Bloomfield Three Plus One Limited Company N.M. Espanola Three Plus One Limited Company N.M. Lordsburg Three Plus One Limited Company N.M. Silver City Three Plus One Limited Company Raton Property Limited Company
3.127	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc., formed in the state of New Mexico (Incorporated by reference to Exhibit 3.128 to the Company's Form S-4 filed with the SEC on June 15, 2015): Alamorgo Aviv, L.L.C. Clayton Associates, L.L.C N.M. Bloomfield Three Plus One Limited Company N.M. Espanola Three Plus One Limited Company N.M. Lordsburg Three Plus One Limited Company N.M. Silver City Three Plus One Limited Company Raton Property Limited Company
3.128	Form of Articles of Organization for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Illinois (Incorporated by reference to Exhibit 3.129 to the Company's Form S-4 filed with the SEC on June 15, 2015): Chippewa Valley, L.L.C. Commerce Nursing Homes, L.L.C. Effingham Associates, L.L.C. Heritage Monterey Associates, L.L.C. Hobbs Associates, L.L.C. Idaho Associates, L.L.C. Montana Associates, L.L.C. Orange, L.L.C. Pomona Vista L.L.C. Red Rocks, L.L.C. Rose Baldwin Park Property L.L.C. Santa Ana-Bartlett, L.L.C. Santa Fe Missouri Associates, L.L.C. Sun-Mesa Properties, L.L.C. Washington-Oregon Associates, L.L.C. Watauga Associates, L.L.C.

<b>Exhibit No.</b>	<b>Exhibit</b>
3.129	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Illinois (Incorporated by reference to Exhibit 3.130 to the Company's Form S-4 filed with the SEC on June 15, 2015): Chippewa Valley, L.L.C. Commerce Nursing Homes, L.L.C. Effingham Associates, L.L.C. Heritage Monterey Associates, L.L.C. Hobbs Associates, L.L.C. Idaho Associates, L.L.C. Montana Associates, L.L.C. Orange, L.L.C. Pomona Vista L.L.C. Red Rocks, L.L.C. Rose Baldwin Park Property L.L.C. Santa Ana-Bartlett, L.L.C. Santa Fe Missouri Associates, L.L.C. Sun-Mesa Properties, L.L.C. Washington-Oregon Associates, L.L.C. Watauga Associates, L.L.C.
3.130	Articles of Organization of Wheeler Healthcare Associates, L.L.C. (Incorporated by reference to Exhibit 3.131 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.131	Articles of Amendment of Wheeler Healthcare Associates, L.L.C. (Incorporated by reference to Exhibit 3.132 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.132	Amended and Restated Operating Agreement of Wheeler Healthcare Associates, L.L.C. (Incorporated by reference to Exhibit 3.133 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.133	Certificate of Incorporation of Aviv Healthcare Capital Corporation (Incorporated by reference to Exhibit 3.134 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.134	Bylaws of Aviv Healthcare Capital Corporation (Incorporated by reference to Exhibit 3.135 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.135	Certificate of Limited Partnership of Aviv Healthcare Properties Operating Partnership I, L.P. (Incorporated by reference to Exhibit 3.136 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.136	Amended and Restated Limited Partnership Agreement of Aviv Healthcare Properties Operating Partnership I, L.P. (Incorporated by reference to Exhibit 3.137 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.137	Certificate of Formation of Aviv Asset Management, L.L.C. (Incorporated by reference to Exhibit 3.138 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.138	Second Amended and Restated Operating Agreement of Aviv Asset Management, L.L.C. (Incorporated by reference to Exhibit 3.139 to the Company's Form S-4 filed with the SEC on June 15, 2015)
3.139	Articles of Organization of 3232 Artesia Real Estate, LLC †
3.140	Second Amended and Restated Operating Agreement of 3232 Artesia Real Estate, LLC †
3.141	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: † CHR Bartow LLC CHR Boca Raton LLC CHR Bradenton LLC CHR Cape Coral LLC CHR Fort Myers LLC CHR Fort Walton Beach LLC CHR Lake Wales LLC CHR Lakeland LLC CHR Pompano Beach Broward LLC CHR Pompano Beach LLC CHR Sanford LLC CHR Spring Hill LLC CHR St. Pete Bay LLC CHR St. Pete Egret LLC CHR Tampa Carrollwood LLC CHR Tampa LLC CHR Tarpon Springs LLC CHR Titusville LLC

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<b>Exhibit No.</b>	<b>Exhibit</b>
3.142	Form of Second Amended and Restated Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: † CHR Bartow LLC CHR Boca Raton LLC CHR Bradenton LLC CHR Cape Coral LLC CHR Fort Myers LLC CHR Fort Walton Beach LLC CHR Lake Wales LLC CHR Lakeland LLC CHR Pompano Beach Broward LLC CHR Pompano Beach LLC CHR Sanford LLC CHR Spring Hill LLC CHR St. Pete Bay LLC CHR St. Pete Egret LLC CHR Tampa Carrollwood LLC CHR Tampa LLC CHR Tarpon Springs LLC CHR Titusville LLC
3.143	Form of Certificate of Formation for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: † OHI Asset (GA) Dunwoody, LLC OHI Asset (GA) Roswell, LLC OHI Asset (LA) Baton Rouge, LLC OHI Asset (NY) 2nd Avenue, LLC OHI Asset (NY) 93rd Street, LLC
3.144	Form of Limited Liability Company Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Delaware: † OHI Asset (GA) Dunwoody, LLC OHI Asset (GA) Roswell, LLC OHI Asset (LA) Baton Rouge, LLC OHI Asset (NY) 2nd Avenue, LLC OHI Asset (NY) 93rd Street, LLC
3.145	Articles of Organization of G&L Gardens, LLC, as amended and restated †
3.146	Form of Second Amended and Restated Operating Agreement for the following subsidiaries of Omega Healthcare Investors, Inc. formed in the state of Arizona: † G&L Gardens, LLC Palm Valley Senior Care, LLC
3.147	Articles of Organization of Palm Valley Senior Care, LLC, as amended and restated †
3.148	Articles of Organization of Ridgecrest Senior Care, LLC, as amended and restated †
3.149	Second Amended and Restated Operating Agreement of Ridgecrest Senior Care, LLC †
3.150	Certificate of Formation of OHI Asset HUD H-F, LLC †
3.151	Limited Liability Company Agreement of OHI Asset HUD H-F, LLC †
3.152	Certificate of Formation of Westerville Ohio Office Property, L.L.C. †
3.153	Limited Liability Company Agreement of Westerville Ohio Office Property, L.L.C. †

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<b>Exhibit No.</b>	<b>Exhibit</b>
4.1	Indenture, dated as of March 18, 2015, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, related to the 4.500% Senior Notes due 2027, including the Form of 4.500% Senior Notes and Form of Subsidiary Guarantee related thereto (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on March 24, 2015)
4.1A	First Supplemental Indenture, dated as of April 1, 2015, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, related to the 4.500% Senior Notes due 2027, including the Form of 4.500% Senior Notes and Form of Subsidiary Guarantee related thereto (Incorporated by reference to Exhibit 4.5A to the Company's Quarterly Report on Form 10-Q, filed on May 8, 2015)
4.2A	Second Supplemental Indenture, dated as of August 4, 2015, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee, related to the 4.500% Senior Notes due 2027, including the Form of 4.500% Senior Notes and Form of Subsidiary Guarantee related thereto†
5.1	Opinion of Bryan Cave LLP†
5.2	Opinion of Robinson & Cole LLP†
5.3	Opinion of Akerman LLP†
5.4	Opinion of Ice Miller LLP†
5.5	Opinion of Baudino Law Group, PLC†
5.6	Opinion of Wyatt, Tarrant & Combs, LLP†
5.7	Opinion of Partridge, Snow & Hahn LLP †
5.8	Opinion of Miller, Johnson, Snell & Cumiskey, P.L.C.†
5.9	Opinion of Butler Snow, LLP†
5.10	Opinion of Jones & Smith Law Firm, LLC†
5.11	Opinion of Dinsmore & Shohl LLP†
5.12	Opinion of Montgomery, McCracken, Walker & Rhoads, LLP†
8.1	Opinion of Bryan Cave LLP regarding certain tax matters†
12.1	Ratio of Earnings to Fixed Charges (Incorporated by reference to Exhibit 12.1 to the Company's Registration Statement on Form S-3ASR, filed on September 3, 2015)
21	Subsidiaries of Omega Healthcare Investors, Inc.†
23.1	Consent of Ernst & Young LLP with respect to the audited financial statements of Omega Healthcare Investors, Inc.†
23.2	Consent of Ernst & Young LLP with respect to the audited financial statements of Aviv REIT, Inc. and Aviv Healthcare Properties Limited Partnership†
23.3	Consent of Bryan Cave LLP (included in Exhibit 5.1)
24	Power of Attorney (included on Signature Page)
25	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank National Association†
99.1	Form of Letter of Transmittal relating to 4.500% Senior Notes due 2027†
99.2	Form of Notice of Guaranteed Delivery†
99.3	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees†
99.4	Form of Letter to Clients†

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† Filed herewith.



State of California  
Kevin Shelley  
Secretary of State

LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION

A \$70.00 filing fee must accompany this form.  
IMPORTANT – Read instructions before completing this form.

File# 200414110001

FILED  
in the office of the Secretary of State  
of the State of California

MAY 19 2004

/s/ Kevin Shelley  
KEVIN SHELLEY, SECRETARY OF STATE

This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

3232 Artesia Real Estate, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:

Lawrence E. Feigen

which is

an individual residing in California. Proceed to item 4.

a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:

Address: 9200 Sunset Boulevard, Suite 1100

City: West Hollywood State: CA

Zip Code: 90069

5. The limited liability company will be managed by: (check one)

one manager  more than one manager  single member limited liability company  all limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

None

8. Type of business of the limited liability company. (For informational purposes only)

Real Estate Investment

9. **DECLARATION:** It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

/s/ David F. Tilles

Signature of Organizer

DAVID F. TILLES

Type or Print Name of Organizer

May 18, 2004

Date

10. RETURN TO:

NAME

FIRM

ADDRESS

CITY/STATE

ZIP CODE

Fenigstein & Kaufman  
1900 Avenue of the Stars  
Suite 2300  
Los Angeles, CA 90067-4314

Attn: S. Jack Fenigstein

SEC/STATE (REV. 01/03)

FORM LLC-1- FILING FEE \$70.00  
Approved by Secretary of State





I hereby certify that the foregoing transcript of  1  page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 14 2015

Date: \_\_\_\_\_ RML

/s/ Alex Padilla  
ALEX PADILLA, Secretary of State

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SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
3232 ARTESIA REAL ESTATE, LLC

This Second Amended and Restated Operating Agreement (the "Agreement") of 3232 ARTESIA REAL ESTATE, LLC (the "Company"), is entered into as of April 30, 2015 by OHI ASSET HUD SF CA, LLC, a Delaware limited liability company (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the California Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, the Member entered into an Amended and Restated Operating Agreement governing the governance of the Company (the "Existing Agreement");

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

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

Section 1. Name. The name of the limited liability company is 3232 Artesia Real Estate, LLC.

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

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

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

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

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

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

Section 8. Officers.

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

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

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

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

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

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

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

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

Section 14. Exculpation and Indemnification.

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

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

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

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

( e ) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person. The foregoing provisions of this Section 14 shall survive any termination of this Agreement.

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

Section 16. Dissolution.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MEMBER:

OHI ASSET HUD SF CA, LLC

By: /s/ Daniel J. Booth

Name: Daniel J. Booth

Title: Chief Operating Officer

SCHEDULE A

Member

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



SCHEDULE B

<u>NAME</u>	<u>TITLE</u>
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
Michael D. Ritz	Chief Accounting Officer, Vice President and Assistant Secretary
Megan Krull	Senior Vice President — Operations and Assistant Secretary
Samuel H. Kovitz	Executive Vice President and Assistant Secretary Assistant Treasurer
Thomas H. Peterson	Assistant Treasurer

**DELAWARE  
CERTIFICATE OF FORMATION  
OF  
[NAME OF COMPANY]**

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

**1. NAME**

The name of the limited liability company is [Name of Company] (the "LLC").

**2. REGISTERED OFFICE AND AGENT**

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

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Formation of [Name of Company] this [Date].

By:           /s/ Carolyn Silva-Quagliato            
Carolyn Silva-Quagliato  
Authorized Person

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT CHANGING ONLY THE  
REGISTERED OFFICE OR REGISTERED AGENT OF A  
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is \_\_\_\_\_  
[NAME OF COMPANY]

2. The Registered Office of the limited liability company in the State of Delaware is changed to **2711 Centerville Road, Suite 400** \_\_\_\_\_  
(street), in the City of **Wilmington**

Zip Code **19808**. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is \_\_\_\_\_  
**Corporation Service Company**

By:  /s/ Dona Priebe  
Authorized Person

Name:  Dona Priebe  
Print or Type

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT CHANGING ONLY THE  
REGISTERED OFFICE OR REGISTERED AGENT OF A  
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is [NAME OF COMPANY].

2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company.

By: /s/ Jennifer Kurz

Name: Jennifer Kurz

Title: Authorized Person

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**SECOND AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
[ NAME OF LLC ]**

This Second Amended and Restated Limited Liability Company Agreement (the "**Agreement**") of [ **NAME OF LLC** ], a Delaware limited liability company (the "**Company**"), is made and entered into as of the 3<sup>rd</sup> day of August, 2015, by **OHI ASSET HUD H-F, LLC**, a Delaware limited liability company (the "**Member**"), as the sole member of the Company. As used in this Agreement, "**Act**" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, the Company was formed as a limited liability company on November 5, 2008, pursuant to the provisions of the Act;

WHEREAS, the Member owns all of the outstanding equity interests in the Company (the "**Membership Interest**"); and

WHEREAS, the Member desires to enter into this Agreement to amend and restate the Amended and Restated Limited Liability Company Agreement of the Company dated November 26, 2008, as heretofore amended.

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

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

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

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

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

Section 5. Member. The Membership Interest percentage and the mailing address of the Member are set forth on Schedule A attached hereto.

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

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

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

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

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

Section 10. Officers.

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

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

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

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

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

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

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

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

Section 16. Exculpation and Indemnification.

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

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

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

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

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

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

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

Section 18. Dissolution.

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



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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first hereinabove written.

MEMBER:

**OHI ASSET HUD H-F, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Robert O. Stephenson  
Chief Financial Officer, Treasurer and Assistant Secretary

**SCHEDULE A**

Member

Name	Mailing Address	Agreed Value of Capital Contribution	Membership Interest
OHI Asset HUD H-F, LLC, a Delaware limited liability company	200 International Circle Suite 3500 Hunt Valley, MD 21030	\$1.00	100%

**SCHEDULE B**

Officers

<u>OFFICERS</u>	<u>TITLE</u>
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
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

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CERTIFICATE OF FORMATION  
OF  
[NAME OF COMPANY]

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

FIRST. The name of the limited liability company formed hereby is [Name of Company].

SECOND. The address of its registered office in the State of Delaware is [Address of Registered Agent], [City], [County], Delaware, [Zip Code]. The name of its registered agent at such address is [Name of Registered Agent].

THIRD. This Certificate of Formation shall be effective on the date of filing with the Secretary of State of the State of Delaware

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of [Date].

/s/ Mark E. Derwent

\_\_\_\_\_  
Mark E. Derwent  
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT  
OF  
[NAME OF COMPANY]

This Limited Liability Company Agreement (the "Agreement") of [Name of Company] (the "Company"), is entered into as of [Date] by OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

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

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

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

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

Section 1. Name. The name of the limited liability company is [Name of Company].

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

Section 3. Registered Office. The address of the registered office of the Company in the State of Delaware is [Address of Registered Agent],[city], [county], Delaware [zip code].

Section 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is [Name of Registered Agent], [Address of Registered Agent],[city], [county], Delaware [zip code].

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

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

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

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

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

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

Section 10. Officers.

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

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

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

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

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

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

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

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

Section 16. Exculpation and Indemnification.

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



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

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

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

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

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

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

Section 18. Dissolution.

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MEMBER:

OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership

By: Omega Healthcare Investors, Inc., a Maryland corporation, its general partner

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE A

Member

<u>Name</u>	<u>Mailing Address</u>	<u>Agreed Value of Capital Contribution</u>	<u>Membership Interest</u>
OHI Healthcare Properties Limited Partnership	200 International Circle Suite 3500 Hunt Valley, MD 21030	\$1.00	100%

SCHEDULE B

OFFICERS

TITLE

[Name(s)]

[Title(s)]

STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF ORGANIZATION, 06/20/1997**

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

**G&L GARDENS, LLC  
ACC file number: L-0811189-8**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
of the Arizona Corporation Commission on this date:  
August 13, 2015.**



*/s/ Jodi A. Jerich*  
*Jodi A. Jerich, Executive Director*

By: */s/ George Moya*

*GEORGE MOYA*

STATE OF ARIZONA  
OFFICE OF THE  
CORPORATION COMMISSION  
ARTICLES OF ORGANIZATION

AZ CORP. COMMISSION  
FILED

JUN 20 1997

APPR (ILLEGIBLE) \_\_\_\_\_  
TERM \_\_\_\_\_  
DATE (ILLEGIBLE) \_\_\_\_\_

L-0811189-8

Pursuant to A.R.S. §29-632 the undersigned states as follows:

1. The name of the limited liability company is

G&L GARDENS, L. L. C.  
(ILLEGIBLE)

2. The address of the registered office in Arizona is  
3225 North Central Avenue, Phoenix

located in the Country of Maricopa

3. The statutory agent's name and address is CT CORPORATION SYSTEM  
3225 North Central Avenue, Phoenix, Maricopa County,  
Arizona 85012

4. There are or will be two or more members at the time the limited liability company is formed.

5. The latest date on which the limited liability company is to dissolve is December 30, 2050

6. A. (Check appropriate Box.)

Management of the limited liability company is vested in a manager or managers.

Management of the limited liability company is reserved to the members.

(ARIZ. -LLC 3235 - 7/1/94)

(ILLEGIBLE)

B. (Check appropriate box.)

The name and address of each person who is a  Manager  Member who owns a 20% of more interest in the capital or profits  Member who owns less than 20% interest in the capital or profits, of the limited liability company is

G&L Senior Care, Inc. 439 N. Bedford Drive, Beverly Hills CA 90210

Signed: (ILLEGIBLE) \_\_\_\_\_ Date (ILLEGIBLE) \_\_\_\_\_

Signed: \_\_\_\_\_ Date \_\_\_\_\_

CT CORPORATION SYSTEM \_\_\_\_\_, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

CT CORPORATION SYSTEM

BY: /s/ William C. Bradford \_\_\_\_\_  
William C. Bradford, Jr.  
Vice President

(ARIZ. -LLC 3235)



STATE OF ARIZONA



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Office of the  
CORPORATION COMMISSION

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The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**AMENDED AND RESTATED ARTICLES, 08/24/2006**

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

**G&L GARDENS LLC**  
**ACC file number: L-0811189-8**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the Arizona Corporation Commission on this date:  
August 19, 2015.**

*/s/ Jodi A. Jerich*

*Jodi A. Jerich, Executive Director*

By: */s/ George Moya*

*GEORGE MOYA*



AZ CORPORATION COMMISSION  
FILED

AUG 24 2006  
FILE NO. L-0811189-8

**EXPEDITED  
AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
G&L GARDENS, L.L.C.**

G&L Gardens, L.L.C. hereby amends and restates its Articles of Organization, which were originally filed on June 20, 1997, as follows:

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

"G&L Gardens, L.L.C."

2. The address of the Company's registered office is c/o CT Corporation System, 2394 E. Camelback Road, Phoenix, Arizona 85016, and the name and business address of the Company's agent for service of process are:

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

3. The Company shall have unlimited duration.

4. Management of the Company is vested in a Manager, whose name and business address are G&L Senior Care Properties, L.L.C., 439 N. Bedford Drive, Beverly Hills, California 90210.

5. The sole member of the Company is G&L Senior Care Properties, L. L. C., whose business address is 439 N. Bedford Drive, Beverly Hills, California 90210.

DATED: August 21, 2006

G&L Senior Care Properties, L.L.C., Manager

By: /s/ Steven D. Lebowitz

Its: Manager

**\$ PAID  
6010637**

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LAW OFFICE OF

**JAMES W. ZEEB**

ROCKWELL BUILDING  
405 WEST FRANKLIN  
TUCSON, ARIZONA 85701-8209

OF COUNSEL TO:  
PHILLIPS, MOELLER & CONWAY, P.L.L.C.  
HECKER & MUEHLEBACH, P.L.L.C.

Telephone (520) 798-3803  
Facsimile (520) 620-0405  
Email [jwzeeb@hpzlaw.com](mailto:jwzeeb@hpzlaw.com)

August 24, 2006

Arizona Corporation Commission  
400 W. Congress, Suite 221  
Tucson, AZ 85701

Re: G&L Gardens, L.L.C.

Dear Sir or Madam:

Enclosed for expedited filing are an original and one copy of Amended and Restated Articles of Organization for the above-referenced limited liability company, together with a check in the amount of \$60.00 representing payment of the \$25.00 filing fee and \$35.00 expedited filing fee.

If you have any questions, please feel free to contact me.

Very truly yours,  
/s/ James W. Zeeb  
James W. Zeeb

Enclosures

**RECEIVED**

AUG 24 2006

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

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STATE OF ARIZONA



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Office of the  
CORPORATION COMMISSION

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The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF AMENDMENT, 07/22/2009**

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

**G&L GARDENS, LLC**  
**ACC file number: L-0811189-8**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date:  
August 18, 2015.**



*/s/ Jodi A. Jerich*  
*Jodi A. Jerich, Executive Director*

By: */s/ George Moya*

*GEORGE MOYA*



AZ CORPORATION COMMISSION  
FILED

JUL 06 2009

FILE NO. L-0811189-8

**SECOND AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
G&L GARDENS, L.L.C.**

G&L Gardens, L.L.C. hereby amends and restates its Amended and Restated Articles of Organization, which were filed on August 24, 2006, as follows:

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

"G&L Gardens, L.L.C."

2. The address of the Company's registered office is c/o CT Corporation System, 2394 E. Camelback Road, Phoenix, Arizona 85016, and the name and business address of the Company's agent for service of process are:

CT Corporation System  
2394 E. Camelback Road  
Phoenix, AZ 895016

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

4. Management of the Company is vested in a manager, whose name and business address are:

G&L Senior Care Properties, LLC  
439 N. Bedford Drive  
Beverly Hills, CA 90210.

5. The sole member of the Company is G&L Senior Care Properties, LLC, whose business address is 439 N. Bedford Drive, Beverly Hills, California 90210.

DATED: May 31, 2009

G&L Senior Care Properties, LLC,  
a Nevada limited liability company

AZ CORPORATION COMMISSION  
FILED

By: /s/ Steven D. Lebowitz

JUL 22 2009

Steven D. Lebowitz  
Its: Managing Member

FILE NO. L-0811189-8

G&L Gardens, L.L.C.

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned, having been designated to act as Statutory Agent of G&L Gardens, L.L.C., hereby consents to act in that capacity until removed or its resignation is submitted in accordance with the Arizona Revised Statutes.

DATED: July 6, 2009

CT CORPORATION SYSTEM  
a Delaware corporation

By: /s/ Donald H. Boadway

Printed Name: Donald H. Boadway

Its: Assistant Secretary

G&L Gardens, L.L.C.

SECOND AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION

Page 2 of 2

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STATE OF ARIZONA



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Office of the  
CORPORATION COMMISSION

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The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF AMENDMENT, 12/21/2012**

consisting of 4 pages, is a true and complete copy of the original of said document on file with this office for:

**G&L GARDENS, LLC**  
**ACC file number: L-0811189-8**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the Arizona Corporation Commission on this date:  
August 13, 2015.**



*/s/ Jodi A. Jerich*  
*Jodi A. Jerich, Executive Director*

By: */s/ George Moya*

*GEORGE MOYA*



04075628

AZ CORPORATION COMMISSION  
FILED

AZ CORPORATION  
FILED

DEC 07 2012  
FILE NO. L-0811189-8

DEC 21 2012  
FILE NO. L-0811189-8

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

**ARTICLES OF AMENDMENT**  
*Read the Instructions L0151*

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:  
G&L Gardens, L.L.C.

2. **A.C.C. FILE NUMBER:** L-0811189-8  
Find the A.C.C. file number on the upper corner of filed documents OR on our website at <http://www.azcc.gov/Divisions/Corporations>

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

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

4. **R MEMBERS CHANGE (CHANGE IN MEMBERS)** – *see Instructions L0151* – Use one block per person - FOR MEMBERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each member being changed, and below that provide any new information for that member (new name and/or address), then check all boxes that apply to indicate the change being made for that member. FOR NEW MEMBERS – in a separate block, list the name in the NEW Name blank and give the address, and check the appropriate box. If more space is needed, complete and attach the Amendment Attachment for Members form L044.

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





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

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

6.  **MANAGEMENT STRUCTURE CHANGE** – *see Instructions L0151* – check only one box below and follow instructions:  
 CHANGING TO *MANAGER-MANAGED* LLC – complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*  
 CHANGING TO *MEMBER-MANAGED* LLC – complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

7.  **STATUTORY AGENT CHANGE – NEW AGENT** APPOINTED – *see Instructions L0151*

7.1 <b>REQUIRED</b> – give the name (can be an Individual or an entity) and <i>physical or street address</i> (not a P.O. Box) in Arizona of the NEW statutory agent:	7.2 <b>OPTIONAL</b> – mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):
Statutory Agent Name (required)	
Attention (optional)	Attention (optional)
Address 1	Address 1
Address 2 (optional) City	Address 2 (optional) City
State	State
Zip	Zip
7.3 <b>REQUIRED</b> – the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with these Articles of Amendment.	

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (describe an event)

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

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

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

\_\_\_\_\_

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

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

I ACCEPT

/s/ Daniel J. Booth  
Signature

Daniel J. Booth  
Printed Name

11/30/2012  
Date (mm/dd/yy)

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

<input type="checkbox"/> This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity manager named: _____	<input checked="" type="checkbox"/> This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named: _____ <div style="text-align: center;">OHI Asset HUD SF, LLC</div>
--	--

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

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

All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

## STATUTORY AGENT ACCEPTANCE

Please read Instructions M0021

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

G&L Gardens, L.L.C.

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ): **L-081189-8**

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

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an Individual or an entity):

C T Corporation System

**3.1 Check one box:**

- The statutory agent is an **Individual** (natural person).  
 The statutory agent is an **Entity**.

### STATUTORY AGENT SIGNATURE:

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

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

**R I ACCEPT**  
**Virginia G. Flock**  
**Assistant Secretary**

/s/ **Virginia G. Flock**

Signature

Printed Name

12/7/2012

Date

### REQUIRED – check only one:

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

Filing Fee: none (regular processing)  
Expedited processing – add \$35.00 to filing fee.  
All fees are nonrefundable – see Instructions.

Mail: Arizona Corporation Commission – Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-542-4100

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

All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
[NAME OF COMPANY]

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

RECITALS:

WHEREAS, the Member entered into an Amended and Restated Operating Agreement governing the governance of the Company (the "Existing Agreement");

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

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

Section 1. Name. The name of the limited liability company is [NAME OF COMPANY].

Section 2. Existence. The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act; provided, however, the existence of the Company as a separate legal entity shall continue until at least December 31, 2065.

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

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

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

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Section 6. Powers. The Company, and the Member and the Officers on behalf of the Company, (a) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 5 and (b) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

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

Section 8. Officers.

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

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

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

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

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

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

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

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

Section 14. Exculpation and Indemnification.

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

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

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

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

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

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

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

Section 16. Dissolution.

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



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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MEMBER:

OHI ASSET HUD SF, LLC

By:           /s/ Daniel J. Booth          

Name: Daniel J. Booth

Title: Chief Operating Officer

SCHEDULE A

Member

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

SCHEDULE B

<u>NAME</u>	<u>TITLE</u>
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
Michael D. Ritz	Chief Accounting Officer, Vice President and Assistant Secretary
Megan Krull	Senior Vice President — Operations and Assistant Secretary
Samuel H. Kovitz	Executive Vice President and Assistant Secretary
Thomas H. Peterson	Assistant Treasurer

STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF ORGANIZATION, 05/11/2004**

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

**PALM VALLEY SENIOR CARE LLC  
ACC file number: L-1128989-8**



**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the Arizona Corporation Commission on this date:  
August 12, 2015.**

*/s/ Jodi A. Jerich*  
\_\_\_\_\_  
*Jodi A. Jerich, Executive Director*

By: */s/ George Moya*  
\_\_\_\_\_  
*GEORGE MOYA*

STATE OF ARIZONA  
ACC/FAX  
DATE FILED

MAY 11 2004

DATE APPR 05-11-04  
TERM \_\_\_\_\_  
BY \_\_\_\_\_ (ILLEGIBLE)

L-1128989-8

**ARTICLES OF ORGANIZATION  
OF  
PALM VALLEY SENIOR CARE, LLC**

- 1 The name of the limited liability company is **Palm Valley Senior Care, LLC**.
- 2 The address of the registered office of the limited liability company in Maricopa County, Arizona is 13575 West McDowell Road, Goodyear, Arizona 85338.
- 3 The name and address of the statutory agent of the limited liability company in Arizona are C T Corporation System, 3225 North Central Avenue, Suite 1601, Phoenix, Arizona 85012
- 4 Management of the limited liability company is reserved to the members. The name and address of each Member are: G & L Senior Care Partnership, L.P. and S & R Management Group, LLC, 439 North Bedford Drive, Beverly Hills, CA 90210.

DATED May 11, 2004.

/s/ Jan Pouncey  
Jan Pouncey, Authorized Person

(ILLEGIBLE)

**ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT**

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

DATED: May 11, 2004

C T CORPORATION SYSTEM,  
a Delaware corporation

/s/ Terne L. Bates  
By: Terne L. Bates  
Its: Assistant Secretary

(ILLEGIBLE)

STATE OF ARIZONA



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Office of the  
**CORPORATION COMMISSION**

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The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF AMENDMENT, 07/22/2009**

consisting of 2 pages, is a true and complete copy of the original of said document on file with this office for:

**PALM VALLEY SENIOR CARE LLC**  
**ACC file number: L-1128989-8**



**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the Arizona Corporation Commission on this date:  
August 19, 2015.**

*/s/ Jodi A. Jerich*  
\_\_\_\_\_  
*Jodi A. Jerich, Executive Director*

By: */s/ George Moya*

\_\_\_\_\_  
*GEORGE MOYA*



AZ CORPORATION COMMISSION  
FILED

JUL 06 2009

FILE NO. L-1128989-8

**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
PALM VALLEY SENIOR CARE, LLC**

Palm Valley Senior Care, LLC hereby amends and restates its Articles of Organization, which were originally filed on May 11, 2004, as follows:

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

"Palm Valley Senior Care, LLC"

2. The address of the registered office of the Company in Maricopa County, Arizona is 5020 North 8<sup>th</sup> Place, Suite A, Phoenix, Arizona 85014.

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

CT Corporation System  
2394 E. Camelback Road  
Phoenix, AZ 895016

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

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

G&L Senior Care Properties, LLC  
439 N. Bedford Drive  
Beverly Hills, CA 90210

S&R Management Group, LLC  
16601 N. 40<sup>th</sup> Street, Suite 110  
Phoenix, AZ 85032

DATED: May 31, 2009

G&L Senior Care Properties, LLC,  
a Nevada limited liability company

By: /s/ Steven D. Lebowitz  
Steven D. Lebowitz  
Its: Managing Member

Palm Valley Senior Care, LLC

AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
Page 1 of 2

AZ CORPORATION COMMISSION  
FILED

JUL 22 2009

FILE NO. L-1128989-8

DATED: May 31, 2009

S&R Ridgecrest, LLC  
an Arizona limited liability company

By: /s/ Colleen Sweet  
Colleen Sweet  
Its: Manager

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

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

DATED: July 6, 2009

CT CORPORATION SYSTEM  
a Delaware corporation

By: /s/ Donald H. Boadway  
Printed Name: Donald H. Boadway  
Its: Assistant Secretary

Ridgecrest Senior Care, LLC

AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
Page 2 of 2

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STATE OF ARIZONA



Office of the  
CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF AMENDMENT, 12/21/2012**

consisting of 4 pages, is a true and complete copy of the original of said document on file with this office for:

**PALM VALLEY SENIOR CARE LLC**  
**ACC file number: L-1128989-8**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
the official seal of the Arizona Corporation Commission on this date:  
August 12, 2015.**

*/s/ Jodi A. Jerich*

*Jodi A. Jerich, Executive Director*

By:

*/s/ George Moya*

*GEORGE MOYA*





04075627

AZ CORPORATION COMMISSION  
FILED

AZ CORPORATION COMMISSION  
FILED

DEC 07 2012  
FILE NO. L-1128989-8

DEC 21 2012  
FILE NO. L-1128989-8

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

**ARTICLES OF AMENDMENT**

*Read the Instructions L015i*

1. **ENTITY NAME** – give the exact name of the LLC at currently shown in A.C.C. records:  
Palm Valley Senior Care, LLC

2. **A.C.C. FILE NUMBER:** L-1128989-8  
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

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

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

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

				S&R Management Group LLC			
Name currently shown in ACC records OHI Asset HUD SF, LLC				Name currently shown in ACC records			
NEW Name 200 International Circle, Suite 3500				NEW Name 16601 N. 40 St., #110			
Address 1				Address 1			
Address 2 (optional) Hunt Valley		MD	21030	Address 2 (optional) Phoenix		AZ	85032
City	UNITED STATES	State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Remove member				Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Remove member			
R Add as 20% or more member <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member				<input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member R Remove member			
G&L Senior Care Properties LLC							
Name currently shown in ACC records				Name currently shown in ACC records			
NEW Name 439 N Bedford Dr.				NEW Name			
Address 1				Address 1			
Address 2 (optional) Beverly Hills		CA	90210	Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change R Remove member				Country <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Remove member			
<input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member				<input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Add as less than 20% member			



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

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

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

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

<b>7.1 REQUIRED – give the name (can be an Individual or an entity) and physical or street address (not a P.O. Box) In Arizona of the NEW statutory agent:</b>			<b>7.2 OPTIONAL – mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):</b>		
Statutory Agent Name (required)					
Attention (optional)			Attention (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip
<b>7.3 REQUIRED – the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with these Articles of Amendment.</b>					

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

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

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

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

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

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

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

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

- Perpetual
- The LLC's life period will end on this **date**: \_\_\_\_\_ (enter a date – mm/dd/yy)
- The LLC's life period will end upon the occurrence of the this **event**:  
 \_\_\_\_\_ (describe an event)

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

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

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

---

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

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

I ACCEPT

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

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

<input type="checkbox"/> This is a <b>manager-managed LLC</b> and I am signing individually as a <b>manager or</b> I am signing for an <b>entity manager named</b> : _____	<input checked="" type="checkbox"/> This is a <b>member-managed LLC</b> and I am signing individually as a <b>member or</b> I am signing for an entity member named: _____ OHI Asset HUD SF, LLC
---	--

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

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

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

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

**STATUTORY AGENT ACCEPTANCE**

*Please read Instructions **M0021***

1. **ENTITY NAME** - give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:  
Palm Valley Senior Care, LLC
2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ): **L-1128989-8**  
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>
3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):  
C T Corporation System

- 3.1 **Check one box:**                       The statutory agent is an **Individual** (natural person).  
    The statutory agent is an **Entity**.

**STATUTORY AGENT SIGNATURE:**

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

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

**I ACCEPT**

**Virginia G. Flock**  
**Assistant Secretary**

/s/ Virginia G. Flock  
Signature

Printed Name

12/07/2012  
Date

**REQUIRED** – check only one:

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

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

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

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



STATE OF ARIZONA



Office of the  
CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF ORGANIZATION, 12-10-2004**

consisting of 03 pages, is a true and complete copy of the original of said document on file with this office for:

**RIDGECREST SENIOR CARE, LLC**  
**ACC file number: L-1169206-3**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
of the Arizona Corporation Commission on this date:  
August 13, 2015.**



*/s/ Jodi A. Jerich*  
*Jodi A. Jerich, Executive Director*

By: */s/ Walter Briceno*  
*WALTER BRICENO*



AZ CORPORATION COMMISSION  
FILED

"EXP"                    DEC 10 2004  
  
FILE NO. L-1169206-3

**ARTICLES OF ORGANIZATION**

OF

**RIDGECREST SENIOR CARE, LLC**

Pursuant to Section 29-632 of the Arizona Revised Statutes, the undersigned states as follows:

1. The name of the limited liability company is Ridgecrest Senior Care, LLC (the "Company").
2. The address of the registered office of the Company in Arizona is 5020 N. 8<sup>th</sup> Place, Phoenix, Arizona 85014.
3. The Company's statutory agent for service of process is Derek L. Sorenson, whose address is Two North Central Avenue, Suite 2200, Phoenix, Arizona 85004.
4. There is no date by which the Company must dissolve.
5. Management of the Company is reserved to the Members.
6. The names and addresses of the Members of the Company are as follows: SLO Ridgecrest, LLC, an Arizona limited liability company, 5020 N. 8<sup>th</sup> Place, Phoenix, Arizona 85014, and G & L Senior Care Properties, LLC, a Nevada limited liability company, 439 N. Bedford Drive, Beverly Hills, California 90210.

DATED: December 10, 2004.

Signed: /s/ Derek L. Sorenson  
Derek L. Sorenson

The undersigned, having been designated to act as statutory agent for service of process, hereby consents to act in that capacity until he is removed or his resignation is submitted in accordance with the Arizona Revised Statutes.

/s/ Derek L. Sorenson  
Derek L. Sorenson

893627  
**\$ PAID**  
\$ 85.00 - 12/15/04  
MOD



ARIZONA CORPORATION COMMISSION

TRANSMITTAL FOR FAX FILING

To: ARIZONA CORPORATION COMMISSION  
Corporations Division  
1200 West Washington  
Phoenix, Arizona 25007

CORPORATE RECORDS  
FAX LINE FOR CERTIFIED COPIES &  
PLAIN COPIES IS 542-3414  
FAX NUMBER: 542- 4100  
FOR CORPORATE FILINGS

FROM: Bryan Cave (Val Viemont 0045534)  
(Account Holder)

Advance Account Number 1461 Fax Number 364-7070

Contact Person: Valerie A. Viemont \$50-LLC

Telephone Number: 364-7449 \$35-EXP  
\$85.00

Corporation Name: Ridgecrest Senior Care, LLC

Document Type: Arts. of Orig.

Number of pages (including Transmittal) 2

PLEASE EXPEDITE THIS FILING AND CHARGE THE APPLICABLE FEE OF \$35.00 (PER FILING) TO MY ACCOUNT.

\*\*\*\*\*

The Corporation Commission hereby acknowledges receipt of the document type described herein. \*

RECEIVED

(Date Stamp)

DEC 10 2004

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

Filing fee(s) charged to your account in the amount of \$\_\_\_\_\_

There is a problem with your transmittal. Please call the undersigned at your earliest convenience. Thank you.

Examiner \_\_\_\_\_

Telephone: \_\_\_\_\_

\* All documents are subject to review before filing.

\_\_\_\_\_



**Facsimile Cover**

**Bryan Cave LLP**

One Renaissance Square  
Two North Central Avenue  
Suite 2200  
Phoenix, AZ 85004-4406  
Tel (602) 364-7000  
Fax (602) 364-7070  
www.bryancave.com

This facsimile contains information which (a) may be LEGALLY PRIVILEGED, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE and (b) is intended for the use of the Addressee(s) named below. If you are not the Addressee, or the person responsible for delivering this to the Addressee(s), you are hereby notified that reading, copying or distributing this facsimile is prohibited. If you have received this facsimile in error, please telephone us immediately and mail the facsimile back to us at the address to the right. Thank you.

Date: 12/10/04

From: Valerie A. Viemont, Legal Assistant  
Tel: 602-364-7449

Matter: 0045534

To: ACC  
Company:  
**International**  
Country Code:

Phone Number:  
Country:  
City Code:

Message:  
**See attached regarding Articles of Organization for Ridgecrest Senior Care, LLC**

RECEIVED

DEC 10 2004

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

To Sender:

Do you wish to be contacted when fax is sent?

Yes

No

Do you wish to be contacted at your home/office if fax cannot be sent within one hour? Tel:

Yes

No

Fax Number: 602-542-4100

Number of Pages Including Cover: 2

If all pages are not received, please call (602) 364-7366 or 602-364-7041.

STATE OF ARIZONA



Office of the  
CORPORATION COMMISSION

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**AMENDMENT, 04-14-2005**

consisting of 04 pages, is a true and complete copy of the original of said document on file with this office for:

**RIDGECREST SENIOR CARE, LLC**  
**ACC file number: L-1169206-3**



**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the Arizona Corporation Commission on this date:  
August 17, 2015.**

/s/ Jodi A. Jerich

*Jodi A. Jerich, Executive Director*

By: /s/ Walter Briceno

*WALTER BRICENO*

AZ CORPORATION COMMISSION  
FILED

APR 14 2005

FILE NO. L-1169206-3

**FIRST AMENDMENT TO THE  
ARTICLES OF ORGANIZATION  
OF**

**RIDGECREST SENIOR CARE, LLC**

Pursuant to A.R.S. section 29-633, the undersigned states as follows.

1. The name of the limited liability company is Ridgecrest Senior Care, LLC.
2. The initial Articles of Organization were filed on December 10, 2004.
3. Paragraph 6 of the Articles of Organization is amended by deleting said paragraph in its entirety and inserting the following:

"6. The names and addresses of the Members of the Company are as follows: S&R Ridgecrest, LLC, an Arizona limited liability company, 5020 N. 8th Place, Suite A, Phoenix, Arizona 85104, and G & L Senior Care Properties, LLC, a Nevada limited liability company, 439 N. Bedford Drive, Beverly Hills, California 90210."

4. Other than as set forth above, the Articles of Organization of Ridgecrest Senior Care, LLC remain unchanged.

IN WITNESS WHEREOF, the undersigned has executed this Amendment of Articles of Organization this 13<sup>th</sup> day of April, 2005.

G&L Senior Care Properties, LLC, a Nevada limited liability company, a  
Member

By: /s/ Steven D. Lebowitz  
Name: Steven D. Lebowitz  
Its: Managing Director



**Facsimile Cover**

**Bryan Cave LLP**

One Renaissance Square  
Two North Central Avenue  
Suite 2200  
Phoenix, AZ 85004-4406  
Tel (602) 364-7000  
Fax (602) 364-7070  
www.bryancave.com

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Date: 4/14/05  
From: Valerie A. Viemont, Legal Assistant Matter: 0183826  
Tel: 602-364-7449  
To: ACC Phone Number:  
Company: Country:  
**International** City Code:  
Country Code:

Message:  
**See attached regarding First Amendment to Articles of Organization for Ridgecrest Senior Care, LLC**

RECEIVED  
APR 14 2005  
ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

To Sender:  
Do you wish to be contacted when fax is sent?  Yes  No  
Do you wish to be contacted at your home/office if fax cannot be sent within one  Yes  No  
hour? Tel:

Fax Number: 602-542-4100 Number of Pages Including Cover: 2

If all pages are not received, please call (602) 364-7366 or 602-364-7041.



ARIZONA CORPORATION COMMISSION

TRANSMITTAL FOR FAX FILING

To: ARIZONA CORPORATION COMMISSION  
Corporations Division  
1200 West Washington  
Phoenix, Arizona 85007

CORPORATE RECORDS  
FAX LINE FOR CERTIFIED COPIES &  
PLAIN COPIES IS 542-3414  
FAX NUMBER: 542-4100  
FOR CORPORATE FILINGS

FROM: Bryan Cave (Val Viemont 0185826)  
(Account Holder)

Advance Account Number 1461 Fax Number 364-7070

Contact Person: Valerie A. Viemont

Telephone Number: 364-7449

Corporation Name: Ridgecrest Senior Care, LLC

Document Type: 1st Am.

Number of pages (including Transmittal) 2

PLEASE EXPEDITE THIS FILING AND CHARGE THE APPLICABLE FEE OF \$35.00 (PER FILING) TO MY ACCOUNT.

\*\*\*\*\*

The Corporation Commission hereby acknowledges receipt of the document type described, herein. \*

(Date Stamp)

25 amdt  
35 exp  
60 total

Filing fee(s) charged to your account in the amount of \$\_\_\_\_\_

There is a problem with your transmittal. Please call the undersigned at your earliest convenience. Thank you.

Examiner FLOREZ-GASTELO, M.

Telephone: (602) 542-3512

\* All documents are subject to review before filing.



**COMMISSIONERS**  
**JEFF HATCH-MULLER - Chairman**  
**WILLIAM A. MUNDELL**  
**MARC SPITZER**  
**MIKE GLEASON**  
**KRISTIN K. MAYES**



**ARIZONA CORPORATION COMMISSION**

**BRIAN C. MCNEIL**  
Executive Secretary

**DAVID RABER**  
Director, Corporations Division

05/21/05

Bryan Cave LLP  
Attn: Valerie A. Viemont  
Two North Central Ave., Ste. 2200  
Phoenix, AZ, 85004-4406

RE: **Ridgecrest Senior Care, LLC**

We are pleased to notify you that your Articles of Amendment/Restated Articles of Organization were filed on 04/14/05.

If the publication box below has been checked, you must publish a copy of the Articles of Amendment/Restated Articles. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona, as filed with the Commission, for three consecutive publications. For your convenience we have attached a list of known qualified newspapers for publishing.

An Affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the date of this letter.

The Commission strongly recommends that you periodically check Commission records regarding the Limited Liability Company. The Commission web site [www.cc.state.az.us/corp](http://www.cc.state.az.us/corp) contains information specific to each corporation of record and is a good general source of information.

MUST BE PUBLISHED

**DO NOT PUBLISH**

M. Florez-Gastelo (602) 542-3512  
Examiner  
Corporations Division

It you have any questions, please call the Corporations Division Phoenix (602) 542-3135,  
Tucson (520)-628-6560 or toll free (Arizona residents only) at 1-800-345-5819  
For more information contact our web site, at the address indicated below.

**Apprllcother.wpd**  
**Revised 03/2004**

**1300 WEST WASHINGTON, PHOENIX, ARIZONA 85007-2929 / 400 WEST CONGRESS STREET, TUCSON, ARIZONA 85701-1347**  
**[www.cc.state.az.us](http://www.cc.state.az.us) - 602-542-3135**

STATE OF ARIZONA



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Office of the  
CORPORATION COMMISSION

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The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**AMENDED & RESTATE ARTICLES, 07-06-2009**

consisting of 02 pages, is a true and complete copy of the original of said document on file with this office for:

**RIDGECREST SENIOR CARE, LLC**  
**ACC file number: L-1169206-3**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
Arizona Corporation Commission on this date:  
August 13, 2015.**

/s/ Jodi A. Jerich  
*Jodi A. Jerich, Executive Director*

By: /s/ Walter Briceno

*WALTER BRICENO*





AZ CORPORATION COMMISSION  
FILED

JUL 06 2009

FILE NO. L-11692063

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

Ridgecrest Senior Care, LLC hereby amends and restates its Articles of Organization, which were originally filed on December 10, 2004, as follows:

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

"Ridgecrest Senior Care, LLC"

2. The address of the registered office of the Company in Maricopa County, Arizona is 5020 North 8<sup>th</sup> Place, Suite A, Phoenix, Arizona 85014.

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

CT Corporation System  
2394 E. Camelback Road  
Phoenix, AZ 895016

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

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

G&L Senior Care Properties, LLC  
439 N. Bedford Drive  
Beverly Hills, CA 90210

S&R Ridgecrest, LLC  
16601 N. 40<sup>th</sup> Street, Suite 110  
Phoenix, AZ 85032

DATED: May 31, 2009

G&L Senior Care Properties, LLC,  
a Nevada limited liability company

By: /s/ Steven D. Lebowitz  
Steven D. Lebowitz  
Its: Managing Member

Ridgecrest Senior Care, LLC

AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
Page 1 of 2

AZ CORPORATION COMMISSION  
FILED

JUL 22 2009

FILE NO. L-11692063

By: /s/ Colleen Sweet  
Colleen Sweet  
Its: Manager

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

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

DATED: July 6, 2009

CT CORPORATION SYSTEM  
a Delaware corporation

By: /s/ Donald H. Boadway  
Printed Name: Donald H. Boadway  
Its: Assistant Secretary

Ridgecrest Senior Care, LLC

AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
Page 2 of 2

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STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

The Executive Director of the Arizona Corporation Commission does hereby certify that the attached copy of the following document:

**ARTICLES OF AMENDMENT, 12-21-2012**

consisting of 04 pages, is a true and complete copy of the original of said document on file with this office for:

**RIDGECREST SENIOR CARE, LLC  
ACC file number: L-1169206-3**



**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
of the Arizona Corporation Commission on this date:  
August 13, 2015.**

*/s/ Jodi A. Jerich*  
*Jodi A. Jerich, Executive Director*

By: */s/ Walter Briceno*  
*WALTER BRICENO*



04075629

AZ CORPORATION COMMISSION  
FILED

AZ CORPORATION COMMISSION  
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DEC 07 2012  
FILE NO. L-1169206-3

DEC 21 2012  
FILE NO. L-1169206-3

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

**ARTICLES OF AMENDMENT**

*Read the Instructions L015i*

1. **ENTITY NAME** – give the exact name of the LLC at currently shown in A.C.C. records:  
Ridgecrest Senior Care, LLC

2. **A.C.C. FILE NUMBER:** L-1169206-3  
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

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

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

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

				S&R Ridgecrest LLC			
Name currently shown in ACC records OHI Asset HUD SF, LLC				Name currently shown in ACC records			
NEW Name 200 International Circle, Suite 3500				NEW Name 16601 N. 40th St., # 110			
Address 1				Address 1			
Address 2 (optional) Hunt Valley		MD	21030	Address 2 (optional) Phoenix		AZ	85032
City	UNITED STATES	State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/> Address change <input checked="" type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member				Country <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member			
G&L Senior Care Properties LLC							
Name currently shown in ACC records				Name currently shown in ACC records			
NEW Name 439 N. Bedford Dr.				NEW Name			
Address 1				Address 1			
Address 2 (optional) Beverly Hills		CA	90210	Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input checked="" type="checkbox"/> Remove member				Country <input type="checkbox"/> Address change <input type="checkbox"/> Add as 20% or more member <input type="checkbox"/> Name change <input type="checkbox"/> Add as less than 20% member <input type="checkbox"/> Remove member			



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

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

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

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

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

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

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



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

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

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

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

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

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

- Perpetual
- The LLC’s life period will end on this **date**: \_\_\_\_\_ (enter a date – mm/dd/yy)
- The LLC’s life period will end upon the occurrence of this **event**:

\_\_\_\_\_ (describe an event)

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

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

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

\_\_\_\_\_

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

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

I ACCEPT

/s/ Daniel J. Booth  
Signature

Daniel J. Booth  
Printed Name

11/30/2012  
Date (mm/dd/yy)

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

<input type="checkbox"/> This is a <b>manager-managed LLC</b> and I am signing individually as a <b>manager or</b> I am signing for an <b>entity manager named</b> : <div style="border: 1px solid black; height: 15px; width: 100%; margin-top: 5px;"></div>	<input checked="" type="checkbox"/> This is a <b>member-managed LLC</b> and I am signing individually as a <b>member or</b> I am signing for an <b>entity member named</b> : <div style="border: 1px solid black; padding: 2px 5px; text-align: center; margin-top: 5px;">OHI Asset HUD SF, LLC</div>
--	--

Filing Fee: \$25.00 (regular processing) Expedited processing – add \$35.00 to filing fee. All fees are nonrefundable – see Instructions.	Mail: Arizona Corporation Commission – Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
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Please be advised that A.C.C forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

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

**STATUTORY AGENT ACCEPTANCE**  
*Please read Instructions M002i*

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

Ridgecrest Senior Care, LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ): **L-1169206-3**

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

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):

C T Corporation System

- 3.1 **Check one box:**                       The statutory agent is an **Individual** (natural person).  
    The statutory agent is an **Entity**.

**STATUTORY AGENT SIGNATURE:**

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

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

R I ACCEPT  
**Virginia G. Flock**  
**Assistant Secretary**

/s/ Virginia G. Flock

Signature

Printed Name

12/07/2012

Date

**REQUIRED** – check only one:

**Individual as statutory agent:** I am signing on behalf of myself as the individual

**Entity as statutory agent:** I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fee: none (regular processing)  
Expedited processing – add \$35.00 to filing fee.  
All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-542-4100

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

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

SECOND AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
RIDGECREST SENIOR CARE, LLC

This Second Amended and Restated Operating Agreement (the "Agreement") of RIDGECREST SENIOR CARE, LLC (the "Company"), is entered into as of April 1, 2015 by OHI ASSET HUD SF, LLC, a Delaware limited liability company (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the Arizona Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

WHEREAS, the Member entered into an Amended and Restated Operating Agreement governing the governance of the Company (the "Existing Agreement");

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

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

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

Section 2. Existence. The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act; provided, however, the existence of the Company as a separate legal entity shall continue until at least December 31, 2065.

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

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

Section 5. Purposes. The Company has been formed for the purposes of acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, the Ridgecrest Healthcare, located at 16640 N. 38th St., Phoenix, Arizona 85032 (the "Project"), and all rights and interests in any manner appertaining or incidental thereto.

Section 6. Powers. The Company has been formed for the purposes of (a) acquiring, selling, investing in, holding, owning, leasing, managing, operating, granting mortgages on and security interests in, and acquiring and making loans secured by, real property and personal property and all rights and interests in any manner appertaining or incidental thereto, and (b) engaging in any lawful business, action or activity in which a limited liability company organized formed pursuant to the Act may engage.

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

Section 8. Officers.

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

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

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

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

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

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

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

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

Section 14. Exculpation and Indemnification.

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

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

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

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

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

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

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

Section 16. Dissolution.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MEMBER:

OHI ASSET HUD-SF, LLC

By: /s/ Daniel J. Booth

Name: Daniel J. Booth

Title: Chief Operating Officer



SCHEDULE A

Member

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

SCHEDULE B

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
Michael D. Ritz	Chief Accounting Officer, Vice President and Assistant Secretary
Megan Krull	Senior Vice President — Operations and Assistant Secretary
Samuel H. Kovitz	Executive Vice President and Assistant Secretary
Thomas H. Peterson	Assistant Treasurer

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:19 AM 02/12/2010  
FILED 11:19 AM 02/12/2010  
SRV 100134924 - 4787631 FILE

CERTIFICATE OF FORMATION  
OF  
OHI ASSET HUD H-F, LLC

This Certificate of Formation of OHI Asset HUD H-F, LLC, dated as of February 11, 2009, is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, (6 Del.C. §§ 18-101, et seq.)

FIRST, The name of the limited liability company formed hereby is OHI Asset HUD H-F, LLC.

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

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

/s/ Mark E. Derwent  
Mark E. Derwent  
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT  
OF  
OHI ASSET HUD H-F, LLC

This Limited Liability Company Agreement (the "Agreement") of OHI Asset HUD H-F, LLC (the "Company"), is entered into by Omega Healthcare Investors, Inc., a Maryland corporation (the "Member"), as the sole member of the Company. As used in this Agreement, "Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

RECITALS:

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

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

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

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

Section 1. Name. The name of the limited liability company is OHI Asset HUD H-F, LLC.

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

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

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

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

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

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

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

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

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

Section 10. Officers.

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

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

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

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

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

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

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

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

OHI Asset HUD H-F, LLC - Limited Liability Company Agreement  
Derwen – 2.9.10

Section 16. Exculpation and Indemnification.

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

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

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

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

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

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

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

Section 18. Dissolution.

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

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

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

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

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

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

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

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



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

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

[SIGNATURE PAGE FOLLOWS]

OHI Asset HUD H-F, LLC - Limited Liability Company Agreement  
Derwen – 2.9.10

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

MEMBER:

Omega Healthcare Investors, Inc., a Maryland corporation

February \_\_, 2010

By: /s/ Daniel J. Booth

Name: Daniel J. Booth

Title: Chief Operating Officer

OHI Asset HUD H-F, LLC - Limited Liability Company Agreement  
Derwen – 2.9.10

SCHEDULE A

Member

<u>Name</u>	<u>Mailing Address</u>	<u>Agreed Value of Capital Contribution</u>	<u>Membership Interest</u>
Omega Healthcare Investors, Inc.	200 International Circle Suite 3500 Hunt Valley, MD 21030	\$1.00	100%

OHI Asset HUD H-F, LLC - Limited Liability Company Agreement

SCHEDULE B

OFFICERS

TITLE

C. Taylor Pickett

President and Chief Executive Officer

Daniel J. Booth

Chief Operating Officer and Secretary

Robert O. Stephenson

Chief Financial Officer and Treasurer

Michael Ritz

Chief Accounting Officer

OHI Asset HUD H-F, LLC - Limited Liability Company Agreement

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:15 PM 10/27/2014  
FILED 06:12 PM 10/27/2014  
SRV 141339381 - 5628686 FILE

CERTIFICATE OF FORMATION

OF

Westerville Ohio Office Property, L.L.C.

1. The name of the limited liability company is Westerville Ohio Office Property, L.L.C.
2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Westerville Ohio Office Property, L.L.C., this 27th day of October, 2014.

/s/ Samuel H. Kovitz

Samuel H. Kovitz, Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**WESTERVILLE OHIO OFFICE PROPERTY, L.L.C.**

This Limited Liability Company Operating Agreement (this "Agreement") of **Westerville Ohio Office Property, L.L.C.** dated and effective as of **October 27, 2014**, is entered into by AVIV Financing III, L.L.C., as the sole member (the "Member").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. **NAME.** The name of the limited liability company formed hereby is **Westerville Ohio Office Property, L.L.C.** (the "Company").
  2. **Certificates.** The Member is hereby designated an authorized person within the meaning of the Act. The Member is hereby authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) (a) to be filed in the office of the Secretary of State of the State of Delaware, or (b) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.
  3. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.
  4. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:
    - (a) Acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
    - (b) Act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the
    - (c) Take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;
    - (d) Operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
-

- (e) Borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;
- (f) Invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;
- ( g ) Prepay, in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;
- (h) Enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;
- (i) Employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;
- (j) Enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and
- (k) Do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5 . **Principal Business Office.** The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

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

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

8. **Members.** The name and the mailing address of the Member are as follows:

<b><u>Name</u></b>	<b><u>Address</u></b>
Aviv Financing III, L.L.C.	303 West Madison Street, Suite 2400 Chicago, Illinois 60606

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

**10 . Capital Contributions.** The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member has contributed \$10.00, in cash, and no other property, to the Company.

**11 . Additional Contributions.** The Member is not required to make any additional capital contribution to the Company. However, the Member may at any time make additional capital contributions to the Company in cash or other property.

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

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

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

**15 . Officers.** The Member may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. An Officer may be removed with or without cause by the Member.

**16. Other Business.** The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.



**17 . Exculpation and Indemnification.** No Member or Officer shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the full extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

**18 . Assignments.** The Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Member transfers all of its interest in the Company pursuant to this Section 18, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

**19. Resignation.** The Member may at any time resign from the Company. If the Member resigns pursuant to this Section 19, an additional member shall be admitted to the Company, subject to Section 20 hereof, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

**20 . Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

**21. Dissolution.**

( a ) (The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

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

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

**23. Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

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

**25. Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

**26. Sole Benefit of Member.** Except as expressly provided in Section 17, the provisions of this Agreement (including Section 11) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

above. **IN WITNESS WHEREOF**, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written

**AVIV FINANCING III, L.L.C.**

By: AVIV HEALTHCARE PROPERTIES  
OPERATING PARTNERSHIP I, L.P., a Delaware  
limited partnership, its sole member

By: AVIV HEALTHCARE PROPERTIES LIMITED  
PARTNERSHIP, a Delaware limited partnership,  
its general partner

By: AVIV REIT, INC.,  
a Maryland corporation,  
its general partner  
By:           /s/ Steven J. Insoft            
Name: Steven J. Insoft  
Its: President and Chief Operating Officer

**SECOND SUPPLEMENTAL INDENTURE  
(Senior Notes due 2027)**

**THIS SECOND SUPPLEMENTAL INDENTURE** (this "Second Supplemental Indenture") is dated as of August 4, 2015, among OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation (the "Issuer"), each of the entities listed on Schedule II hereto (collectively, the "New Subsidiaries"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

**WITNESSETH:**

**WHEREAS**, the Issuer and each of its direct and indirect subsidiaries listed on Schedule I hereto (collectively, the "Subsidiary Guarantors") have heretofore executed and delivered to the Trustee an Indenture, dated as of March 18, 2015 (as supplemented by that First Supplemental Indenture, dated as of April 1, 2015 the "Indenture") providing for the issuance of the Issuer's 4.500% Senior Notes due 2027 (the "Notes");

**WHEREAS**, Section 9.01(a)(4) of the Indenture authorizes the Issuer and the Trustee, together, to amend or supplement the Indenture, without notice to or consent of any Holder of the Notes and without the execution of such amendment or supplement by existing Subsidiary Guarantors, for the purpose of adding any additional Subsidiary Guarantee by any additional Guarantor;

**WHEREAS**, pursuant to Section 4.09 of the Indenture, the New Subsidiaries are required to become Subsidiary Guarantors;

**WHEREAS**, in Section 1.01 of the Indenture, the term "Subsidiary Guarantors" is defined to include all Persons that become a Subsidiary Guarantor by the terms of the Indenture after the Closing Date; and

**WHEREAS**, Section 10.01 of the Indenture provides that each Subsidiary Guarantor shall be a guarantor of the Issuer's obligations under the Notes, subject to the terms and conditions described in the Indenture.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the New Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

[2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

2. **AMENDMENT TO GUARANTEE.** The New Subsidiaries hereby agree, jointly and severally with all other Subsidiary Guarantors, to guarantee the Issuer's obligations under the Notes on the terms and subject to the conditions set forth in the Indenture, and to be bound by, and to receive the benefit of, all other applicable provisions of the Indenture as Subsidiary Guarantors. Such guarantee shall be evidenced by the New Subsidiaries' execution of Subsidiary Guarantees, the form of which is attached as Exhibit E to the Indenture, and shall be effective as of the date hereof.
3. **NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder, member, manager or controlling person of the New Subsidiaries, as such, shall have any liability for any obligations of the Issuer or any Subsidiary Guarantor under the Notes, any Guarantees, the Indenture or this Second Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes, by accepting and holding a Note, waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.
4. **NEW YORK LAW TO GOVERN.** The laws of the State of New York shall govern and be used to construe this Second Supplemental Indenture.
5. **COUNTERPARTS.** The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.
6. **EFFECT OF HEADINGS.** The Section headings herein are for convenience only and shall not affect the construction hereof.
7. **THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the New Subsidiaries.

**[Remainder of Page Intentionally Left Blank]**

[2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first above written.

**ISSUER:**

**OMEGA HEALTHCARE INVESTORS, INC.**,  
a Maryland corporation

By: /s/ Daniel J. Booth  
Daniel J. Booth  
Chief Operating Officer and Secretary

**SUBSIDIARY GUARANTORS:**

**OHI HEALTHCARE PROPERTIES LIMITED PARTNERSHIP**

By: Omega Healthcare Investors, Inc. as General Partner

By: /s/ Daniel J. Booth  
Daniel J. Booth  
Chief Operating Officer and Secretary

**ON BEHALF OF EACH OF THE OTHER SUBSIDIARY GUARANTORS  
LISTED ON SCHEDULE I**

By: /s/ Daniel J. Booth  
Daniel J. Booth  
Chief Operating Officer and Secretary

[Signatures continued on the following page]

[Signature Page – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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**NEW SUBSIDIARIES:**

**ON BEHALF OF EACH OF THE NEW SUBSIDIARIES LISTED ON  
SCHEDULE II**

By: /s/ Daniel J. Booth  
Daniel J. Booth  
Chief Operating Officer and Secretary

[Signatures continued on the following page]

[Signature Page – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By: /s/ David Ferrell

Name: David Ferrell

Title: Vice President

[Signature Page – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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## Schedule I

### SUBSIDIARY GUARANTORS

1. 48 High Point Road, LLC
2. 245 East Wilshire Avenue, LLC
3. 446 Sycamore Road, L.L.C.
4. 523 Hayes Lane, LLC
5. 637 East Romie Lane, LLC
6. 1200 Ely Street Holdings Co. LLC
7. 1628 B Street, LLC
8. 2400 Parkside Drive, LLC
9. 2425 Teller Avenue, LLC
10. 3806 Clayton Road, LLC
11. 11900 East Artesia Boulevard, LLC
12. 13922 Cerise Avenue, LLC
13. 42235 County Road Holdings Co. LLC
14. Alamogordo Aviv, L.L.C.
15. Albany Street Property, L.L.C.
16. Arizona Lessor - Infinia, LLC
17. Arkansas Aviv, L.L.C.
18. Arma Yates, L.L.C.
19. Avery Street Property, L.L.C
20. Aviv Asset Management, L.L.C.
21. Aviv Financing I, L.L.C.
22. Aviv Financing II, L.L.C.
23. Aviv Financing III, L.L.C.
24. Aviv Financing IV, L.L.C.
25. Aviv Financing V, L.L.C.
26. Aviv Foothills, L.L.C.
27. Aviv Healthcare Capital Corporation
28. Aviv Healthcare Properties Operating Partnership I, L.P.
29. Aviv Liberty, L.L.C.
30. Avon Ohio, L.L.C.
31. Bala Cynwyd Real Estate, LP
32. Bayside Colorado Healthcare Associates, LLC
33. Bayside Street II, LLC
34. Bayside Street, LLC (f/k/a Bayside Street, Inc.)
35. Belleville Illinois, L.L.C.
36. Bellingham II Associates, L.L.C.
37. Bethel ALF Property, L.L.C.
38. BHG Aviv, L.L.C.
39. Biglerville Road, L.L.C.
40. Bonham Texas, L.L.C.
41. Bradenton ALF Property, L.L.C.
42. Burton NH Property, L.L.C.

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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43. California Aviv Two, L.L.C.
44. California Aviv, L.L.C.
45. Camas Associates, L.L.C.
46. Canton Health Care Land, LLC (f/k/a Canton Health Care Land, Inc.)
47. Carnegie Gardens LLC
48. Casa/Sierra California Associates, L.L.C.
49. CFG 2115 Woodstock Place LLC
50. Champaign Williamson Franklin, L.L.C.
51. Chardon Ohio Property Holdings, L.L.C.
52. Chardon Ohio Property, L.L.C.
53. Chatham Aviv, L.L.C.
54. Chippewa Valley, L.L.C.
55. Clarkston Care, L.L.C.
56. Clayton Associates, L.L.C.
57. Colonial Gardens, LLC
58. Colonial Madison Associates, L.L.C.
59. Colorado Lessor - Conifer, LLC
60. Columbus Texas Aviv, L.L.C.
61. Columbus Western Avenue, L.L.C.
62. Colville Washington Property, L.L.C.
63. Commerce Nursing Homes, L.L.C.
64. Commerce Sterling Hart Drive, L.L.C.
65. Conroe Rigby Owen Road, L.L.C.
66. CR Aviv, L.L.C.
67. Crete Plus Five Property, L.L.C.
68. Crooked River Road, L.L.C.
69. CSE Albany LLC
70. CSE Amarillo LLC
71. CSE Arden L.P.
72. CSE Augusta LLC
73. CSE Bedford LLC
74. CSE Blountville LLC
75. CSE Bolivar LLC
76. CSE Cambridge LLC
77. CSE Cambridge Realty LLC
78. CSE Camden LLC
79. CSE Canton LLC
80. CSE Casablanca Holdings II LLC
81. CSE Casablanca Holdings LLC
82. CSE Cedar Rapids LLC
83. CSE Centennial Village, LP
84. CSE Chelmsford LLC
85. CSE Chesterton LLC
86. CSE Claremont LLC
87. CSE Corpus North LLC
88. CSE Denver Iliff LLC

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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89. CSE Denver LLC
90. CSE Douglas LLC
91. CSE Elkton LLC
92. CSE Elkton Realty LLC
93. CSE Fairhaven LLC
94. CSE Fort Wayne LLC
95. CSE Frankston LLC
96. CSE Georgetown LLC
97. CSE Green Bay LLC
98. CSE Hilliard LLC
99. CSE Huntingdon LLC
100. CSE Huntsville LLC
101. CSE Indianapolis-Continental LLC
102. CSE Indianapolis-Greenbriar LLC
103. CSE Jacinto City LLC
104. CSE Jefferson City LLC
105. CSE Jeffersonville-Hillcrest Center LLC
106. CSE Jeffersonville-Jennings House LLC
107. CSE Kerrville LLC
108. CSE King L.P.
109. CSE Kingsport LLC
110. CSE Knightdale L.P.
111. CSE Lake City LLC
112. CSE Lake Worth LLC
113. CSE Lakewood LLC
114. CSE Las Vegas LLC
115. CSE Lawrenceburg LLC
116. CSE Lenoir L.P.
117. CSE Lexington Park LLC
118. CSE Lexington Park Realty LLC
119. CSE Ligonier LLC
120. CSE Live Oak LLC
121. CSE Lowell LLC
122. CSE Marianna Holdings LLC
123. CSE Memphis LLC
124. CSE Mobile LLC
125. CSE Moore LLC
126. CSE North Carolina Holdings I LLC
127. CSE North Carolina Holdings II LLC
128. CSE Omro LLC
129. CSE Orange Park LLC
130. CSE Orlando-Pinar Terrace Manor LLC
131. CSE Orlando-Terra Vista Rehab LLC
132. CSE Pennsylvania Holdings, LP
133. CSE Piggott LLC
134. CSE Pilot Point LLC

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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135. CSE Pine View LLC
136. CSE Ponca City LLC
137. CSE Port St. Lucie LLC
138. CSE Richmond LLC
139. CSE Ripley LLC
140. CSE Ripon LLC
141. CSE Safford LLC
142. CSE Salina LLC
143. CSE Seminole LLC
144. CSE Shawnee LLC
145. CSE Spring Branch LLC
146. CSE Stillwater LLC
147. CSE Taylorsville LLC
148. CSE Texarkana LLC
149. CSE Texas City LLC
150. CSE The Village LLC
151. CSE Upland LLC
152. CSE Walnut Cove L.P.
153. CSE West Point LLC
154. CSE Whitehouse LLC
155. CSE Williamsport LLC
156. CSE Winter Haven LLC
157. CSE Woodfin L.P.
158. CSE Yorktown LLC
159. Cuyahoga Falls Property, L.L.C.
160. Dallas Two Property, L.L.C.
161. Danbury ALF Property, L.L.C.
162. Darien ALF Property, L.L.C.
163. Delta Investors I, LLC
164. Delta Investors II, LLC
165. Denison Texas, L.L.C.
166. Desert Lane LLC
167. Dixie White House Nursing Home, LLC (f/k/a Dixie White House Nursing Home, Inc.)
168. Dixon Health Care Center, LLC (f/k/a Dixon Health Care Center, Inc.)
169. East Rollins Street, L.L.C.
170. Edgewood Drive Property, L.L.C.
171. Effingham Associates, L.L.C.
172. Elite Mattoon, L.L.C.
173. Elite Yorkville, L.L.C.
174. Encanto Senior Care, LLC
175. Falcon Four Property Holding, L.L.C.
176. Falcon Four Property, L.L.C.
177. Falfurrias Texas, L.L.C.
178. Florida ALF Properties, L.L.C.
179. Florida Four Properties, L.L.C.

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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180. Florida Lessor – Meadowview, LLC
181. Florida Real Estate Company, LLC
182. Fort Stockton Property, L.L.C.
183. Four Fountains Aviv, L.L.C.
184. Fredericksburg South Adams Street, L.L.C.
185. Freewater Oregon, L.L.C.
186. Fullerton California, L.L.C.
187. Gardnerville Property, L.L.C.
188. Georgia Lessor - Bonterra/Parkview, LLC
189. Germantown Property, L.L.C.
190. Giltex Care, L.L.C.
191. Glendale NH Property, L.L.C.
192. Golden Hill Real Estate Company, LLC
193. Gonzales Texas Property, L.L.C.
194. Great Bend Property, L.L.C.
195. Greenbough, LLC
196. Greenville Kentucky Property, L.L.C.
197. Heritage Monterey Associates, L.L.C.
198. HHM Aviv, L.L.C.
199. Hidden Acres Property, L.L.C.
200. Highland Leasehold, L.L.C.
201. Hobbs Associates, L.L.C.
202. Hot Springs Atrium Owner, LLC
203. Hot Springs Aviv, L.L.C.
204. Hot Springs Cottages Owner, LLC
205. Hot Springs Marina Owner, LLC
206. Houston Texas Aviv, L.L.C.
207. Hutchinson Kansas, L.L.C.
208. Hutton I Land, LLC (f/k/a Hutton I Land, Inc.)
209. Hutton II Land, LLC (f/k/a Hutton II Land, Inc.)
210. Hutton III Land, LLC (f/k/a Hutton III Land, Inc.)
211. Idaho Associates, L.L.C.
212. Illinois Missouri Properties, L.L.C.
213. Indiana Lessor – Wellington Manor, LLC
214. Iowa Lincoln County Property, L.L.C.
215. Jasper Springhill Street, L.L.C.
216. Kansas Five Property, L.L.C.
217. Karan Associates Two, L.L.C.
218. Karan Associates, L.L.C.
219. Karissa Court Property, L.L.C.
220. KB Northwest Associates, L.L.C.
221. Kentucky NH Properties, L.L.C.
222. Kingsville Texas, L.L.C.
223. LAD I Real Estate Company, LLC
224. Leatherman 90-1, LLC (f/k/a Leatherman 90-1, Inc.)

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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- 225. Leatherman Partnership 89-1, LLC (f/k/a Leatherman Partnership 89-1, Inc.)
- 226. Leatherman Partnership 89-2, LLC (f/k/a Leatherman Partnership 89-2, Inc.)
- 227. Louisville Dutchmans Property, L.L.C.
- 228. Magnolia Drive Property, L.L.C.
- 229. Manor Associates, L.L.C.
- 230. Mansfield Aviv, L.L.C.
- 231. Massachusetts Nursing Homes, L.L.C.
- 232. McCarthy Street Property, L.L.C.
- 233. Meridian Arms Land, LLC (f/k/a Meridian Arms Land, Inc.)
- 234. Minnesota Associates, L.L.C.
- 235. Mishawaka Property, L.L.C.
- 236. Missouri Associates, L.L.C.
- 237. Missouri Regency Associates, L.L.C.
- 238. Montana Associates, L.L.C.
- 239. Monterey Park Leasehold Mortgage, L.L.C.
- 240. Mount Washington Property, L.L.C.
- 241. Mt. Vernon Texas, L.L.C.
- 242. Murray County, L.L.C.
- 243. Muscatine Toledo Properties, L.L.C.
- 244. N.M. Bloomfield Three Plus One Limited Company
- 245. N.M. Espanola Three Plus One Limited Company
- 246. N.M. Lordsburg Three Plus One Limited Company
- 247. N.M. Silver City Three Plus One Limited Company
- 248. New Hope Property, L.L.C.
- 249. Newtown ALF Property, L.L.C.
- 250. Nicholasville Kentucky Property, L.L.C.
- 251. North Las Vegas LLC
- 252. North Royalton Ohio Property, L.L.C.
- 253. Norwalk ALF Property, L.L.C.
- 254. NRS Ventures, L.L.C.
- 255. Oakland Nursing Homes, L.L.C.
- 256. Ocean Springs Nursing Home, LLC (f/k/a Ocean Springs Nursing Home, Inc.)
- 257. October Associates, L.L.C.
- 258. Ogden Associates, L.L.C.
- 259. OHI (Connecticut), LLC
- 260. OHI (Illinois), LLC(f/k/a OHI (Illinois), Inc.)
- 261. OHI (Indiana), LLC
- 262. OHI (Iowa), LLC(f/k/a OHI (Iowa), Inc.)
- 263. OHI Asset (AR) Ash Flat, LLC
- 264. OHI Asset (AR) Camden, LLC
- 265. OHI Asset (AR) Conway, LLC
- 266. OHI Asset (AR) Des Arc, LLC
- 267. OHI Asset (AR) Hot Springs, LLC

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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- 268. OHI Asset (AR) Malvern, LLC
- 269. OHI Asset (AR) Mena, LLC
- 270. OHI Asset (AR) Pocahontas, LLC
- 271. OHI Asset (AR) Sheridan, LLC
- 272. OHI Asset (AR) Walnut Ridge, LLC
- 273. OHI Asset (AZ) Austin House, LLC
- 274. OHI Asset (CA), LLC
- 275. OHI Asset (CO), LLC
- 276. OHI Asset (CT) Lender, LLC
- 277. OHI Asset (FL) Lake Placid, LLC
- 278. OHI Asset (FL) Lender, LLC
- 279. OHI Asset (FL) Lutz, LLC
- 280. OHI Asset (FL), LLC
- 281. OHI Asset (GA) Macon, LLC
- 282. OHI Asset (GA) Moultrie, LLC
- 283. OHI Asset (GA) Snellville, LLC
- 284. OHI Asset (ID) Holly, LLC
- 285. OHI Asset (ID) Midland, LLC
- 286. OHI Asset (ID), LLC
- 287. OHI Asset (IL), LLC
- 288. OHI Asset (IN) American Village, LLC
- 289. OHI Asset (IN) Anderson, LLC
- 290. OHI Asset (IN) Beech Grove, LLC
- 291. OHI Asset (IN) Clarksville, LLC
- 292. OHI Asset (IN) Clinton, LLC
- 293. OHI Asset (IN) Connersville, LLC
- 294. OHI Asset (IN) Crown Point, LLC
- 295. OHI Asset (IN) Eagle Valley, LLC
- 296. OHI Asset (IN) Elkhart, LLC
- 297. OHI Asset (IN) Forest Creek, LLC
- 298. OHI Asset (IN) Fort Wayne, LLC
- 299. OHI Asset (IN) Franklin, LLC
- 300. OHI Asset (IN) Greensburg, LLC
- 301. OHI Asset (IN) Indianapolis, LLC
- 302. OHI Asset (IN) Jasper, LLC
- 303. OHI Asset (IN) Kokomo, LLC
- 304. OHI Asset (IN) Lafayette, LLC
- 305. OHI Asset (IN) Madison, LLC
- 306. OHI Asset (IN) Monticello, LLC
- 307. OHI Asset (IN) Noblesville, LLC
- 308. OHI Asset (IN) Rosewalk, LLC
- 309. OHI Asset (IN) Salem, LLC
- 310. OHI Asset (IN) Seymour, LLC
- 311. OHI Asset (IN) Spring Mill, LLC
- 312. OHI Asset (IN) Terre Haute, LLC
- 313. OHI Asset (IN) Wabash, LLC

- 314. OHI Asset (IN) Westfield, LLC
- 315. OHI Asset (IN) Zionsville, LLC
- 316. OHI Asset (LA), LLC
- 317. OHI Asset (MD), LLC
- 318. OHI Asset (MI) Heather Hills, LLC
- 319. OHI Asset (MI), LLC
- 320. OHI Asset (MO), LLC
- 321. OHI Asset (MS) Byhalia, LLC
- 322. OHI Asset (MS) Cleveland, LLC
- 323. OHI Asset (MS) Clinton, LLC
- 324. OHI Asset (MS) Columbia, LLC
- 325. OHI Asset (MS) Corinth, LLC
- 326. OHI Asset (MS) Greenwood, LLC
- 327. OHI Asset (MS) Grenada, LLC
- 328. OHI Asset (MS) Holly Springs, LLC
- 329. OHI Asset (MS) Indianola, LLC
- 330. OHI Asset (MS) Natchez, LLC
- 331. OHI Asset (MS) Picayune, LLC
- 332. OHI Asset (MS) Vicksburg, LLC
- 333. OHI Asset (MS) Yazoo City, LLC
- 334. OHI Asset (NC) Wadesboro, LLC
- 335. OHI Asset (OH) Lender, LLC
- 336. OHI Asset (OH), LLC
- 337. OHI Asset (OR) Portland, LLC
- 338. OHI Asset (OR) Troutdale, LLC
- 339. OHI Asset (PA) GP, LLC
- 340. OHI Asset (PA) West Mifflin, LP
- 341. OHI Asset (PA), LLC
- 342. OHI Asset (PA), LP
- 343. OHI Asset (SC) Aiken, LLC
- 344. OHI Asset (SC) Anderson, LLC
- 345. OHI Asset (SC) Easley Anne, LLC
- 346. OHI Asset (SC) Easley Crestview, LLC
- 347. OHI Asset (SC) Edgefield, LLC
- 348. OHI Asset (SC) Greenville Griffith, LLC
- 349. OHI Asset (SC) Greenville Laurens, LLC
- 350. OHI Asset (SC) Greenville North, LLC
- 351. OHI Asset (SC) Greenville, LLC
- 352. OHI Asset (SC) Greer, LLC
- 353. OHI Asset (SC) Marietta, LLC
- 354. OHI Asset (SC) McCormick, LLC
- 355. OHI Asset (SC) Orangeburg, LLC
- 356. OHI Asset (SC) Pickens East Cedar, LLC
- 357. OHI Asset (SC) Pickens Rosemond, LLC
- 358. OHI Asset (SC) Piedmont, LLC
- 359. OHI Asset (SC) Simpsonville SE Main, LLC



- 360. OHI Asset (SC) Simpsonville West Broad, LLC
- 361. OHI Asset (SC) Simpsonville West Curtis, LLC
- 362. OHI Asset (TN) Bartlett, LLC
- 363. OHI Asset (TN) Collierville, LLC
- 364. OHI Asset (TN) Jefferson City, LLC
- 365. OHI Asset (TN) Memphis, LLC
- 366. OHI Asset (TN) Rogersville, LLC
- 367. OHI Asset (TX) Anderson, LLC
- 368. OHI Asset (TX) Bryan, LLC
- 369. OHI Asset (TX) Burleson, LLC
- 370. OHI Asset (TX) College Station, LLC
- 371. OHI Asset (TX) Comfort, LLC
- 372. OHI Asset (TX) Diboll, LLC
- 373. OHI Asset (TX) Granbury, LLC
- 374. OHI Asset (TX) Hondo, LLC
- 375. OHI Asset (TX) Italy, LLC
- 376. OHI Asset (TX) Winnsboro, LLC
- 377. OHI Asset (TX), LLC
- 378. OHI Asset (UT) Ogden, LLC
- 379. OHI Asset (UT) Provo, LLC
- 380. OHI Asset (UT) Roy, LLC
- 381. OHI Asset (VA) Charlottesville, LLC
- 382. OHI Asset (VA) Farmville, LLC
- 383. OHI Asset (VA) Hillsville, LLC
- 384. OHI Asset (VA) Rocky Mount, LLC
- 385. OHI Asset (WA) Battle Ground, LLC
- 386. OHI Asset (WV) Danville, LLC
- 387. OHI Asset (WV) Ivydale, LLC
- 388. OHI Asset CHG ALF, LLC
- 389. OHI Asset CSB LLC
- 390. OHI Asset CSE – E, LLC
- 391. OHI Asset CSE – U, LLC
- 392. OHI Asset CSE–E Subsidiary, LLC
- 393. OHI Asset CSE–U Subsidiary, LLC
- 394. OHI Asset HUD CFG, LLC
- 395. OHI Asset HUD Delta, LLC
- 396. OHI Asset HUD SF CA, LLC
- 397. OHI Asset HUD SF, LLC
- 398. OHI Asset HUD WO, LLC
- 399. OHI Asset II (CA), LLC
- 400. OHI Asset II (FL), LLC
- 401. OHI Asset II (PA), LP
- 402. OHI Asset III (PA), LP
- 403. OHI Asset IV (PA) Silver Lake Trust
- 404. OHI Asset Management, LLC
- 405. OHI Asset RO PMM Services, LLC

- 406. OHI Asset RO, LLC
- 407. OHI Asset, LLC
- 408. OHI Healthcare Properties Holdco, Inc.
- 409. OHI Healthcare Properties Limited Partnership
- 410. OHI Mezz Lender, LLC
- 411. OHI Tennessee, LLC (f/k/a OHI Tennessee, Inc.)
- 412. OHIMA, LLC (f/k/a OHIMA, Inc.)
- 413. Ohio Aviv Three, L.L.C.
- 414. Ohio Aviv Two, L.L.C.
- 415. Ohio Aviv, L.L.C.
- 416. Ohio Indiana Property, L.L.C.
- 417. Ohio Pennsylvania Property, L.L.C.
- 418. Oklahoma Two Property, L.L.C.
- 419. Oklahoma Warr Wind, L.L.C.
- 420. Omaha Associates, L.L.C.
- 421. Omega TRS I, Inc.
- 422. Orange ALF Property, L.L.C.
- 423. Orange Village Care Center, LLC (f/k/a Orange Village Care Center, Inc.)
- 424. Orange, L.L.C.
- 425. Oregon Associates, L.L.C.
- 426. Oso Avenue Property, L.L.C.
- 427. Ostrom Avenue Property, L.L.C.
- 428. Panama City Nursing Center LLC
- 429. Pavillion North Partners, LLC
- 430. Pavillion North, LLP
- 431. Pavillion Nursing Center North, LLC
- 432. Peabody Associates Two, L.L.C.
- 433. Peabody Associates, L.L.C.
- 434. Pennington Road Property, L.L.C.
- 435. Pensacola Real Estate Holdings I, LLC (f/k/a Pensacola Real Estate Holdings I, Inc.)
- 436. Pensacola Real Estate Holdings II, LLC (f/k/a Pensacola Real Estate Holdings II, Inc.)
- 437. Pensacola Real Estate Holdings III, LLC (f/k/a Pensacola Real Estate Holdings III, Inc.)
- 438. Pensacola Real Estate Holdings IV, LLC (f/k/a Pensacola Real Estate Holdings IV, Inc.)
- 439. Pensacola Real Estate Holdings V, LLC (f/k/a Pensacola Real Estate Holdings V, Inc.)
- 440. Pocatello Idaho Property, L.L.C.
- 441. Pomona Vista L.L.C.
- 442. Prescott Arkansas, L.L.C.
- 443. PV Realty–Willow Tree, LLC
- 444. Raton Property Limited Company
- 445. Ravenna Ohio Property, L.L.C.

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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- 446. Red Rocks, L.L.C.
- 447. Richland Washington, L.L.C.
- 448. Riverside Nursing Home Associates Two, L.L.C.
- 449. Riverside Nursing Home Associates, L.L.C.
- 450. Rockingham Drive Property, L.L.C.
- 451. Rose Baldwin Park Property L.L.C.
- 452. S.C. Portfolio Property, L.L.C.
- 453. Salem Associates, L.L.C.
- 454. San Juan NH Property, LLC
- 455. Sandalwood Arkansas Property, L.L.C.
- 456. Santa Ana-Bartlett, L.L.C.
- 457. Santa Fe Missouri Associates, L.L.C.
- 458. Savoy/Bonham Venture, L.L.C.
- 459. Searcy Aviv, L.L.C.
- 460. Sedgwick Properties, L.L.C.
- 461. Seguin Texas Property, L.L.C.
- 462. Sierra Ponds Property, L.L.C.
- 463. Skyler Boyington, LLC (f/k/a Skyler Boyington, Inc.)
- 464. Skyler Florida, LLC (f/k/a Skyler Florida, Inc.)
- 465. Skyler Maitland LLC
- 466. Skyler Pensacola, LLC (f/k/a Skyler Pensacola, Inc.)
- 467. Skyview Associates, L.L.C.
- 468. Southeast Missouri Property, L.L.C.
- 469. Southern California Nevada, L.L.C.
- 470. St. Joseph Missouri Property, L.L.C.
- 471. St. Mary's Properties, LLC (f/k/a St. Mary's Properties, Inc.)
- 472. Star City Arkansas, L.L.C.
- 473. Stephenville Texas Property, L.L.C.
- 474. Sterling Acquisition, LLC
- 475. Stevens Avenue Property, L.L.C.
- 476. Sun-Mesa Properties, L.L.C.
- 477. Suwanee, LLC
- 478. Texas Fifteen Property, L.L.C.
- 479. Texas Four Property, L.L.C.
- 480. Texas Lessor – Stonegate GP, LLC
- 481. Texas Lessor – Stonegate, Limited, LLC
- 482. Texas Lessor – Stonegate, LP
- 483. Texhoma Avenue Property, L.L.C.
- 484. The Suburban Pavilion, LLC (f/k/a The Suburban Pavilion, Inc.)
- 485. Tujunga, L.L.C.
- 486. Tulare County Property, L.L.C.
- 487. VRB Aviv, L.L.C.
- 488. Washington Idaho Property, L.L.C.
- 489. Washington Lessor – Silverdale, LLC
- 490. Washington-Oregon Associates, L.L.C.
- 491. Watauga Associates, L.L.C.

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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- 492. Wellington Leasehold, L.L.C.
- 493. West Pearl Street, L.L.C.
- 494. West Yarmouth Property I, L.L.C.
- 495. Wheeler Healthcare Associates, L.L.C.
- 496. Whitlock Street Property, L.L.C.
- 497. Wilcare, LLC
- 498. Willis Texas Aviv, L.L.C.
- 499. Yuba Aviv, L.L.C.

[Schedule I – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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## Schedule II

### NEW SUBSIDIARIES

1. 3232 Artesia Real Estate, LLC
2. CHR Bartow LLC
3. CHR Boca Raton LLC
4. CHR Bradenton LLC
5. CHR Cape Coral LLC
6. CHR Fort Myers LLC
7. CHR Fort Walton Beach LLC
8. CHR Lake Wales LLC
9. CHR Lakeland LLC
10. CHR Pompano Beach Broward LLC
11. CHR Pompano Beach LLC
12. CHR Sanford LLC
13. CHR Spring Hill LLC
14. CHR St. Pete Bay LLC
15. CHR St. Pete Egret LLC
16. CHR Tampa Carrollwood LLC
17. CHR Tampa LLC
18. CHR Tarpon Springs LLC
19. CHR Titusville LLC
20. G&L Gardens, LLC
21. OHI Asset (GA) Dunwoody, LLC
22. OHI Asset (GA) Roswell, LLC
23. OHI Asset (LA) Baton Rouge, LLC
24. OHI Asset (NY) 2nd Avenue, LLC
25. OHI Asset (NY) 93rd Street, LLC
26. Palm Valley Senior Care, LLC
27. Ridgecrest Senior Care, LLC
28. Westerville Ohio Office Property, L.L.C.
29. OHI Asset HUD H-F, LLC

[Schedule II – 2<sup>nd</sup> Supplemental Indenture – 2027 Notes]

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October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special counsel to Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and by the subsidiary guarantors listed on Schedule I (the "Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015 and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;

- (5) the charter, certificate or articles of incorporation, formation and bylaws, limited liability company agreement, limited partnership agreement or other organizational documents of the Parent and each of the Guarantors incorporated, formed or organized under the laws of the States of Arizona, California, Colorado, Delaware, Illinois, Maryland, and Texas (such Guarantors, as so identified on Schedule I, being sometimes collectively referred to herein as the “Identified Guarantors”), as in effect on the date hereof and as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of the Parent or the Identified Guarantors (the “Organizational Documents”);
- (6) a certificate of legal existence and good standing for the Parent and each of the Identified Guarantors as of the date indicated on Schedule II; and
- (7) certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of the Parent and each of the Identified Guarantors, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the “Transaction Documents.” The documents referenced as items (1) through (7) above are collectively referred to as the “Reviewed Documents.”

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate, limited liability company, limited partnership records, agreements and instruments of the Parent and of the Identified Guarantors, certificates of public officials and officers or other appropriate representatives of the Parent and the Identified Guarantors, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission’s Electronic Data Gathering Analysis and Retrieval system (“EDGAR”) or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Parent and the Identified Guarantors.

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In connection herewith, we have assumed that, other than with respect to the Parent and the Guarantors, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

We have further assumed, with your permission, that (i) each of the Guarantors other than the Identified Guarantors (each, an "Other Guarantor," and collectively, the "Other Guarantors") has been duly organized and is validly existing in good standing under the laws of its state of organization, (ii) the execution and delivery by each such Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (corporate or other) on its part, (iii) each of the Transaction Documents to which any Other Guarantor is a party has been duly executed and delivered by each such Other Guarantor and (iv) the execution and delivery by each Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder do not result in any violation by it of the provisions of its organizational documents. We understand that you are receiving opinion letters, dated the date hereof, from the various law firms indicated on Schedule III (the "Local Counsel Opinions"), as to the validity and binding nature of the Guarantees against the Other Guarantors under the laws of the Other Guarantors' respective states of organization, and that such opinion letters are being filed as exhibits to the Registration Statement as indicated on Schedule III. With your permission we have assumed the correctness of the conclusions set forth in the Local Counsel Opinions and express no opinion herein with regard thereto.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantees (in the form examined by us) have been duly executed by the Guarantors, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto:

- (1) the Exchange Notes will constitute valid and binding obligations of the Parent; and
- (2) each Guarantee will constitute a valid and binding obligation of the Guarantor that is a party thereto.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

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( a ) Our opinions set forth herein reflect only the application of applicable Arizona, California, Colorado, Illinois, New York and Texas State law (excluding the securities and blue sky laws of such states, as to which we express no opinion), and to the extent required by the foregoing opinions, the General Corporation Law of the State of Delaware (8 Delaware Code Chapter 1), the Delaware Limited Liability Company Act (6 Delaware Code Chapter 18), and the Delaware Revised Uniform Limited Partnership Act (6 Delaware Code Chapter 17), the Maryland General Corporation Law (Titles 1-3, Corporations and Associations, Maryland Code), the Maryland Limited Liability Company Act (Title 4A, Corporations and Associations, Maryland Code), and the Maryland Uniform Revised Limited Partnership Act (Title 9A, Corporations and Associations, Maryland Code) (the jurisdictions referred to in this sentence being sometimes collectively referred to herein as the "Opinion Jurisdictions"). The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of the laws of any jurisdiction other than the Opinion Jurisdictions, or in the case of Delaware and Maryland, any other laws of such states.

(b) Our opinions contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(c) Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

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(d) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantees (collectively, the “Operative Documents”) purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent, any Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(e) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the Opinion Jurisdictions; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Guarantors.

(f) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as set forth above. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption “Legal Matters” in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Bryan Cave LLP

Bryan Cave LLP

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Schedule I

Guarantors

Entity Name	State or other jurisdiction of formation
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware

Entity Name	State or other jurisdiction of formation
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver IIff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware

Entity Name	State or other jurisdiction of formation
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware



Entity Name	State or other jurisdiction of formation
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93rd Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset CSE–E Subsidiary, LLC	Delaware
OHI Asset CSE–U Subsidiary, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujunga, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skyler Pensacola, LLC	Florida

Entity Name	State or other jurisdiction of formation
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa
Sterling Acquisition, LLC	Kentucky
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi
Ocean Springs Nursing Home, LLC	Mississippi

Entity Name	State or other jurisdiction of formation
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary's Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio
Bala Cynwyd Real Estate, LP	Pennsylvania
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Wheeler Healthcare Associates, L.L.C.	Texas

Schedule II

LIST OF GOOD STANDING CERTIFICATES  
(Omega Healthcare Investors, Inc. and each Identified Guarantor)

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
Encanto Senior Care, LLC	Arizona	August 12, 2015
G&L Gardens, LLC	Arizona	August 12, 2015
Palm Valley Senior Care, LLC	Arizona	August 12, 2015
Ridgecrest Senior Care, LLC	Arizona	August 12, 2015
11900 East Artesia Boulevard, LLC	California	August 13, 2015
13922 Cerise Avenue, LLC	California	August 13, 2015
1628 B Street, LLC	California	August 13, 2015
2400 Parkside Drive, LLC	California	August 13, 2015
245 East Wilshire Avenue, LLC	California	August 13, 2015
3232 Artesia Real Estate, LLC	California	August 13, 2015
3806 Clayton Road, LLC	California	August 13, 2015
523 Hayes Lane, LLC	California	August 13, 2015
637 East Romie Lane, LLC	California	August 13, 2015
Golden Hill Real Estate Company, LLC	California	August 13, 2015
2425 Teller Avenue, LLC	Colorado	August 13, 2015
Bayside Colorado Healthcare Associates, LLC	Colorado	August 13, 2015
446 Sycamore Road, L.L.C.	Delaware	August 14, 2015
Albany Street Property, L.L.C.	Delaware	August 14, 2015
Arkansas Aviv, L.L.C.	Delaware	August 14, 2015
Arma Yates, L.L.C.	Delaware	August 14, 2015
Avery Street Property, L.L.C	Delaware	August 14, 2015
Aviv Asset Management, L.L.C.	Delaware	August 14, 2015
Aviv Financing I, L.L.C.	Delaware	August 14, 2015
Aviv Financing II, L.L.C.	Delaware	August 14, 2015
Aviv Financing III, L.L.C.	Delaware	August 14, 2015
Aviv Financing IV, L.L.C.	Delaware	August 14, 2015
Aviv Financing V, L.L.C.	Delaware	August 14, 2015
Aviv Foothills, L.L.C.	Delaware	August 14, 2015
Aviv Healthcare Capital Corporation	Delaware	August 14, 2015
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware	August 14, 2015
Aviv Liberty, L.L.C.	Delaware	August 14, 2015
Avon Ohio, L.L.C.	Delaware	August 14, 2015
Bayside Street II, LLC	Delaware	August 14, 2015
Belleville Illinois, L.L.C.	Delaware	August 14, 2015
Bellingham II Associates, L.L.C.	Delaware	August 14, 2015
Bethel ALF Property, L.L.C.	Delaware	August 14, 2015
BHG Aviv, L.L.C.	Delaware	August 14, 2015
Biglerville Road, L.L.C.	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
Bonham Texas, L.L.C.	Delaware	August 14, 2015
Bradenton ALF Property, L.L.C.	Delaware	August 14, 2015
Burton NH Property, L.L.C.	Delaware	August 14, 2015
California Aviv Two, L.L.C.	Delaware	August 14, 2015
California Aviv, L.L.C.	Delaware	August 14, 2015
Camas Associates, L.L.C.	Delaware	August 14, 2015
Carnegie Gardens LLC	Delaware	August 14, 2015
Casa/Sierra California Associates, L.L.C.	Delaware	August 14, 2015
CFG 2115 Woodstock Place LLC	Delaware	August 14, 2015
Champaign Williamson Franklin, L.L.C.	Delaware	August 14, 2015
Chardon Ohio Property Holdings, L.L.C.	Delaware	August 14, 2015
Chardon Ohio Property, L.L.C.	Delaware	August 14, 2015
Chatham Aviv, L.L.C.	Delaware	August 14, 2015
CHR Bartow LLC	Delaware	August 14, 2015
CHR Boca Raton LLC	Delaware	August 14, 2015
CHR Bradenton LLC	Delaware	August 14, 2015
CHR Cape Coral LLC	Delaware	August 14, 2015
CHR Fort Myers LLC	Delaware	August 14, 2015
CHR Fort Walton Beach LLC	Delaware	August 14, 2015
CHR Lake Wales LLC	Delaware	August 14, 2015
CHR Lakeland LLC	Delaware	August 14, 2015
CHR Pompano Beach Broward LLC	Delaware	August 14, 2015
CHR Pompano Beach LLC	Delaware	August 14, 2015
CHR Sanford LLC	Delaware	August 14, 2015
CHR Spring Hill LLC	Delaware	August 14, 2015
CHR St. Pete Bay LLC	Delaware	August 14, 2015
CHR St. Pete Egret LLC	Delaware	August 14, 2015
CHR Tampa Carrollwood LLC	Delaware	August 14, 2015
CHR Tampa LLC	Delaware	August 14, 2015
CHR Tarpon Springs LLC	Delaware	August 14, 2015
CHR Titusville LLC	Delaware	August 14, 2015
Clarkston Care, L.L.C.	Delaware	August 14, 2015
Colonial Madison Associates, L.L.C.	Delaware	August 14, 2015
Columbus Texas Aviv, L.L.C.	Delaware	August 14, 2015
Columbus Western Avenue, L.L.C.	Delaware	August 14, 2015
Colville Washington Property, L.L.C.	Delaware	August 14, 2015
Commerce Sterling Hart Drive, L.L.C.	Delaware	August 14, 2015
Conroe Rigby Owen Road, L.L.C.	Delaware	August 14, 2015
CR Aviv, L.L.C.	Delaware	August 14, 2015
Crete Plus Five Property, L.L.C.	Delaware	August 14, 2015
Crooked River Road, L.L.C.	Delaware	August 14, 2015
CSE Albany LLC	Delaware	August 14, 2015
CSE Amarillo LLC	Delaware	August 14, 2015
CSE Arden L.P.	Delaware	August 14, 2015
CSE Augusta LLC	Delaware	August 14, 2015



Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
CSE Bedford LLC	Delaware	August 14, 2015
CSE Blountville LLC	Delaware	August 14, 2015
CSE Bolivar LLC	Delaware	August 14, 2015
CSE Cambridge LLC	Delaware	August 14, 2015
CSE Cambridge Realty LLC	Delaware	August 14, 2015
CSE Camden LLC	Delaware	August 14, 2015
CSE Canton LLC	Delaware	August 14, 2015
CSE Casablanca Holdings II LLC	Delaware	August 14, 2015
CSE Casablanca Holdings LLC	Delaware	August 14, 2015
CSE Cedar Rapids LLC	Delaware	August 14, 2015
CSE Centennial Village, LP	Delaware	August 14, 2015
CSE Chelmsford LLC	Delaware	August 14, 2015
CSE Chesterton LLC	Delaware	August 14, 2015
CSE Claremont LLC	Delaware	August 14, 2015
CSE Corpus North LLC	Delaware	August 14, 2015
CSE Denver Iloff LLC	Delaware	August 14, 2015
CSE Denver LLC	Delaware	August 14, 2015
CSE Douglas LLC	Delaware	August 14, 2015
CSE Elkton LLC	Delaware	August 14, 2015
CSE Elkton Realty LLC	Delaware	August 14, 2015
CSE Fairhaven LLC	Delaware	August 14, 2015
CSE Fort Wayne LLC	Delaware	August 14, 2015
CSE Frankston LLC	Delaware	August 14, 2015
CSE Georgetown LLC	Delaware	August 14, 2015
CSE Green Bay LLC	Delaware	August 14, 2015
CSE Hilliard LLC	Delaware	August 14, 2015
CSE Huntingdon LLC	Delaware	August 14, 2015
CSE Huntsville LLC	Delaware	August 14, 2015
CSE Indianapolis-Continental LLC	Delaware	August 14, 2015
CSE Indianapolis-Greenbriar LLC	Delaware	August 14, 2015
CSE Jacinto City LLC	Delaware	August 14, 2015
CSE Jefferson City LLC	Delaware	August 14, 2015
CSE Jeffersonville-Hillcrest Center LLC	Delaware	August 14, 2015
CSE Jeffersonville-Jennings House LLC	Delaware	August 14, 2015
CSE Kerrville LLC	Delaware	August 14, 2015
CSE King L.P.	Delaware	August 14, 2015
CSE Kingsport LLC	Delaware	August 14, 2015
CSE Knightdale L.P.	Delaware	August 14, 2015
CSE Lake City LLC	Delaware	August 14, 2015
CSE Lake Worth LLC	Delaware	August 14, 2015
CSE Lakewood LLC	Delaware	August 14, 2015
CSE Las Vegas LLC	Delaware	August 14, 2015
CSE Lawrenceburg LLC	Delaware	August 14, 2015
CSE Lenoir L.P.	Delaware	August 14, 2015
CSE Lexington Park LLC	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
CSE Lexington Park Realty LLC	Delaware	August 14, 2015
CSE Ligonier LLC	Delaware	August 14, 2015
CSE Live Oak LLC	Delaware	August 14, 2015
CSE Lowell LLC	Delaware	August 14, 2015
CSE Marianna Holdings LLC	Delaware	August 14, 2015
CSE Memphis LLC	Delaware	August 14, 2015
CSE Mobile LLC	Delaware	August 14, 2015
CSE Moore LLC	Delaware	August 14, 2015
CSE North Carolina Holdings I LLC	Delaware	August 14, 2015
CSE North Carolina Holdings II LLC	Delaware	August 14, 2015
CSE Omro LLC	Delaware	August 14, 2015
CSE Orange Park LLC	Delaware	August 14, 2015
CSE Orlando-Pinar Terrace Manor LLC	Delaware	August 14, 2015
CSE Orlando-Terra Vista Rehab LLC	Delaware	August 14, 2015
CSE Pennsylvania Holdings, LP	Delaware	August 14, 2015
CSE Piggott LLC	Delaware	August 14, 2015
CSE Pilot Point LLC	Delaware	August 14, 2015
CSE Pine View LLC	Delaware	August 14, 2015
CSE Ponca City LLC	Delaware	August 14, 2015
CSE Port St. Lucie LLC	Delaware	August 14, 2015
CSE Richmond LLC	Delaware	August 14, 2015
CSE Ripley LLC	Delaware	August 14, 2015
CSE Ripon LLC	Delaware	August 14, 2015
CSE Safford LLC	Delaware	August 14, 2015
CSE Salina LLC	Delaware	August 14, 2015
CSE Seminole LLC	Delaware	August 14, 2015
CSE Shawnee LLC	Delaware	August 14, 2015
CSE Spring Branch LLC	Delaware	August 14, 2015
CSE Stillwater LLC	Delaware	August 14, 2015
CSE Taylorsville LLC	Delaware	August 14, 2015
CSE Texarkana LLC	Delaware	August 14, 2015
CSE Texas City LLC	Delaware	August 14, 2015
CSE The Village LLC	Delaware	August 14, 2015
CSE Upland LLC	Delaware	August 14, 2015
CSE Walnut Cove L.P.	Delaware	August 14, 2015
CSE West Point LLC	Delaware	August 14, 2015
CSE Whitehouse LLC	Delaware	August 14, 2015
CSE Williamsport LLC	Delaware	August 14, 2015
CSE Winter Haven LLC	Delaware	August 14, 2015
CSE Woodfin L.P.	Delaware	August 14, 2015
CSE Yorktown LLC	Delaware	August 14, 2015
Cuyahoga Falls Property, L.L.C.	Delaware	August 14, 2015
Dallas Two Property, L.L.C.	Delaware	August 14, 2015
Danbury ALF Property, L.L.C.	Delaware	August 14, 2015
Darien ALF Property, L.L.C.	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
Denison Texas, L.L.C.	Delaware	August 14, 2015
Desert Lane LLC	Delaware	August 14, 2015
East Rollins Street, L.L.C.	Delaware	August 14, 2015
Edgewood Drive Property, L.L.C.	Delaware	August 14, 2015
Elite Mattoon, L.L.C.	Delaware	August 14, 2015
Elite Yorkville, L.L.C.	Delaware	August 14, 2015
Falcon Four Property Holding, L.L.C.	Delaware	August 14, 2015
Falcon Four Property, L.L.C.	Delaware	August 14, 2015
Falfurrias Texas, L.L.C.	Delaware	August 14, 2015
Florida ALF Properties, L.L.C.	Delaware	August 14, 2015
Florida Four Properties, L.L.C.	Delaware	August 14, 2015
Fort Stockton Property, L.L.C.	Delaware	August 14, 2015
Four Fountains Aviv, L.L.C.	Delaware	August 14, 2015
Fredericksburg South Adams Street, L.L.C.	Delaware	August 14, 2015
Freewater Oregon, L.L.C.	Delaware	August 14, 2015
Fullerton California, L.L.C.	Delaware	August 14, 2015
Gardnerville Property, L.L.C.	Delaware	August 14, 2015
Germantown Property, L.L.C.	Delaware	August 14, 2015
Giltex Care, L.L.C.	Delaware	August 14, 2015
Glendale NH Property, L.L.C.	Delaware	August 14, 2015
Gonzales Texas Property, L.L.C.	Delaware	August 14, 2015
Great Bend Property, L.L.C.	Delaware	August 14, 2015
Greenbough, LLC	Delaware	August 14, 2015
Greenville Kentucky Property, L.L.C.	Delaware	August 14, 2015
HHM Aviv, L.L.C.	Delaware	August 14, 2015
Hidden Acres Property, L.L.C.	Delaware	August 14, 2015
Highland Leasehold, L.L.C.	Delaware	August 14, 2015
Hot Springs Atrium Owner, LLC	Delaware	August 14, 2015
Hot Springs Aviv, L.L.C.	Delaware	August 14, 2015
Hot Springs Cottages Owner, LLC	Delaware	August 14, 2015
Hot Springs Marina Owner, LLC	Delaware	August 14, 2015
Houston Texas Aviv, L.L.C.	Delaware	August 14, 2015
Hutchinson Kansas, L.L.C.	Delaware	August 14, 2015
Illinois Missouri Properties, L.L.C.	Delaware	August 14, 2015
Iowa Lincoln County Property, L.L.C.	Delaware	August 14, 2015
Jasper Springhill Street, L.L.C.	Delaware	August 14, 2015
Kansas Five Property, L.L.C.	Delaware	August 14, 2015
Karan Associates Two, L.L.C.	Delaware	August 14, 2015
Karan Associates, L.L.C.	Delaware	August 14, 2015
Karissa Court Property, L.L.C.	Delaware	August 14, 2015
KB Northwest Associates, L.L.C.	Delaware	August 14, 2015
Kentucky NH Properties, L.L.C.	Delaware	August 14, 2015
Kingsville Texas, L.L.C.	Delaware	August 14, 2015
LAD I Real Estate Company, LLC	Delaware	August 14, 2015
Louisville Dutchmans Property, L.L.C.	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
Magnolia Drive Property, L.L.C.	Delaware	August 14, 2015
Manor Associates, L.L.C.	Delaware	August 14, 2015
Mansfield Aviv, L.L.C.	Delaware	August 14, 2015
Massachusetts Nursing Homes, L.L.C.	Delaware	August 14, 2015
McCarthy Street Property, L.L.C.	Delaware	August 14, 2015
Minnesota Associates, L.L.C.	Delaware	August 14, 2015
Mishawaka Property, L.L.C.	Delaware	August 14, 2015
Missouri Associates, L.L.C.	Delaware	August 14, 2015
Missouri Regency Associates, L.L.C.	Delaware	August 14, 2015
Monterey Park Leasehold Mortgage, L.L.C.	Delaware	August 14, 2015
Mount Washington Property, L.L.C.	Delaware	August 14, 2015
Mt. Vernon Texas, L.L.C.	Delaware	August 14, 2015
Murray County, L.L.C.	Delaware	August 14, 2015
Muscatine Toledo Properties, L.L.C.	Delaware	August 14, 2015
New Hope Property, L.L.C.	Delaware	August 14, 2015
Newtown ALF Property, L.L.C.	Delaware	August 14, 2015
Nicholasville Kentucky Property, L.L.C.	Delaware	August 14, 2015
North Las Vegas LLC	Delaware	August 14, 2015
North Royalton Ohio Property, L.L.C.	Delaware	August 14, 2015
Norwalk ALF Property, L.L.C.	Delaware	August 14, 2015
NRS Ventures, L.L.C.	Delaware	August 14, 2015
Oakland Nursing Homes, L.L.C.	Delaware	August 14, 2015
October Associates, L.L.C.	Delaware	August 14, 2015
Ogden Associates, L.L.C.	Delaware	August 14, 2015
OHI Asset (AR) Ash Flat, LLC	Delaware	August 14, 2015
OHI Asset (AR) Camden, LLC	Delaware	August 14, 2015
OHI Asset (AR) Conway, LLC	Delaware	August 14, 2015
OHI Asset (AR) Des Arc, LLC	Delaware	August 14, 2015
OHI Asset (AR) Hot Springs, LLC	Delaware	August 14, 2015
OHI Asset (AR) Malvern, LLC	Delaware	August 14, 2015
OHI Asset (AR) Mena, LLC	Delaware	August 14, 2015
OHI Asset (AR) Pocahontas, LLC	Delaware	August 14, 2015
OHI Asset (AR) Sheridan, LLC	Delaware	August 14, 2015
OHI Asset (AR) Walnut Ridge, LLC	Delaware	August 14, 2015
OHI Asset (AZ) Austin House, LLC	Delaware	August 14, 2015
OHI Asset (CA), LLC	Delaware	August 14, 2015
OHI Asset (CO), LLC	Delaware	August 14, 2015
OHI Asset (CT) Lender, LLC	Delaware	August 14, 2015
OHI Asset (FL) Lake Placid, LLC	Delaware	August 14, 2015
OHI Asset (FL) Lender, LLC	Delaware	August 14, 2015
OHI Asset (FL) Lutz, LLC	Delaware	August 20, 2015
OHI Asset (FL), LLC	Delaware	August 14, 2015
OHI Asset (GA) Dunwoody, LLC	Delaware	August 14, 2015
OHI Asset (GA) Macon, LLC	Delaware	August 14, 2015
OHI Asset (GA) Moultrie, LLC	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
OHI Asset (GA) Roswell, LLC	Delaware	August 14, 2015
OHI Asset (GA) Snellville, LLC	Delaware	August 14, 2015
OHI Asset (ID) Holly, LLC	Delaware	August 14, 2015
OHI Asset (ID) Midland, LLC	Delaware	August 14, 2015
OHI Asset (ID), LLC	Delaware	August 14, 2015
OHI Asset (IL), LLC	Delaware	August 14, 2015
OHI Asset (IN) American Village, LLC	Delaware	August 14, 2015
OHI Asset (IN) Anderson, LLC	Delaware	August 14, 2015
OHI Asset (IN) Beech Grove, LLC	Delaware	August 14, 2015
OHI Asset (IN) Clarksville, LLC	Delaware	August 14, 2015
OHI Asset (IN) Clinton, LLC	Delaware	August 14, 2015
OHI Asset (IN) Connersville, LLC	Delaware	August 14, 2015
OHI Asset (IN) Crown Point, LLC	Delaware	August 14, 2015
OHI Asset (IN) Eagle Valley, LLC	Delaware	August 14, 2015
OHI Asset (IN) Elkhart, LLC	Delaware	August 14, 2015
OHI Asset (IN) Forest Creek, LLC	Delaware	August 14, 2015
OHI Asset (IN) Fort Wayne, LLC	Delaware	August 14, 2015
OHI Asset (IN) Franklin, LLC	Delaware	August 14, 2015
OHI Asset (IN) Greensburg, LLC	Delaware	August 14, 2015
OHI Asset (IN) Indianapolis, LLC	Delaware	August 14, 2015
OHI Asset (IN) Jasper, LLC	Delaware	August 14, 2015
OHI Asset (IN) Kokomo, LLC	Delaware	August 14, 2015
OHI Asset (IN) Lafayette, LLC	Delaware	August 14, 2015
OHI Asset (IN) Madison, LLC	Delaware	August 14, 2015
OHI Asset (IN) Monticello, LLC	Delaware	August 14, 2015
OHI Asset (IN) Noblesville, LLC	Delaware	August 14, 2015
OHI Asset (IN) Rosewalk, LLC	Delaware	August 14, 2015
OHI Asset (IN) Salem, LLC	Delaware	August 14, 2015
OHI Asset (IN) Seymour, LLC	Delaware	August 14, 2015
OHI Asset (IN) Spring Mill, LLC	Delaware	August 14, 2015
OHI Asset (IN) Terre Haute, LLC	Delaware	August 14, 2015
OHI Asset (IN) Wabash, LLC	Delaware	August 14, 2015
OHI Asset (IN) Westfield, LLC	Delaware	August 14, 2015
OHI Asset (IN) Zionsville, LLC	Delaware	August 14, 2015
OHI Asset (LA) Baton Rouge, LLC	Delaware	August 14, 2015
OHI Asset (LA), LLC	Delaware	August 14, 2015
OHI Asset (MD), LLC	Delaware	August 14, 2015
OHI Asset (MI) Heather Hills, LLC	Delaware	August 14, 2015
OHI Asset (MI), LLC	Delaware	August 14, 2015
OHI Asset (MO), LLC	Delaware	August 14, 2015
OHI Asset (MS) Byhalia, LLC	Delaware	August 14, 2015
OHI Asset (MS) Cleveland, LLC	Delaware	August 14, 2015
OHI Asset (MS) Clinton, LLC	Delaware	August 14, 2015
OHI Asset (MS) Columbia, LLC	Delaware	August 14, 2015
OHI Asset (MS) Corinth, LLC	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
OHI Asset (MS) Greenwood, LLC	Delaware	August 14, 2015
OHI Asset (MS) Grenada, LLC	Delaware	August 14, 2015
OHI Asset (MS) Holly Springs, LLC	Delaware	August 14, 2015
OHI Asset (MS) Indianola, LLC	Delaware	August 14, 2015
OHI Asset (MS) Natchez, LLC	Delaware	August 14, 2015
OHI Asset (MS) Picayune, LLC	Delaware	August 14, 2015
OHI Asset (MS) Vicksburg, LLC	Delaware	August 14, 2015
OHI Asset (MS) Yazoo City, LLC	Delaware	August 14, 2015
OHI Asset (NC) Wadesboro, LLC	Delaware	August 14, 2015
OHI Asset (NY) 2nd Avenue, LLC	Delaware	August 14, 2015
OHI Asset (NY) 93rd Street, LLC	Delaware	August 14, 2015
OHI Asset (OH) Lender, LLC	Delaware	August 14, 2015
OHI Asset (OH), LLC	Delaware	August 14, 2015
OHI Asset (OR) Portland, LLC	Delaware	August 14, 2015
OHI Asset (OR) Troutdale, LLC	Delaware	August 14, 2015
OHI Asset (PA) GP, LLC	Delaware	August 14, 2015
OHI Asset (PA) West Mifflin, LP	Delaware	August 14, 2015
OHI Asset (PA), LLC	Delaware	August 14, 2015
OHI Asset (SC) Aiken, LLC	Delaware	August 14, 2015
OHI Asset (SC) Anderson, LLC	Delaware	August 14, 2015
OHI Asset (SC) Easley Anne, LLC	Delaware	August 14, 2015
OHI Asset (SC) Easley Crestview, LLC	Delaware	August 14, 2015
OHI Asset (SC) Edgefield, LLC	Delaware	August 14, 2015
OHI Asset (SC) Greenville Griffith, LLC	Delaware	August 14, 2015
OHI Asset (SC) Greenville Laurens, LLC	Delaware	August 14, 2015
OHI Asset (SC) Greenville North, LLC	Delaware	August 14, 2015
OHI Asset (SC) Greenville, LLC	Delaware	August 14, 2015
OHI Asset (SC) Greer, LLC	Delaware	August 14, 2015
OHI Asset (SC) Marietta, LLC	Delaware	August 14, 2015
OHI Asset (SC) McCormick, LLC	Delaware	August 14, 2015
OHI Asset (SC) Orangeburg, LLC	Delaware	August 14, 2015
OHI Asset (SC) Pickens East Cedar, LLC	Delaware	August 14, 2015
OHI Asset (SC) Pickens Rosemond, LLC	Delaware	August 14, 2015
OHI Asset (SC) Piedmont, LLC	Delaware	August 14, 2015
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware	August 14, 2015
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware	August 14, 2015
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware	August 14, 2015
OHI Asset (TN) Bartlett, LLC	Delaware	August 14, 2015
OHI Asset (TN) Collierville, LLC	Delaware	August 14, 2015
OHI Asset (TN) Jefferson City, LLC	Delaware	August 14, 2015
OHI Asset (TN) Memphis, LLC	Delaware	August 14, 2015
OHI Asset (TN) Rogersville, LLC	Delaware	August 14, 2015
OHI Asset (TX) Anderson, LLC	Delaware	August 14, 2015
OHI Asset (TX) Bryan, LLC	Delaware	August 14, 2015
OHI Asset (TX) Burleson, LLC	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
OHI Asset (TX) College Station, LLC	Delaware	August 14, 2015
OHI Asset (TX) Comfort, LLC	Delaware	August 14, 2015
OHI Asset (TX) Diboll, LLC	Delaware	August 14, 2015
OHI Asset (TX) Granbury, LLC	Delaware	August 14, 2015
OHI Asset (TX) Hondo, LLC	Delaware	August 14, 2015
OHI Asset (TX) Italy, LLC	Delaware	August 14, 2015
OHI Asset (TX) Winnsboro, LLC	Delaware	August 14, 2015
OHI Asset (TX), LLC	Delaware	August 14, 2015
OHI Asset (UT) Ogden, LLC	Delaware	August 14, 2015
OHI Asset (UT) Provo, LLC	Delaware	August 14, 2015
OHI Asset (UT) Roy, LLC	Delaware	August 14, 2015
OHI Asset (VA) Charlottesville, LLC	Delaware	August 14, 2015
OHI Asset (VA) Farmville, LLC	Delaware	August 14, 2015
OHI Asset (VA) Hillsville, LLC	Delaware	August 14, 2015
OHI Asset (VA) Rocky Mount, LLC	Delaware	August 14, 2015
OHI Asset (WA) Battle Ground, LLC	Delaware	August 14, 2015
OHI Asset (WV) Danville, LLC	Delaware	August 14, 2015
OHI Asset (WV) Ivydale, LLC	Delaware	August 14, 2015
OHI Asset CHG ALF, LLC	Delaware	August 14, 2015
OHI Asset CSB LLC	Delaware	August 14, 2015
OHI Asset CSE – E, LLC	Delaware	August 14, 2015
OHI Asset CSE – U, LLC	Delaware	August 14, 2015
OHI Asset CSE–E Subsidiary, LLC	Delaware	August 14, 2015
OHI Asset CSE–U Subsidiary, LLC	Delaware	August 14, 2015
OHI Asset HUD CFG, LLC	Delaware	August 14, 2015
OHI Asset HUD Delta, LLC	Delaware	August 14, 2015
OHI Asset HUD H-F, LLC	Delaware	August 14, 2015
OHI Asset HUD SF CA, LLC	Delaware	August 14, 2015
OHI Asset HUD SF, LLC	Delaware	August 14, 2015
OHI Asset HUD WO, LLC	Delaware	August 14, 2015
OHI Asset II (CA), LLC	Delaware	August 14, 2015
OHI Asset II (FL), LLC	Delaware	August 14, 2015
OHI Asset Management, LLC	Delaware	August 14, 2015
OHI Asset RO PMM Services, LLC	Delaware	August 14, 2015
OHI Asset RO, LLC	Delaware	August 14, 2015
OHI Asset, LLC	Delaware	August 14, 2015
OHI Healthcare Properties Holdco, Inc.	Delaware	August 14, 2015
OHI Healthcare Properties Limited Partnership	Delaware	August 14, 2015
OHI Mezz Lender, LLC	Delaware	August 14, 2015
Ohio Aviv Three, L.L.C.	Delaware	August 14, 2015
Ohio Aviv Two, L.L.C.	Delaware	August 14, 2015
Ohio Aviv, L.L.C.	Delaware	August 14, 2015
Ohio Indiana Property, L.L.C.	Delaware	August 14, 2015
Ohio Pennsylvania Property, L.L.C.	Delaware	August 14, 2015
Oklahoma Two Property, L.L.C.	Delaware	August 14, 2015

Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
Oklahoma Warr Wind, L.L.C.	Delaware	August 14, 2015
Omaha Associates, L.L.C.	Delaware	August 14, 2015
Orange ALF Property, L.L.C.	Delaware	August 14, 2015
Oregon Associates, L.L.C.	Delaware	August 14, 2015
Oso Avenue Property, L.L.C.	Delaware	August 14, 2015
Ostrom Avenue Property, L.L.C.	Delaware	August 14, 2015
Panama City Nursing Center LLC	Delaware	August 14, 2015
Peabody Associates Two, L.L.C.	Delaware	August 14, 2015
Peabody Associates, L.L.C.	Delaware	August 14, 2015
Pennington Road Property, L.L.C.	Delaware	August 14, 2015
Pocatello Idaho Property, L.L.C.	Delaware	August 14, 2015
Prescott Arkansas, L.L.C.	Delaware	August 14, 2015
Ravenna Ohio Property, L.L.C.	Delaware	August 14, 2015
Richland Washington, L.L.C.	Delaware	August 14, 2015
Riverside Nursing Home Associates Two, L.L.C.	Delaware	August 14, 2015
Riverside Nursing Home Associates, L.L.C.	Delaware	August 14, 2015
Rockingham Drive Property, L.L.C.	Delaware	August 14, 2015
S.C. Portfolio Property, L.L.C.	Delaware	August 14, 2015
Salem Associates, L.L.C.	Delaware	August 14, 2015
San Juan NH Property, LLC	Delaware	August 14, 2015
Sandalwood Arkansas Property, L.L.C.	Delaware	August 14, 2015
Savoy/Bonham Venture, L.L.C.	Delaware	August 14, 2015
Searcy Aviv, L.L.C.	Delaware	August 14, 2015
Sedgwick Properties, L.L.C.	Delaware	August 14, 2015
Seguin Texas Property, L.L.C.	Delaware	August 14, 2015
Sierra Ponds Property, L.L.C.	Delaware	August 14, 2015
Skyler Maitland LLC	Delaware	August 14, 2015
Skyview Associates, L.L.C.	Delaware	August 14, 2015
Southeast Missouri Property, L.L.C.	Delaware	August 14, 2015
Southern California Nevada, L.L.C.	Delaware	August 14, 2015
St. Joseph Missouri Property, L.L.C.	Delaware	August 14, 2015
Star City Arkansas, L.L.C.	Delaware	August 14, 2015
Stephenville Texas Property, L.L.C.	Delaware	August 14, 2015
Stevens Avenue Property, L.L.C.	Delaware	August 14, 2015
Suwanee, LLC	Delaware	August 14, 2015
Texas Fifteen Property, L.L.C.	Delaware	August 14, 2015
Texas Four Property, L.L.C.	Delaware	August 14, 2015
Texhoma Avenue Property, L.L.C.	Delaware	August 14, 2015
Tujung, L.L.C.	Delaware	August 14, 2015
Tulare County Property, L.L.C.	Delaware	August 14, 2015
VRB Aviv, L.L.C.	Delaware	August 14, 2015
Washington Idaho Property, L.L.C.	Delaware	August 14, 2015
Wellington Leasehold, L.L.C.	Delaware	August 14, 2015
West Pearl Street, L.L.C.	Delaware	August 14, 2015
West Yarmouth Property I, L.L.C.	Delaware	August 14, 2015



Entity Name	State or other jurisdiction of formation	Issuance Date of Good Standing Certificate
Westerville Ohio Office Property, L.L.C.	Delaware	August 14, 2015
Whitlock Street Property, L.L.C.	Delaware	August 14, 2015
Willis Texas Aviv, L.L.C.	Delaware	August 14, 2015
Yuba Aviv, L.L.C.	Delaware	August 14, 2015
Chippewa Valley, L.L.C.	Illinois	August 13, 2015
Commerce Nursing Homes, L.L.C.	Illinois	August 13, 2015
Effingham Associates, L.L.C.	Illinois	August 13, 2015
Heritage Monterey Associates, L.L.C.	Illinois	August 13, 2015
Hobbs Associates, L.L.C.	Illinois	August 13, 2015
Idaho Associates, L.L.C.	Illinois	August 13, 2015
Montana Associates, L.L.C.	Illinois	August 13, 2015
OHI (Illinois), LLC	Illinois	August 13, 2015
Orange, L.L.C.	Illinois	August 13, 2015
Pomona Vista L.L.C.	Illinois	August 13, 2015
Red Rocks, L.L.C.	Illinois	August 13, 2015
Rose Baldwin Park Property L.L.C.	Illinois	August 13, 2015
Santa Ana-Bartlett, L.L.C.	Illinois	August 13, 2015
Santa Fe Missouri Associates, L.L.C.	Illinois	August 13, 2015
Sun-Mesa Properties, L.L.C.	Illinois	August 13, 2015
Washington-Oregon Associates, L.L.C.	Illinois	August 13, 2015
Watauga Associates, L.L.C.	Illinois	August 13, 2015
48 High Point Road, LLC	Maryland	August 12, 2015
Arizona Lessor – Infinia, LLC	Maryland	August 12, 2015
Bayside Street, LLC	Maryland	August 12, 2015
Colorado Lessor - Conifer, LLC	Maryland	August 12, 2015
Delta Investors I, LLC	Maryland	August 12, 2015
Delta Investors II, LLC	Maryland	August 12, 2015
Florida Lessor – Meadowview, LLC	Maryland	August 12, 2015
Georgia Lessor - Bonterra/Parkview, LLC	Maryland	August 12, 2015
Indiana Lessor – Wellington Manor, LLC	Maryland	August 12, 2015
OHI Asset (PA), LP	Maryland	August 12, 2015
OHI Asset II (PA), LP	Maryland	August 12, 2015
OHI Asset III (PA), LP	Maryland	August 12, 2015
OHI Asset IV (PA) Silver Lake, LP	Maryland	August 12, 2015
OHI Tennessee, LLC	Maryland	August 12, 2015
Omega Healthcare Investors, Inc.	Maryland	September 16, 2015
Omega TRS I, Inc.	Maryland	August 12, 2015
PV Realty–Willow Tree, LLC	Maryland	August 12, 2015
Texas Lessor – Stonegate GP, LLC	Maryland	August 12, 2015
Texas Lessor – Stonegate, Limited, LLC	Maryland	August 12, 2015
Texas Lessor – Stonegate, LP	Maryland	August 12, 2015
Washington Lessor – Silverdale, LLC	Maryland	August 12, 2015
Wheeler Healthcare Associates, L.L.C.	Texas	August 20, 2015

**Schedule III**  
**Local Counsel**

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<b>Law Firm</b>	<b>State</b>	<b>Exhibit</b>
Robinson & Cole LLP	Connecticut	Exhibit 5.2
Akerman LLP	Florida	Exhibit 5.3
Ice Miller LLP	Indiana	Exhibit 5.4
Baudino Law Group, PLC	Iowa	Exhibit 5.5
Wyatt, Tarrant & Combs, LLP	Kentucky	Exhibit 5.6
Partridge, Snow & Hahn LLP	Massachusetts	Exhibit 5.7
Miller, Johnson, Snell & Cummiskey, P.L.C.	Michigan	Exhibit 5.8
Butler Snow, LLP	Mississippi	Exhibit 5.9
Jones & Smith Law Firm, LLC	New Mexico	Exhibit 5.10
Dinsmore & Shohl LLP	Ohio	Exhibit 5.11
Montgomery, McCracken, Walker & Rhoads, LLP	Pennsylvania	Exhibit 5.12

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LAW OFFICES

280 Trumbull Street  
Hartford, CT 06103-3597  
Main (860) 275-8200  
Fax (860) 275-8299

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, MD 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Connecticut counsel to OHI (Connecticut), LLC, a Connecticut limited liability company (the "Connecticut Guarantor"), which is a wholly owned subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015, (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), the Exchange Notes, the Initial Notes, or any of the related agreements executed or delivered in connection with any of the foregoing. We have been retained solely for the purpose of rendering certain opinions pursuant to Connecticut law as specifically set forth herein.

In connection herewith, we have examined:

- (1) the Registration Statement (but none of the exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee" and, collectively, the "Guarantees") provided for therein;
- (3) the form of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the articles of organization and operating agreement of the Connecticut Guarantor, as certified by the Secretary of the Connecticut Guarantor pursuant to a certificate dated as of the date hereof;
- (6) a certificate of legal existence for the Connecticut Guarantor issued by the Secretary of State of the State of Connecticut as of August 13, 2015; and
- (7) a certificate of the Secretary of the Connecticut Guarantor, dated as of the date hereof, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

In our examination of the Transaction Documents, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. We have not independently established or verified any facts relevant to the opinions expressed herein, and have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Connecticut Guarantor.

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In connection herewith, we have assumed that, other than with respect to the Guarantee of the Connecticut Guarantor provided for in the Indenture, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

We have further assumed, with your permission, that (a) each of the Subsidiary Guarantors other than the Connecticut Guarantor (each, an "Other Guarantor," and collectively, the "Other Guarantors") has been duly organized and is validly existing in good standing under the laws of its state of organization, (b) the execution and delivery by each such Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder are within its organizational power and have been duly authorized by all necessary action (corporate or other) on its part, (c) each of the Transaction Documents to which any Other Guarantor is a party has been duly executed and delivered by each such Other Guarantor and (d) the execution and delivery by each Other Guarantor of the Transaction Documents to which it is a party and the performance by it of its obligations thereunder do not result in any violation by it of the provisions of its organizational documents. We understand that you are receiving opinion letters, each dated as of the date hereof, from the various law firms indicated on Schedule II hereto (the "Local Counsel Opinions") as to the validity and binding nature of the Guarantees against the Other Guarantors under the laws of the Other Guarantors' respective states of organization, and that such opinion letters are being filed as exhibits to the Registration Statement as indicated on Schedule II hereto. With your permission we have assumed the correctness of the conclusions set forth in the Local Counsel Opinions and express no opinion herein with regard thereto.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (a) the Registration Statement has become effective under the Act, (b) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (c) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes, and the Guarantees (in the form examined by us) have been duly executed by the Subsidiary Guarantors, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Connecticut Guarantor provided for in the Indenture will constitute a valid and binding obligation of the Connecticut Guarantor.

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In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Connecticut state law (excluding the securities and blue sky laws of such state, as to which we express no opinion). To the extent that any other laws govern any of the matters as to which we are opining herein, we have assumed, with your permission and without independent investigation, that such laws are identical to the state laws of the State of Connecticut, and we express no opinion as to whether such assumption is reasonable or correct. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the enforceability of the Exchange Notes.

(c) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the inurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

(d) We express no opinion as to the availability of any equitable or specific remedy upon any breach of any of the agreements as to which we are opining herein, or any of the agreements, documents or obligations referred to therein, or to the successful assertion of any equitable defenses, inasmuch as the availability of such remedies or the success of any equitable defense may be subject to the discretion of a court.

(e) We express no opinion as to:

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(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantees (collectively, the “Operative Documents”) purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent, any Subsidiary Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Our opinion set forth herein is qualified to the extent that it may be subject to or affected by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws relating to or affecting the rights of creditors generally, (ii) statutory or decisional law concerning recourse by creditors to security in the absence of notice or hearing, (iii) duties and standards imposed on creditors and parties to contracts, including, without limitation, requirements of good faith, reasonableness and fair dealing, and (iv) general equitable principles.

(g) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys’ fees.

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We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

ROBINSON & COLE LLP

By: /s/ John B. Lynch, Jr.  
John B. Lynch, Jr., a Partner

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## SCHEDULE I

## GUARANTORS

Entity Name	State or other jurisdiction of formation
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver Iliff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93rd Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset CSE–E Subsidiary, LLC	Delaware
OHI Asset CSE–U Subsidiary, LLC	Delaware



Entity Name	State or other jurisdiction of formation
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware

Entity Name	State or other jurisdiction of formation
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujungang, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skyler Pensacola, LLC	Florida
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa

Entity Name	State or other jurisdiction of formation
Sterling Acquisition, LLC	Kentucky
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi
Ocean Springs Nursing Home, LLC	Mississippi
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary's Properties, LLC	Ohio

**Entity Name**

**State or other jurisdiction  
of formation**

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The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio
Bala Cynwyd Real Estate, LP	Pennsylvania
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Wheeler Healthcare Associates, L.L.C.	Texas

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**SCHEDULE II**  
**LOCAL COUNSEL**

<b>Law Firm</b>	<b>State(s)</b>	<b>Exhibit</b>
Bryan Cave LLP	Arizona California Colorado Delaware Illinois Maryland Texas	Exhibit 5.1
Akerman LLP	Florida	Exhibit 5.3
Ice Miller LLP	Indiana	Exhibit 5.4
Baudino Law Group, PLC	Iowa	Exhibit 5.5
Wyatt, Tarrant & Combs, LLP	Kentucky	Exhibit 5.6
Partridge, Snow & Hahn LLP	Massachusetts	Exhibit 5.7
Miller, Johnson, Snell & Cumiskey, P.L.C.	Michigan	Exhibit 5.8
Butler Snow, LLP	Mississippi	Exhibit 5.9
Jones & Smith Law Firm, LLC	New Mexico	Exhibit 5.10
Dinsmore & Shohl LLP	Ohio	Exhibit 5.11
Montgomery, McCracken, Walker & Rhoads, LLP	Pennsylvania	Exhibit 5.12

Akerman LLP  
401 E. Jackson Street  
Suite 1700  
Tampa, FL 33602-5250



October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

**Re: Registration Statement on Form S-4  
Filed by Omega Healthcare Investors, Inc.**

Ladies and Gentlemen:

We have served as special Florida counsel to Florida Real Estate Company, LLC, a Florida limited liability company ("FREC"), Pensacola Real Estate Holdings I, LLC, a Florida limited liability company ("Pensacola I"), Pensacola Real Estate Holdings II, LLC, a Florida limited liability company ("Pensacola II"), Pensacola Real Estate Holdings III, LLC, a Florida limited liability company ("Pensacola III"), Pensacola Real Estate Holdings IV, LLC, a Florida limited liability company ("Pensacola IV"), Pensacola Real Estate Holdings V, LLC, a Florida limited liability company ("Pensacola V"), and Skyler Pensacola, LLC, a Florida limited liability company ("Skyler" and, together with FREC, Pensacola I, Pensacola II, Pensacola III, Pensacola IV, Pensacola V, the "Florida Subsidiaries"), each of which is a wholly owned, direct or indirect, as applicable, subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed on or about October 6, 2015, by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors signatory thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture, dated as of April 1, 2015, and that certain Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Florida and New York law with respect to the Florida Subsidiaries.

In connection with issuing this opinion, we have reviewed originals or copies of the following documents:

- (i) the Registration Statement (including all exhibits thereto);
  - (ii) the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee" and, collectively, the "Guarantees") provided for therein;
  - (iii) the Initial Notes;
  - (iv) the form of the Exchange Notes;
  - (v) the Articles of Organization of FREC, certified as true and correct by the Secretary of FREC as of the date hereof;
  - (vi) the Second Amended and Restated Limited Liability Company Agreement of FREC, dated January 22, 2010, true, correct and complete by the Secretary of FREC as of the date hereof;
  - (vii) resolutions adopted by written consent of the sole member of FREC as of March 10, 2015, authorizing, among other things, the execution and delivery by FREC of a Guarantee, certified as true, correct and complete by the Secretary of FREC as of the date hereof;
  - (viii) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date FREC is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active;
  - (ix) the Certificate of Conversion and Articles of Organization of Pensacola I, certified as true and correct by the Secretary of Pensacola I as of the date hereof;
  - (x) the Operating Agreement, dated as of March 5, 2015, of Pensacola I, certified as true, correct and complete by the Secretary of Pensacola I as of the date hereof;
  - (xi) resolutions adopted by written consent of the sole member of Pensacola I as of March 10, 2015, authorizing, among other things, the execution and delivery by Pensacola I of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola I as of the date hereof;
  - (xii) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date Pensacola I is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active;
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- (xiii) the Certificate of Conversion and Articles of Organization of Pensacola II, certified as true and correct by the Secretary of Pensacola II as of the date hereof;
  - (xiv) the Operating Agreement, dated as of March 5, 2015, of Pensacola II, certified as true, correct and complete by the Secretary of Pensacola II as of the date hereof;
  - (xv) resolutions adopted by written consent of the sole member of Pensacola II as of March 10, 2015, authorizing, among other things, the execution and delivery by Pensacola II of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola II as of the date hereof;
  - (xvi) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date Pensacola II is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active;
  - (xvii) the Certificate of Conversion and Articles of Organization of Pensacola III, certified as true and correct by the Secretary of Pensacola III as of the date hereof;
  - (xviii) the Operating Agreement, dated as of March 5, 2015, of Pensacola III, certified as true, correct and complete by the Secretary of Pensacola III as of the date hereof;
  - (xix) resolutions adopted by written consent of the sole member of Pensacola III as of March 10, 2015, authorizing, among other things, the execution and delivery by Pensacola III of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola III as of the date hereof;
  - (xx) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date Pensacola III is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active;
  - (xxi) the Certificate of Conversion and Articles of Organization of Pensacola IV, certified as true and correct by the Secretary of Pensacola IV as of the date hereof;
  - (xxii) the Operating Agreement, dated as of March 5, 2015, of Pensacola IV, certified as true, correct and complete by the Secretary of Pensacola IV as of the date hereof;
  - (xxiii) resolutions adopted by written consent of the sole member of Pensacola IV as of March 10, 2015, authorizing, among other things, the execution and delivery by Pensacola IV of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola IV as of the date hereof;
  - (xxiv) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date Pensacola IV is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active;
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- (xxv) the Certificate of Conversion and Articles of Organization of Pensacola V, certified as true and correct by the Secretary of Pensacola V as of the date hereof;
- (xxvi) the Operating Agreement, dated as of March 5, 2015, of Pensacola V, certified as true, correct and complete by the Secretary of Pensacola V as of the date hereof;
- (xxvii) resolutions adopted by written consent of the sole member of Pensacola V as of March 10, 2015, authorizing, among other things, the execution and delivery by Pensacola V of a Guarantee, certified as true, correct and complete by the Secretary of Pensacola V as of the date hereof;
- (xxviii) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date Pensacola V is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active;
- (xxix) the Certificate of Conversion and Articles of Organization of Skyler, certified as true and correct by the Secretary of Skyler as of the date hereof;
- (xxx) the Operating Agreement, dated as of March 5, 2015, of Skyler, certified as true, correct and complete by the Secretary of Skyler as of the date hereof;
- (xxxi) resolutions adopted by written consent of the sole member of Skyler as of March 10, 2015, authorizing, among other things, the execution and delivery by Skyler of a Guarantee, certified as true, correct and complete by the Secretary of Skyler as of the date hereof; and
- (xxxii) a Certificate of the Secretary of State of Florida issued on August 13, 2015, stating, among other things, that as of such date Skyler is a limited liability company organized under the laws of the State of Florida, has paid all fees due to the Department of State of Florida through December 31, 2015, and its status is active.

The documents in paragraphs (i) through (iv) above are collectively referred to as the "Transaction Documents," and the term Transaction Documents shall not include any other documents, contracts or matters referred to or described therein. The documents in paragraphs (v) through (xxxii) above are collectively referred to as the "Organizational and Authority Documents." Other than our review of the Transaction Documents and the Organizational and Authority Documents, we have not reviewed any other documents or made any independent investigation for the purpose of rendering this opinion, and we make no representation as to the scope or sufficiency of our documentation review for your purposes.

We have, with your consent, assumed that certificates of public officials dated earlier than the date of this opinion letter remain accurate from such earlier dates through and including the opinion letter date.

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In rendering the opinions set forth herein, we have relied, without investigation, on each of the following assumptions: (a) the legal capacity of each natural person to take all actions required of each such person in connection with the Exchange Offer; (b) the legal existence of each party to the Transaction Documents, other than the Florida Subsidiaries; (c) the power of each party to the Transaction Documents, other than the Florida Subsidiaries, to execute, deliver, and perform all Transaction Documents executed and delivered by such party and to do each other act done or to be done by such party; (d) the authorization, execution, and delivery by each party, other than the Florida Subsidiaries, of each Transaction Document executed and delivered or to be executed and delivered by such party; (e) the legality, validity, binding effect, and enforceability as to each party, other than the Florida Subsidiaries, of each Transaction Document executed and delivered by such party or to be executed and delivered and of each other act done or to be done by such party; (f) there have been no undisclosed modifications of any provision of any document reviewed by us in connection with the rendering of this opinion letter, and no undisclosed prior waiver of any right or remedy contained in any of the Transaction Documents; (g) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a copy, and the authenticity of the original of each document received by us as a copy or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents, and if any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have further assumed that the document so filed is identical to the document we examined except for formatting changes; (h) the truthfulness of each statement as to all factual matters otherwise not known to us to be untruthful contained in any document encompassed within the diligence review undertaken by us; (i) each certificate or other document issued by a public authority is accurate, complete, and authentic as of the date of this opinion letter, and all official public records (including their proper indexing and filing) are accurate and complete; (j) the Exchange Offer and the conduct of the parties to the Exchange Offer comply with any requirement of good faith, fair dealing, and conscionability; (k) routine procedural matters such as service of process or qualification to do business in the relevant jurisdiction(s) will be satisfied by the parties seeking to enforce the Transaction Documents; (l) agreements (other than the Transaction Documents as to which opinions are being given) and judgments, decrees, and orders reviewed in connection with rendering the opinions will be enforced as written; (m) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, modify, or qualify the terms of the Transaction Documents or the rights of the parties thereunder; (n) the payment of all required documentary stamp taxes, intangible taxes, and other taxes and fees imposed upon the execution, filing, or recording of documents; and (o) with respect to the Exchange Offer and the Transaction Documents, including the inducement of the parties to enter into and perform their respective obligations thereunder, there has been no mutual mistake of fact or undue influence and there exists no fraud or duress.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations, and exceptions set forth herein, we are of the opinion that, when (a) the Registration Statement has become effective under the Act, (b) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (c) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee of each Florida Subsidiary (in the form examined by us) has been duly executed by each such Florida Subsidiary, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of each Florida Subsidiary provided for in the Indenture will constitute a valid and binding obligation of each such Florida Subsidiary.

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The following Florida, New York and federal laws, rules and regulations are expressly excluded from the scope of this opinion letter: (a) securities laws, rules, and regulations; (b) Federal Reserve Board margin regulations; (c) laws, rules, and regulations regulating banks and other financial institutions, insurance companies, and investment companies; (d) pension and employee benefit laws, rules, and regulations, such as the Employee Retirement Income Security Act (ERISA); (e) labor laws, rules, and regulations, including laws on occupational safety and health (OSHA); (f) antitrust and unfair competition laws, rules, and regulations; (g) laws, rules, and regulations concerning compliance with fiduciary requirements; (h) laws, rules, and regulations concerning the creation, attachment, perfection, and priority of any lien or security interest; (i) laws, rules, and regulations relating to taxation; (j) bankruptcy, fraudulent conveyance, fraudulent transfer, and other insolvency laws; (k) environmental laws, rules, and regulations; (l) laws, rules, and regulations relating to patents, copyrights, trademarks, trade secrets, and other intellectual property; (m) local laws, statutes, administrative decisions, ordinances, rules, or regulations, including any zoning, planning, building, occupancy, or other similar approval or permit or any other ordinance or regulation of any county, municipality, township, or other political subdivision of the State of Florida; (n) criminal and state forfeiture laws and any racketeering laws, rules, and regulations; (o) other statutes of general application to the extent that they provide for criminal prosecution; (p) laws relating to terrorism or money laundering; (q) laws, regulations, and policies concerning national and local emergency and possible judicial deference to acts of sovereign states; (r) filing or consent requirements under any of the foregoing excluded laws; and (t) judicial and administrative decisions to the extent they deal with any of the foregoing excluded laws.

The foregoing opinion is subject to the following exceptions, qualifications, and limitations:

The opinion above is limited by: (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and transfer, and similar law affecting the rights of creditors' generally; and (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

No opinion is expressed herein with respect to any provision of the Transaction Documents that: (a) purports to excuse a party from liability for the party's own acts; (b) purports to make void any act done in contravention thereof; (c) purports to authorize a party to act in the party's sole discretion or purports to provide that determination by a party is conclusive; (d) requires waivers or amendments to be made only in writing; (e) purports to effect waivers of constitutional, statutory, or equitable rights or the effect of applicable laws, waivers of any statute of limitations, or waivers of broadly or vaguely stated rights, of unknown future defenses or of rights to damages; (f) imposes or permits: (i) liquidated damages, (ii) the appointment of a receiver, (iii) penalties, (iv) indemnification for gross negligence, willful misconduct, or other wrongdoing, (v) confessions of judgment, or (vi) rights of self-help or forfeiture; (g) purports to limit or alter laws requiring mitigation of damages; (h) concerns choice of forum, consent or submission to the personal or subject matter jurisdiction of courts, venue of actions, or means of service of process, waivers of rights to jury trials, and agreements regarding arbitration; (i) purports to reconstitute the terms thereof as necessary to avoid a claim or defense of usury; (j) purports to require a party thereto to pay or reimburse attorneys' fees incurred by another party, or to indemnify another party therefor, which provisions may be limited by applicable statutes and decisions relating to the collection and award of attorneys' fees; (k) relates to the evidentiary standards or other standards by which the Transaction Documents are to be construed, including, but not limited to, provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings; (l) enumerates that remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; (m) constitutes severability provisions; (n) permits the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform; (o) purports to create rights to setoff otherwise than in accordance with applicable law; (p) contains a blanket prohibition on assignments or a specific prohibition on assignment of payments due or to come due; or (q) purports to entitle any party to specific performance of any provision thereof.

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We do not express any opinion as to the laws of any jurisdiction other than the States of Florida and New York and the United States of America. We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

This opinion letter speaks only as of the date hereof, and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal Matters" in the prospectus filed as a part thereof. We also consent to your filing copies of this opinion as an exhibit to the Registration Statement with agencies of such states as you deem necessary in the course of complying with the laws of such states regarding the Exchange Offer. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Akerman LLP

**AKERMAN LLP**

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**Schedule I  
Subsidiary Guarantors**

Subsidiary Guarantors	State or other jurisdiction of formation
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C.	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware

**Schedule I  
Subsidiary Guarantors**

Subsidiary Guarantors	State or other jurisdiction of formation
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver Iliff LLC	Delaware

**Schedule I**  
**Subsidiary Guarantors**

<b>Subsidiary Guarantors</b>	<b>State or other jurisdiction of formation</b>
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware

**Schedule I  
Subsidiary Guarantors**

<b>Subsidiary Guarantors</b>	<b>State or other jurisdiction of formation</b>
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware



**Schedule I  
Subsidiary Guarantors**

Subsidiary Guarantors	State or other jurisdiction of formation
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware

**Schedule I**  
**Subsidiary Guarantors**

<b>Subsidiary Guarantors</b>	<b>State or other jurisdiction of formation</b>
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware

**Schedule I  
Subsidiary Guarantors**

Subsidiary Guarantors	State or other jurisdiction of formation
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93rd Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware

**Schedule I  
Subsidiary Guarantors**

Subsidiary Guarantors	State or other jurisdiction of formation
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset CSE–E Subsidiary, LLC	Delaware
OHI Asset CSE–U Subsidiary, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware

**Schedule I  
Subsidiary Guarantors**

Subsidiary Guarantors	State or other jurisdiction of formation
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujunga, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida

**Schedule I  
Subsidiary Guarantors**

<b>Subsidiary Guarantors</b>	<b>State or other jurisdiction of formation</b>
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skyler Pensacola, LLC	Florida
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa
Sterling Acquisition, LLC	Kentucky
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi

**Schedule I  
Subsidiary Guarantors**

<b>Subsidiary Guarantors</b>	<b>State or other jurisdiction of formation</b>
Ocean Springs Nursing Home, LLC	Mississippi
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary's Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio
Bala Cynwyd Real Estate, LP	Pennsylvania
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Wheeler Healthcare Associates, L.L.C.	Texas



One American Square | Suite 2900 | Indianapolis, IN 46282-0200

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by  
Omega Healthcare Investors, Inc. et al

Ladies and Gentlemen:

We have served as special counsel to OHI (Indiana), LLC, an Indiana limited liability company (the "Opinion Subsidiary"), a wholly owned, indirect subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 filed on or around October 6, 2015 (the "Registration Statement") by the Parent, the Opinion Subsidiary and certain other subsidiary guarantors (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee") as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015 and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms not otherwise defined herein, shall have the meanings ascribed in the Indenture, unless otherwise specified.

Except as described in this letter, we are not generally familiar with the business, records, transactions or activities of the Opinion Subsidiary. Our knowledge of its business, records, transactions and activities is limited to the Transaction Documents and Authorization Documents set forth below. We were not involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering a certain opinion under the laws of the State of Indiana and the State of New York, as applicable.



In connection herewith, we have examined originals or copies, certified or otherwise identified to our satisfaction, of those documents, corporate or other records, certificates and other papers that we deemed necessary to examine for the purpose of this opinion letter, including without limitation the following documents:

- (1) the Registration Statement (including all filed exhibits thereto);
- (2) an executed copy of the Indenture, including the form of Subsidiary Guarantee of the Exchange Notes (the "Guarantee") provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) articles of organization and the operating agreement of the Opinion Subsidiary as in effect on the date hereof and as certified by the Secretary or Assistant Secretary of the Opinion Subsidiary (the "Organizational Documents");
- (6) a certificate of legal existence for the Opinion Subsidiary as of a recent date; and
- (7) a certificate of the Secretary or Assistant Secretary of the Opinion Subsidiary, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents." The documents referenced as (5) through (7) are collectively referred to as the "Authorization Documents" (together with the Transaction Documents, the "Reviewed Documents").

In rendering this opinion letter, we have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other limited liability company agreements and instruments of the Opinion Subsidiary, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiary, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinion hereinafter expressed.

We have made such examination of the laws of the State of Indiana and the State of New York as we deemed relevant for purposes of this opinion letter, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Indiana and the State of New York.

In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiary.

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In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiary, all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and (iv) the Guarantee of the Opinion Subsidiary (in the form examined by us) has been duly executed by the Opinion Subsidiary, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Opinion Subsidiary will constitute a valid and binding obligation of the Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) We express no opinion herein regarding Indiana or New York securities and blue sky laws.

(b) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate, limited liability company or other analogous purposes.

(c) Our opinion may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally, including without limitation laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

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(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to: (i) the enforceability of (A) any provision of the Indenture or the Exchange Notes or of the Guarantee purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Opinion Subsidiary or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitation or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Guarantee relating to choice of law; or (ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Guarantee which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Guarantee purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Guarantee whose terms are left open for later resolution by the parties.

(f) Enforceability of the Guarantee is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantee may be unenforceable under or limited by the laws of the State of Indiana and/or the State of New York; however, such laws do not, in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantee, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantee after execution and delivery of such Guarantee may prevent the practical realization of the benefits intended by the Guarantee through a release or discharge of the Opinion Subsidiary.

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We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof and is subject to, and may be affected by, future changes in the factual matters set forth herein, or future legislative action or judicial decisions and we undertake no duty to advise you of the same. We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters". In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Ice Miller LLP

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Des Moines

Albany

Atlanta

**Kevin D. Morgan**

morgan@baudino.com

Resident in Des Moines Office

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle, Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Iowa counsel to OHI (Iowa), LLC, an Iowa limited liability company (the "Iowa Subsidiary Guarantor"), a direct or indirect subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and by the subsidiary guarantors listed on Schedule I (the "Guarantors"), which includes the Iowa Subsidiary Guarantor, with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2014 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015 and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Iowa law.

In connection herewith, we have examined:

- (1) the Registration Statement (not including any exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) Articles of Conversion of OHI (Iowa), Inc., an Iowa corporation, into OHI (Iowa), LLC, an Iowa limited liability company, and a Certificate of Organization of the Iowa Subsidiary Guarantor as in effect on the date hereof and as certified by the Secretary of the Iowa Subsidiary Guarantor;
- (6) the Operating Agreement of Iowa Subsidiary Guarantor, as in effect on the date hereof and as certified by the Secretary of the Iowa Subsidiary Guarantor;
- (7) a certificate of legal existence and good standing for the Iowa Subsidiary Guarantor as of a recent date; and
- (8) a certificate of the Secretary of the Iowa Subsidiary Guarantor, certifying as to resolutions relating to the transactions referred to herein, the Articles of Conversion and Certificate of Organization of Iowa Subsidiary Guarantor, the Operating Agreement of Iowa Subsidiary Guarantor, and the incumbency of officers ("Secretary Certificate").

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents," and the term Transaction Documents shall not include any other documents, contracts or matters referred to, described or incorporated by reference therein. The documents referenced as items (1) through (8) above are collectively referred to as the "Reviewed Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Iowa Subsidiary Guarantor, certificates of public officials and officers or other appropriate representatives of the Iowa Subsidiary Guarantor, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Iowa Subsidiary Guarantor.

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In connection herewith, we have assumed that, other than with respect to the Iowa Subsidiary Guarantor, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have also assumed that there are no written or oral terms and conditions agreed to by, or course of conduct or dealings between any of the parties to the Transaction Documents that amend, delete, supplement, alter or otherwise vary the express terms of any of the Transaction Documents and that the Registration Statement, as executed and delivered, conform in all material respects to the drafts delivered to us, with all blank spaces appropriately completed and all appropriate exhibit attached.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee (in the form examined by us) has been duly executed by the Iowa Subsidiary Guarantor, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Iowa Subsidiary Guarantor provided for in the Indenture will constitute a valid and binding obligation of the Iowa Subsidiary Guarantor under Iowa law.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Iowa state law (excluding the securities and blue sky laws of Iowa, as to which we express no opinion) and the federal laws of the United States of America. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

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(b) We express no opinion herein as to the enforceability of the Exchange Notes.

(c) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or Guarantee (collectively, the "Operative Documents") purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Iowa Subsidiary Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (7) provide for or grant a power of attorney, or (B) any provision of the Operative Documents relating to choice of law; or

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(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Enforceability of the Guarantee is further subject to the qualifications that certain waivers, procedures, remedies, and other provisions of the Guarantee may be unenforceable under or limited by Iowa law; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantee, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantee after execution and delivery of such Guarantee may prevent the practical realization of the benefits intended by the Guarantee through a release or discharge of the Iowa Subsidiary Guarantor.

(g) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Sincerely,

BAUDINO LAW GROUP, PLC

By: /s/ Kevin D. Morgan  
Kevin D. Morgan

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## Schedule I

## Guarantors

Entity Name	State or other jurisdiction of formation
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver Iliff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware

Entity Name	State or other jurisdiction of formation
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93rd Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware



Entity Name	State or other jurisdiction of formation
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burlison, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset CSE–E Subsidiary, LLC	Delaware
OHI Asset CSE–U Subsidiary, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujung, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skylar Pensacola, LLC	Florida
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa
Sterling Acquisition, LLC	Kentucky
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland

Entity Name	State or other jurisdiction of formation
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi
Ocean Springs Nursing Home, LLC	Mississippi
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary's Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio
Bala Cynwyd Real Estate, LP	Pennsylvania
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Wheeler Healthcare Associates, L.L.C.	Texas

[Letterhead of Wyatt, Tarrant & Combs, LLP]

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by  
Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Kentucky counsel to that certain wholly owned, direct or indirect subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), identified as "Opinion Subsidiary" on Schedule I hereto (the "Opinion Subsidiary"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015, and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Kentucky law with respect to the Opinion Subsidiary.

In connection herewith, we have examined:

1. the Registration Statement (including all exhibits thereto);
2. an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee") provided for therein;
3. the form of the Initial Notes;
4. the form of the Exchange Notes;
5. the articles of organization and operating agreement of the Opinion Subsidiary as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of such Opinion Subsidiary as of the date hereof (the "Organizational Documents");
6. a certificate of existence for each Opinion Subsidiary as of August 13, 2015; and
7. certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of the Opinion Subsidiary as the date hereof, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

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We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Opinion Subsidiary, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiary, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiary.

In connection herewith, we have assumed that other than with respect to the Opinion Subsidiary and its Guarantee, all of the documents referred to in this opinion have been duly authorized, executed and delivered by all of the parties thereto, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee (in the form examined by us) has been duly executed by the Opinion Subsidiary, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of Opinion Subsidiary provided for in the Indenture will constitute a valid and binding obligation of Opinion Subsidiary.

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In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Kentucky state law (excluding the securities and blue sky laws of such state, as to which we express no opinion). The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) in the Commonwealth of Kentucky on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

( b ) We express no opinion herein as to the enforceability of the Exchange Notes or any of the other Transaction Documents other than the Guarantee of the Opinion Subsidiary. We have assumed that there has been no misrepresentation, fraud, duress, or mutual mistake of fact by any of the parties to the Transaction Documents.

(c) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

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(d) The opinion expressed herein is subject to and may be limited by: (i) all applicable bankruptcy, insolvency, reorganization, receivership, fraudulent conveyancing, preferential transfer, moratorium or similar laws of general application and court decisions affecting the rights of creditors; (ii) general principles of equity (regardless of whether considered in a proceeding at law or in equity); and (iii) an implied covenant of good faith and fair dealing.

(e) Certain rights, remedies and other provisions in the Guarantee of the Opinion Subsidiary may be limited or rendered unenforceable by applicable laws of the Commonwealth of Kentucky or judicial decisions governing such provisions, but in our opinion such laws and judicial decisions do not, subject to the other qualifications and limitations in this opinion, render the Guarantee of the Opinion Subsidiary invalid as a whole, and there exist, in the Guarantee of the Opinion Subsidiary or pursuant to applicable law, adequate rights, remedies and provisions for the practical realization of the principal benefits intended to be provided by the Guarantee of the Opinion Subsidiary, except for the economic consequences of any judicial, administrative or other procedural delay which may be imposed by, relate to or result from such laws and judicial decisions.

(f) Any provisions contained in any of the Guarantee of the Opinion Subsidiary reciting that various acts or omissions of the Trustee shall not impair the rights and remedies of the Trustee may not be enforceable depending on the particular facts and circumstances bearing upon the conduct of the Trustee with regard to such acts or omissions.

(g) Any provisions contained in any of the Guarantee of the Opinion Subsidiary for waiver of jury trial by the Opinion Subsidiary, or that impose liquidated damages, penalties, forfeitures, late payment charges or an increase in the applicable interest rate upon default by the Opinion Subsidiary, or upon other conditions, that appoint the Trustee or others as the agent or attorney-in-fact for the Opinion Subsidiary, that provide that the Trustee shall be liable only for gross negligence or willful misconduct, or that purport to select a particular court as the forum for the resolution of disputes may not be enforceable under Kentucky law but their inclusion in the Guarantee of the Opinion Subsidiary will not impair the validity, binding effect or enforceability of the other provisions of the Guarantee of the Opinion Subsidiary.

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(h) We express no opinion as to the enforceability of (1) any provision of the Guarantee of the Opinion Subsidiary purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) provide that remedies are cumulative or that decisions by a party are conclusive or (E) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of the Guarantee of the Opinion Subsidiary relating to choice of law.

(i) No opinion is expressed regarding: (i) the laws, statutes and ordinances, administrative decisions, rules and regulations and other legal requirements of counties, towns, municipalities and political subdivisions of Kentucky; or (ii) any law or regulation concerning securities, taxation, labor, employee benefits, environmental protection, anti-trust or unfair competition.

(j) We express no opinion on the enforceability of any prepayment premium in the event that it is held to be a penalty, an unreasonable charge or anything other than a valid liquidated damages clause.

(k) We express no opinion as to any tax matters, the enforceability or impact of any tax laws or tax-related provisions in the Guarantee of the Opinion Subsidiary, or the availability of any tax credits or abatements.

(l) We call your attention to the fact that we do not routinely act as counsel to the Opinion Subsidiary, and have made no special inquiry of such parties and are unaware of the existence of any specific factual matters pertaining to such parties which could affect this opinion.

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We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

*Wyatt, Tarrant & Combs, LLP*

/s/ Wyatt, Tarrant & Combs, LLP

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**Schedule I**

**Subsidiary Guarantors**

(\*\* indicates an Opinion Subsidiary)

<b>Entity Name</b>	<b>State or other jurisdiction of formation</b>
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C.	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Bradenton ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware

Entity Name	State or other jurisdiction of formation
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver Ilyff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware

Entity Name	State or other jurisdiction of formation
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware



Entity Name	State or other jurisdiction of formation
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93rd Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset CSE–E Subsidiary, LLC	Delaware
OHI Asset CSE–U Subsidiary, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujunga, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skyler Pensacola, LLC	Florida
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois

Entity Name	State or other jurisdiction of formation
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa
<b>Sterling Acquisition, LLC**</b>	<b>Kentucky</b>
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi
Ocean Springs Nursing Home, LLC	Mississippi
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio

Entity Name	State or other jurisdiction of formation
Orange Village Care Center, LLC	Ohio
St. Mary's Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio
Bala Cynwyd Real Estate, LP	Pennsylvania
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Wheeler Healthcare Associates, L.L.C.	Texas



October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Massachusetts counsel to that certain wholly owned, direct or indirect, as applicable, subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent") identified as "OHIMA, LLC," a Massachusetts limited liability company (the "Opinion Subsidiary"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.50% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.50% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture dated as of April 1, 2015, and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Massachusetts law.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee") provided for therein;
- (3) executed copies of the Initial Notes;



- (4) the form of the Exchange Notes;
- (5) the certificate of organization and operating agreement of the Opinion Subsidiary as in effect on the date hereof and as certified by the Secretary, Assistant Secretary or other appropriate representative of the Opinion Subsidiary (the "Organizational Documents");
- (6) a certificate of legal existence and good standing for the Opinion Subsidiary as of a recent date; and
- (7) a certificate of the Secretary or other appropriate representatives of the Opinion Subsidiary, certifying as to resolutions relating to the transactions referred to herein and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Opinion Subsidiary, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiary, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiary.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiary, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantee (in the form examined by us) has been duly executed by the Opinion Subsidiary, in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of the Opinion Subsidiary provided for in the Indenture will constitute a valid and binding obligation of the Opinion Subsidiary.

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In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Massachusetts state law (excluding the securities and blue sky laws of such state, as to which we express no opinion) and the federal laws of the United States of America. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(c) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(d) We express no opinion as to the enforceability of (1) any provision of the Indenture purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Parent, the Opinion Subsidiary or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of the Indenture relating to choice of law.

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(e) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ PARTRIDGE SNOW & HAHN LLP

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## Schedule I

### Subsidiary Guarantors

Subsidiary	Jurisdiction of Formation
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware

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**Subsidiary****Jurisdiction of Formation**

Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver Iliff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware

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**Subsidiary****Jurisdiction of Formation**

CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware

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**Subsidiary****Jurisdiction of Formation**

CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware

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**Subsidiary****Jurisdiction of Formation**

Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware

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**Subsidiary****Jurisdiction of Formation**

OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware

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**Subsidiary****Jurisdiction of Formation**

OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware

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**Subsidiary****Jurisdiction of Formation**

OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset CSE–E Subsidiary, LLC	Delaware
OHI Asset CSE–U Subsidiary, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware

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**Subsidiary****Jurisdiction of Formation**

Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujungang, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skyler Pensacola, LLC	Florida
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois

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**Subsidiary****Jurisdiction of Formation**

Watauga Associates, L.L.C.	Illinois
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa
Sterling Acquisition, LLC	Kentucky
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi
Ocean Springs Nursing Home, LLC	Mississippi
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary’s Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio

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**Subsidiary**

**Jurisdiction of Formation**

Wilcare, LLC  
Bala Cynwyd Real Estate, LP  
Pavillion North Partners, LLC  
Pavillion North, LLP  
Pavillion Nursing Center North, LLC  
Wheeler Healthcare Associates, L.L.C.

Ohio  
Pennsylvania  
Pennsylvania  
Pennsylvania  
Pennsylvania  
Texas

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 Jeffrey S. Ammon  
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 David J. Gass  
 J. Scott Timmer  
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 Mark E. Rizik  
 John T. Piggins  
 Alan C. Schwartz  
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 Mary V. Bauman  
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 Jeffrey J. Fraser  
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 Tony Comden  
 D. Andrew Portinga  
 Richard E. Hillary II  
 Thomas S. Baker  
 Nathan D. Plantinga  
 Sarah K. Willey  
 Maxwell N. Barnes  
 Michael E. Stroster  
 Rachel J. Foster  
 Mark S. Pendery  
 Mary L. Tabin  
 Robert W. O'Brien  
 Jeffrey G. Muth  
 Wendy Parr Holtvluwer  
 John T. McFarland  
 Salvatore W. Pirrotta  
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 Sara G. Lachman  
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 Mark S. Wilkinson  
 Timothy C. Gutwald  
 Dustin J. Daniels  
 \_\_\_\_\_  
 Richard J. Puhek  
 Melissa Neckers  
 Matthew K. Bishop  
 Rachel L. Hillegonds  
 Andrew D. Oostema  
 Kathleen Hogan Aguilar  
 Sara A. Nicholson  
 Neil D. Williams  
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 Chris M. Schlegel  
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 C.J. Schneider  
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 Robert A. Johnson  
 (1910 - 1976)  
 Arthur R. Snell  
 (1916 - 1995)  
 John W. Cummiskey  
 (1917 - 2002)



October 6, 2015

Omega Healthcare Investors, Inc.  
 200 International Circle  
 Suite 3500  
 Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have acted as special Michigan counsel to 42235 County Road Holdings Co. LLC, a Michigan limited liability company ("42235 County Road"), and 1200 Ely Street Holdings Co. LLC, a Michigan limited liability company ("1200 Ely Street" and, together with 42235 County Road, the "Michigan Guarantors"), each a direct or indirect subsidiary of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent and the subsidiary guarantors listed on Schedule I hereto (the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (i) First Supplemental Indenture dated as of April 1, 2015, and (ii) Second Supplemental Indenture dated as of August 4, 2015 (the "Supplemental Indentures" and, together with the Original Indenture, the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of any of the other Transaction Documents (as defined below), or any of the related agreements executed or delivered in connection therewith. We have been retained solely for the purpose of rendering certain opinions pursuant to Michigan law.

In connection herewith, we have examined:

1. the Registration Statement in the form to be filed with the Commission on October 6, 2015;
  2. an executed copy of the Original Indenture, including the form of guarantee of the Notes (each, a "Guarantee") provided for therein;
  3. an executed copy of the Supplemental Indentures;
  4. an executed copy of the Initial Notes and the notation of Subsidiary Guarantee endorsed thereon;
  5. the form of the Exchange Notes attached as Exhibit A to the Original Indenture;
  6. the form of notation of Subsidiary Guarantee to be endorsed on the Exchange Notes attached as Exhibit E to the Original Indenture;
  7. the Articles of Organization of 42235 County Road as certified by the Secretary of State of the State of Michigan as of August 13, 2015;
  8. the Limited Liability Company Agreement, as amended, of 42235 County Road, as in effect on the date hereof and as certified by the Secretary of the Michigan Guarantors;
  9. the Articles of Organization of 1200 Ely Road as certified by the Secretary of State of the State of Michigan as of August 13, 2015;
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10. the Amended and Restated Operating Agreement, as amended, of 1200 Ely Road, as in effect on the date hereof and as certified by the Secretary of the Michigan Guarantors;

11. a Certificate of Good Standing from the Michigan Department of Licensing and Regulatory Affairs dated August 13, 2015 with respect to each of the Michigan Guarantors;

12. a certificate of the Secretary of the Michigan Guarantors dated as of the date hereof (the "Secretary Certificate"); and

13. certain resolutions adopted by the sole director or an officer of the sole member of each of the Michigan Guarantors on March 10, 2015 relating to the transactions referred to herein, as certified by the Secretary of the Michigan Guarantors.

The documents referenced as items (1) through (6) above are collectively referred to as the "Transaction Documents."

For purposes of this opinion letter, we have not reviewed any documents other than the foregoing. In particular, we have not reviewed any document that is referred to in or incorporated by reference into the Indenture (other than the Initial Notes, the form of Exchange Notes and the form of notation of Subsidiary Guarantee). We have assumed that there exists no provision in any document that we have not reviewed that bears upon or is inconsistent with the opinion stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sources maintained by a court or government authority or regulatory body, and the authenticity of the originals or such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. As to matters of fact material to our opinion, we have relied, without independent investigation, upon the representations contained in the Transaction Documents and on statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Michigan Guarantors.

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In connection herewith, we have assumed that, other than with respect to the Michigan Guarantors, all of the Transaction Documents have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents. We have also assumed, with your permission, that the Trustee has duly authenticated the Initial Notes.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement as finally amended (including all pre- and post-effective amendments) has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and duly authenticated and delivered by the Trustee in accordance with the provisions of the Indenture and issued in exchange for the Initial Notes and the notations of Subsidiary Guarantee (in the form examined by us) have been duly executed by the Michigan Guarantors, each in accordance with the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee provided for in the Indenture by each of the Michigan Guarantors with respect to the Exchange Notes will constitute a valid and binding obligation of such Michigan Guarantor.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

a. Our opinion herein reflects only the application of applicable Michigan law (excluding the securities and blue sky laws of such State) that we, based on our experience, recognize as applicable to the Michigan Guarantors in a transaction of the type contemplated by the Indenture. We express no opinion as to the effect of the laws of any other jurisdiction, including federal laws and rules and regulations relating thereto. We note that the Guarantee and the Indenture are to be governed by and are to be construed and enforced in accordance with the substantive laws of the State of New York. However, in rendering the opinions expressed herein, we have assumed, with your permission, that the substantive laws of the State of Michigan would apply.

b. We express no opinion as to the enforceability of the Exchange Notes.

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c. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

d. Our opinion contained herein is subject to the effect of any (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), (iii) implied covenant of good faith and fair dealing, and (iv) securities laws and public policy underlying such laws with respect to rights to indemnification and contribution.

e. Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

f. We express no opinion as to the enforceability of (1) any provision of the Indenture purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Company or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of the Indenture relating to choice of law.

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October 6, 2015

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g. We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

h. We express no opinion as to (i) the authorizations, approvals or consents that may be necessary under federal or state securities and "blue sky" laws (including without limitation, Michigan securities and "blue sky" laws) in connection with the transactions contemplated by the Transaction Documents or (ii) the qualification of the Indenture under federal or state securities laws, including without limitation the Trust Indenture Act of 1939, as amended.

We do not render any opinions except as set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Sincerely,

MILLER JOHNSON

By: /s/ Maxwell N. Barnes  
Maxwell N. Barnes

MNB:jao  
Enclosure

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## Schedule I

## Guarantors

Entity Name	State or other jurisdiction of formation
Encanto Senior Care, LLC	Arizona
G&L Gardens, LLC	Arizona
Palm Valley Senior Care, LLC	Arizona
Ridgecrest Senior Care, LLC	Arizona
11900 East Artesia Boulevard, LLC	California
13922 Cerise Avenue, LLC	California
1628 B Street, LLC	California
2400 Parkside Drive, LLC	California
245 East Wilshire Avenue, LLC	California
3232 Artesia Real Estate, LLC	California
3806 Clayton Road, LLC	California
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
Golden Hill Real Estate Company, LLC	California
2425 Teller Avenue, LLC	Colorado
Bayside Colorado Healthcare Associates, LLC	Colorado
OHI (Connecticut), LLC	Connecticut
446 Sycamore Road, L.L.C.	Delaware
Albany Street Property, L.L.C.	Delaware
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bayside Street II, LLC	Delaware

Entity Name	State or other jurisdiction of formation
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Colonial Madison Associates, L.L.C.	Delaware
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware

Entity Name	State or other jurisdiction of formation
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware
CSE Corpus North LLC	Delaware
CSE Denver Iliff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware

Entity Name	State or other jurisdiction of formation
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware
Falcon Four Property Holding, L.L.C.	Delaware



Entity Name	State or other jurisdiction of formation
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Fort Stockton Property, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
Gardnerville Property, L.L.C.	Delaware
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Illinois Missouri Properties, L.L.C.	Delaware
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware

Entity Name	State or other jurisdiction of formation
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93rd Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (SC) Aiken, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE – E, LLC	Delaware
OHI Asset CSE – U, LLC	Delaware
OHI Asset CSE–E Subsidiary, LLC	Delaware

Entity Name	State or other jurisdiction of formation
OHI Asset CSE-U Subsidiary, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Mezz Lender, LLC	Delaware
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Orange ALF Property, L.L.C.	Delaware
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Panama City Nursing Center LLC	Delaware
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pocatello Idaho Property, L.L.C.	Delaware
Prescott Arkansas, L.L.C.	Delaware
Ravenna Ohio Property, L.L.C.	Delaware
Richland Washington, L.L.C.	Delaware
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Maitland LLC	Delaware

Entity Name	State or other jurisdiction of formation
Skyview Associates, L.L.C.	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
Star City Arkansas, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Stevens Avenue Property, L.L.C.	Delaware
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texhoma Avenue Property, L.L.C.	Delaware
Tujung, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Whitlock Street Property, L.L.C.	Delaware
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware
Florida Real Estate Company, LLC	Florida
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Skyler Pensacola, LLC	Florida
Chippewa Valley, L.L.C.	Illinois
Commerce Nursing Homes, L.L.C.	Illinois
Effingham Associates, L.L.C.	Illinois
Heritage Monterey Associates, L.L.C.	Illinois
Hobbs Associates, L.L.C.	Illinois
Idaho Associates, L.L.C.	Illinois
Montana Associates, L.L.C.	Illinois
OHI (Illinois), LLC	Illinois
Orange, L.L.C.	Illinois
Pomona Vista L.L.C.	Illinois
Red Rocks, L.L.C.	Illinois
Rose Baldwin Park Property L.L.C.	Illinois
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Sun-Mesa Properties, L.L.C.	Illinois
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois
OHI (Indiana), LLC	Indiana
OHI (Iowa), LLC	Iowa
Sterling Acquisition, LLC	Kentucky

Entity Name	State or other jurisdiction of formation
48 High Point Road, LLC	Maryland
Arizona Lessor – Infinia, LLC	Maryland
Bayside Street, LLC	Maryland
Colorado Lessor - Conifer, LLC	Maryland
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Florida Lessor – Meadowview, LLC	Maryland
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Indiana Lessor – Wellington Manor, LLC	Maryland
OHI Asset (PA), LP	Maryland
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Tennessee, LLC	Maryland
Omega Healthcare Investors, Inc.	Maryland
Omega TRS I, Inc.	Maryland
PV Realty–Willow Tree, LLC	Maryland
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Washington Lessor – Silverdale, LLC	Maryland
OHIMA, LLC	Massachusetts
1200 Ely Street Holdings Co. LLC	Michigan
42235 County Road Holdings Co. LLC	Michigan
Dixie White House Nursing Home, LLC	Mississippi
Ocean Springs Nursing Home, LLC	Mississippi
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Alamogordo Aviv, L.L.C.	New Mexico
Clayton Associates, L.L.C.	New Mexico
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
Raton Property Limited Company	New Mexico
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary’s Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio

Entity Name	State or other jurisdiction of formation
Bala Cynwyd Real Estate, LP	Pennsylvania
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Wheeler Healthcare Associates, L.L.C.	Texas

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## BUTLER | SNOW

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle; Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have acted as special counsel in the State of Mississippi (the "State") for (i) Dixie White House Nursing Home, LLC, a Mississippi limited liability company ("Dixie White House"); (ii) Ocean Springs Nursing Home, LLC, a Mississippi limited liability company ("Ocean Springs"); (iii) Skyler Florida, LLC, a Mississippi limited liability company ("Skyler Florida"); and (iv) Skyler Boyington, LLC, a Mississippi limited liability company ("Skyler Boyington" and, together with Dixie White House, Ocean Springs, and Skyler Florida, the "Mississippi Guarantors") in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Omega Healthcare Investors, Inc. (the "Parent") and by the subsidiary guarantors listed on Schedule I hereto (the "Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015 and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the "Original Indenture", as so supplemented, being herein referred to as the "Indenture").

We call your attention to the fact that we do not represent the Mississippi Guarantors on a regular basis and that we have represented the Mississippi Guarantors only in a limited capacity in connection with certain specific matters as to which we were consulted by the Mississippi Guarantors and we have not been engaged for any other purposes, and there may exist matters of a legal nature which could have a bearing on the Exchange Offer and the transactions related thereto with respect to which we have not been consulted.

In connection with this opinion, we have reviewed the following documents (items 1 through 4, inclusive, below are collectively referred to herein as the "Transaction Documents"):

*Post Office Box 6010  
Ridgeland, Mississippi 39158*

T 601.985.5711  
F 601.985.4500  
www.butlersnow.com

*1020 Highland Colony Parkway  
Suite 1400  
Ridgeland, Mississippi 39157*

BUTLER SNOW LLP

1. the Registration Statement (excluding the exhibits thereto);
  2. an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a Guarantee,” and collectively, the Guarantees”) provided for therein;
  3. executed copies of the Initial Notes;
  4. the form of the Exchange Notes;
  5. Certificate (the Certificate”) dated as of the date hereof of the Secretaries of each of the Mississippi Guarantors and certain other entities named therein certifying:
    - (a) Certificate of Formation of Dixie White House as being in effect on the date of such Certificate;
    - (b) Operating Agreement of Dixie White House as being in effect on the date of such Certificate;
    - (c) Certificate of Formation of Ocean Springs as being in effect on the date of such Certificate;
    - (d) Operating Agreement of Ocean Springs as being in effect on the date of such Certificate;
    - (e) Certificate of Formation of Skyler Florida as being in effect on the date of such Certificate;
    - (f) Operating Agreement of Skyler Florida as being in effect on the date of such Certificate;
    - (g) Certificate of Formation of Skyler Boyington as being in effect on the date of such Certificate;
    - (h) Operating Agreement of Skyler Boyington as being in effect on the date of such Certificate;
    - (i) Resolutions adopted by each Mississippi Guarantor and certain other entities named therein relating to the Transaction Documents and the transactions contemplated thereby, as being in effect on the date of such Certificate; and
    - (j) The incumbency and specimen signatures of certain officers of each Mississippi Guarantor and such other entities named therein; and
  6. Separate Certificates of Good Standing, each dated as of October 5, 2015, issued by the Secretary of State of the State of Mississippi addressing the good standing of the Mississippi Guarantors (together, the Certificates of Good Standing”).
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We have also examined such certificates of public officials and of representatives of the Mississippi Guarantors and other documents and records and such questions of law as we have deemed necessary as a basis for the opinions set forth below. In making such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. As to various facts material to the opinions set forth herein, we have relied upon the statements and representations made in the Registration Statement and the Indenture and upon such certificates of public officials and of representatives of the Mississippi Guarantors, which facts we have not independently verified. In rendering our opinion herein, we have relied upon the Certificates of Good Standing for the conclusions that each Mississippi Guarantor was duly formed, is validly existing, and is in good standing under the laws of Mississippi.

For purposes of this opinion, we have assumed that:

1. Each Transaction Document, was duly authorized, executed and delivered by, and constitute the valid, binding and enforceable obligations of, the parties thereto other than the Mississippi Guarantors;
2. Consideration for the Transaction Documents has been delivered to the Mississippi Guarantors and is legally sufficient;
3. There are no written or oral terms and conditions agreed to by, or course of conduct or dealings between any of the parties to the Transaction Documents that amend, delete, supplement, alter or otherwise vary the express terms of any of the Transaction Documents;
4. The Transaction Documents, as executed and delivered, conform in all material respects to the drafts delivered to us, with all blank spaces appropriately completed and all appropriate exhibits attached; and
5. Each party has acted in good faith and without notice of any defense against the enforcement of any rights created by the transactions contemplated by the Transaction Documents, and that the parties will act at all times in good faith and in a commercially reasonable manner.

The opinions set forth herein are limited to the law of the State, and we express no opinion herein as to the law of any other jurisdiction. Notwithstanding any governing law provisions contained in the Transactions Documents choosing New York law, we have for purposes of this opinion letter assumed that the courts will apply the laws of the State of Mississippi to the interpretation, construction and enforcement of the Transaction Documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (a) the Registration Statement has become effective under the Act, (b) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, (c) the Exchange Notes (in the form examined by us) have been duly executed and delivered by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes, and (d) the Guarantees (in the form examined by us) have been duly executed and delivered by the Guarantors, each in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, each Guarantee executed by a Mississippi Guarantor will constitute a valid and binding obligation of the Mississippi Guarantor that is a party thereto.

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The opinion set forth above are subject to the following qualifications and limitations:

1. Our opinion herein is (a) limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting generally the rights or remedies of creditors or the obligations of debtors and (b) subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

2. We call to your attention the fact that the Mississippi Supreme Court has not addressed the issue of enforceability of a contractual choice of law provision, however the United States Court of Appeals for the Fifth Circuit in *FMC Finance Corp. v. Murphee*, 632 F.2d 413 (5th Cir. 1980) applied Erie analysis to conclude that Mississippi law recognizes that parties may legitimately control the choice of substantive law in a contract as long as the state law selected bears a rational relation to the transaction, and we rely on that decision to the extent our opinion relates to the enforceability of the contractual choice of New York law. While the matter is not free from doubt, a state or federal court in the State applying State choice of law rules should give effect to the choice of law provisions of those Transaction Documents that choose the laws of New York except where (a) such court determines that the State of New York does not have sufficient contact to the parties to such Transaction Documents or the transaction contemplated by such Transaction Documents or (b) the result obtained from the application of the law of the State of New York would be contrary to the public policy or prejudicial to the interests of the State.

3. We express no opinion as to any of the following to the extent relevant to the Guarantees of the Mississippi Guarantors: (a) any provision in the Transaction Documents that excludes, waives or limits the liability of any party (i) for its own gross fault, intentional fault or for causing physical injury to the other party, (ii) for the released or indemnified's party's negligence, where the release or indemnity does not expressly include liability arising out of such negligence, or (iii) that requires indemnification for the indemnified party's failure to comply with limitations or requirements of applicable law; (b) any provision in the Transaction Documents prohibiting the non-written modification of such documents; (c) as to whether or not any party to the Transaction Documents is in compliance with any covenants, representations or warranties contained in the Transaction Documents; (d) any provision in the Transaction Documents waiving unknown rights or defenses; (e) any provision requiring the payment of attorneys' fees and expenses, in an amount in excess of reasonable attorneys' fees and expenses actually incurred; (f) any provision purporting to shorten any statute of limitations, or waiving in advance any defense with respect to any statute of limitations; (g) any provision of the Transaction Documents granting the Trustee or any Holder the unilateral right or discretion to determine standards or requirements for performance not expressly enumerated in the Transaction Documents; (h) any provision providing for equitable remedies such as specific performance or injunctive relief; (i) any provision of the Transaction Documents which: (1) establish, waive, or define rights relating to exculpation, waiver, or ratification of future acts or conversion; (2) conflict with the provisions of MISS. CODE § 75-17-27, which prohibit the assessment of a late payment charge in excess of \$5.00 or four percent (4%) of the amount of any delinquency, whichever is greater, and which prohibits any such late payment charge unless such delinquency is more than fifteen (15) days past due; or (3) waive or release the right of a debtor, following acceleration of the obligations upon default, to reinstate an installment schedule by tender of past due amounts and certain expenses; and (j) the application of or compliance with: (1) statutes, administrative decisions, rules or regulations of any county, municipality, or special political subdivision or other local authority; (2) ERISA laws, rules and regulations; or (3) federal or state taxation, banking, anti-trust, securities or "blue sky" laws, rules or regulations.

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Omega Healthcare Investors, Inc.

October 6, 2015

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This opinion letter is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. In every instance in this opinion where we have relied on a document prepared, conclusion drawn, or certification made, by another person or entity, we have made no investigation of that other person or entity for purposes of corroborating the accuracy of any information or representations provided to us by that other person or entity; however, we have no knowledge of any facts which would lead us to believe such matters to be untrue or inaccurate.

This opinion letter is made as of the date hereof and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein, including, without limitation, any changes in Mississippi law. Insofar as the opinions herein relate to any actions to be taken after the date of this letter, the opinions are limited to the facts as they exist and the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Butler Snow LLP

BUTLER SNOW LLP

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## Schedule I

### Guarantors

11900 East Artesia Boulevard, LLC  
1200 Ely Street Holdings Co. LLC  
13922 Cerise Avenue, LLC  
1628 B Street, LLC  
2400 Parkside Drive, LLC  
2425 Teller Avenue, LLC  
245 East Wilshire Avenue, LLC  
3232 Artesia Real Estate, LLC  
3806 Clayton Road, LLC  
42235 County Road Holdings Co. LLC  
446 Sycamore Road, L.L.C.  
48 High Point Road, LLC  
523 Hayes Lane, LLC  
637 East Romie Lane, LLC  
Alamogordo Aviv, L.L.C.  
Albany Street Property, L.L.C.  
Arizona Lessor – Infinia, LLC  
Arkansas Aviv, L.L.C.  
Arma Yates, L.L.C.  
Avery Street Property, L.L.C.  
Aviv Asset Management, L.L.C.  
Aviv Financing I, L.L.C.  
Aviv Financing II, L.L.C.  
Aviv Financing III, L.L.C.  
Aviv Financing IV, L.L.C.  
Aviv Financing V, L.L.C.  
Aviv Foothills, L.L.C.  
Aviv Healthcare Capital Corporation  
Aviv Healthcare Properties Operating Partnership I, L.P.  
Aviv Liberty, L.L.C.  
Avon Ohio, L.L.C.  
Bala Cynwyd Real Estate, LP  
Bayside Colorado Healthcare Associates, LLC  
Bayside Street II, LLC  
Bayside Street, LLC  
Belleville Illinois, L.L.C.  
Bellingham II Associates, L.L.C.  
Bethel ALF Property, L.L.C.  
BHG Aviv, L.L.C.  
Biglerville Road, L.L.C.  
Bonham Texas, L.L.C.  
Bradenton ALF Property, L.L.C.  
Burton NH Property, L.L.C.  
California Aviv Two, L.L.C.  
California Aviv, L.L.C.  
Camas Associates, L.L.C.  
Canton Health Care Land, LLC  
Carnegie Gardens LLC  
Casa/Sierra California Associates, L.L.C.  
CFG 2115 Woodstock Place LLC  
Champaign Williamson Franklin, L.L.C.  
Chardon Ohio Property Holdings, L.L.C.  
Chardon Ohio Property, L.L.C.  
Chatham Aviv, L.L.C.  
Chippewa Valley, L.L.C.  
CHR Bartow LLC  
CHR Boca Raton LLC  
CHR Bradenton LLC  
CHR Cape Coral LLC  
CHR Fort Myers LLC  
CHR Fort Walton Beach LLC  
CHR Lake Wales LLC  
CHR Lakeland LLC  
CHR Pompano Beach Broward LLC  
CHR Pompano Beach LLC  
CHR Sanford LLC  
CHR Spring Hill LLC  
CHR St. Pete Bay LLC  
CHR St. Pete Egret LLC  
CHR Tampa Carrollwood LLC  
CHR Tampa LLC  
CHR Tarpon Springs LLC  
CHR Titusville LLC  
Clarkston Care, L.L.C.  
Clayton Associates, L.L.C.  
Colonial Gardens, LLC  
Colonial Madison Associates, L.L.C.  
Colorado Lessor - Conifer, LLC  
Columbus Texas Aviv, L.L.C.  
Columbus Western Avenue, L.L.C.  
Colville Washington Property, L.L.C.  
Commerce Nursing Homes, L.L.C.  
Commerce Sterling Hart Drive, L.L.C.  
Conroe Rigby Owen Road, L.L.C.  
CR Aviv, L.L.C.  
Crete Plus Five Property, L.L.C.  
Crooked River Road, L.L.C.  
CSE Albany LLC  
CSE Amarillo LLC  
CSE Arden L.P.  
CSE Augusta LLC  
CSE Bedford LLC  
CSE Blountville LLC  
CSE Bolivar LLC  
CSE Cambridge LLC  
CSE Cambridge Realty LLC  
CSE Camden LLC  
CSE Canton LLC

CSE Casablanca Holdings II LLC  
CSE Casablanca Holdings LLC  
CSE Cedar Rapids LLC  
CSE Centennial Village, LP  
CSE Chelmsford LLC  
CSE Chesterton LLC  
CSE Claremont LLC  
CSE Corpus North LLC  
CSE Denver Iliff LLC  
CSE Denver LLC  
CSE Douglas LLC  
CSE Elkton LLC  
CSE Elkton Realty LLC  
CSE Fairhaven LLC  
CSE Fort Wayne LLC  
CSE Frankston LLC  
CSE Georgetown LLC  
CSE Green Bay LLC  
CSE Hilliard LLC  
CSE Huntingdon LLC  
CSE Huntsville LLC  
CSE Indianapolis-Continental LLC  
CSE Indianapolis-Greenbriar LLC  
CSE Jacinto City LLC  
CSE Jefferson City LLC  
CSE Jeffersonville-Hillcrest Center LLC  
CSE Jeffersonville-Jennings House LLC  
CSE Kerrville LLC  
CSE King L.P.  
CSE Kingsport LLC  
CSE Knightdale L.P.  
CSE Lake City LLC  
CSE Lake Worth LLC  
CSE Lakewood LLC  
CSE Las Vegas LLC  
CSE Lawrenceburg LLC  
CSE Lenoir L.P.  
CSE Lexington Park LLC  
CSE Lexington Park Realty LLC  
CSE Ligonier LLC  
CSE Live Oak LLC  
CSE Lowell LLC  
CSE Marianna Holdings LLC  
CSE Memphis LLC  
CSE Mobile LLC  
CSE Moore LLC  
CSE North Carolina Holdings I LLC  
CSE North Carolina Holdings II LLC  
CSE Omro LLC  
CSE Orange Park LLC  
CSE Orlando-Pinar Terrace Manor LLC  
CSE Orlando-Terra Vista Rehab LLC  
CSE Pennsylvania Holdings, LP  
CSE Piggott LLC

CSE Pilot Point LLC  
CSE Pine View LLC  
CSE Ponca City LLC  
CSE Port St. Lucie LLC  
CSE Richmond LLC  
CSE Ripley LLC  
CSE Ripon LLC  
CSE Safford LLC  
CSE Salina LLC  
CSE Seminole LLC  
CSE Shawnee LLC  
CSE Spring Branch LLC  
CSE Stillwater LLC  
CSE Taylorsville LLC  
CSE Texarkana LLC  
CSE Texas City LLC  
CSE The Village LLC  
CSE Upland LLC  
CSE Walnut Cove L.P.  
CSE West Point LLC  
CSE Whitehouse LLC  
CSE Williamsport LLC  
CSE Winter Haven LLC  
CSE Woodfin L.P.  
CSE Yorktown LLC  
Cuyahoga Falls Property, L.L.C.  
Dallas Two Property, L.L.C.  
Danbury ALF Property, L.L.C.  
Darren ALF Property, L.L.C.  
Delta Investors I, LLC  
Delta Investors II, LLC  
Denison Texas, L.L.C.  
Desert Lane LLC  
Dixie White House Nursing Home, LLC  
Dixon Health Care Center, LLC  
East Rollins Street, L.L.C.  
Edgewood Drive Property, L.L.C.  
Effingham Associates, L.L.C.  
Elite Mattoon, L.L.C.  
Elite Yorkville, L.L.C.  
Encanto Senior Care, LLC  
Falcon Four Property Holding, L.L.C.  
Falcon Four Property, L.L.C.  
Falfurrias Texas, L.L.C.  
Florida ALF Properties, L.L.C.  
Florida Four Properties, L.L.C.  
Florida Lessor – Meadowview, LLC  
Florida Real Estate Company, LLC  
Fort Stockton Property, L.L.C.  
Four Fountains Aviv, L.L.C.  
Fredericksburg South Adams Street, L.L.C.  
Freewater Oregon, L.L.C.  
Fullerton California, L.L.C.  
G&L Gardens, LLC

Gardnerville Property, L.L.C.  
Georgia Lessor - Bonterra/Parkview, LLC  
Germantown Property, L.L.C.  
Giltex Care, L.L.C.  
Glendale NH Property, L.L.C.  
Golden Hill Real Estate Company, LLC  
Gonzales Texas Property, L.L.C.  
Great Bend Property, L.L.C.  
Greenbough, LLC  
Greenville Kentucky Property, L.L.C.  
Heritage Monterey Associates, L.L.C.  
HHM Aviv, L.L.C.  
Hidden Acres Property, L.L.C.  
Highland Leasehold, L.L.C.  
Hobbs Associates, L.L.C.  
Hot Springs Atrium Owner, LLC  
Hot Springs Aviv, L.L.C.  
Hot Springs Cottages Owner, LLC  
Hot Springs Marina Owner, LLC  
Houston Texas Aviv, L.L.C.  
Hutchinson Kansas, L.L.C.  
Hutton I Land, LLC  
Hutton II Land, LLC  
Hutton III Land, LLC  
Idaho Associates, L.L.C.  
Illinois Missouri Properties, L.L.C.  
Indiana Lessor – Wellington Manor, LLC  
Iowa Lincoln County Property, L.L.C.  
Jasper Springhill Street, L.L.C.  
Kansas Five Property, L.L.C.  
Karan Associates Two, L.L.C.  
Karan Associates, L.L.C.  
Karissa Court Property, L.L.C.  
KB Northwest Associates, L.L.C.  
Kentucky NH Properties, L.L.C.  
Kingsville Texas, L.L.C.  
LAD I Real Estate Company, LLC  
Leatherman 90-1, LLC  
Leatherman Partnership 89-1, LLC  
Leatherman Partnership 89-2, LLC  
Louisville Dutchmans Property, L.L.C.  
Magnolia Drive Property, L.L.C.  
Manor Associates, L.L.C.  
Mansfield Aviv, L.L.C.  
Massachusetts Nursing Homes, L.L.C.  
McCarthy Street Property, L.L.C.  
Meridian Arms Land, LLC  
Minnesota Associates, L.L.C.  
Mishawaka Property, L.L.C.  
Missouri Associates, L.L.C.  
Missouri Regency Associates, L.L.C.  
Montana Associates, L.L.C.  
Monterey Park Leasehold Mortgage, L.L.C.  
Mount Washington Property, L.L.C.

Mt. Vernon Texas, L.L.C.  
Murray County, L.L.C.  
Muscatine Toledo Properties, L.L.C.  
N.M. Bloomfield Three Plus One Limited Company  
N.M. Espanola Three Plus One Limited Company  
N.M. Lordsburg Three Plus One Limited Company  
N.M. Silver City Three Plus One Limited Company  
New Hope Property, L.L.C.  
Newtown ALF Property, L.L.C.  
Nicholasville Kentucky Property, L.L.C.  
North Las Vegas LLC  
North Royalton Ohio Property, L.L.C.  
Norwalk ALF Property, L.L.C.  
NRS Ventures, L.L.C.  
Oakland Nursing Homes, L.L.C.  
Ocean Springs Nursing Home, LLC  
October Associates, L.L.C.  
Ogden Associates, L.L.C.  
OHI (Connecticut), LLC  
OHI (Illinois), LLC  
OHI (Indiana), LLC  
OHI (Iowa), 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 (AZ) Austin House, LLC  
OHI Asset (CA), LLC  
OHI Asset (CO), LLC  
OHI Asset (CT) Lender, LLC  
OHI Asset (FL) Lake Placid, LLC  
OHI Asset (FL) Lender, LLC  
OHI Asset (FL) Lutz, LLC  
OHI Asset (FL), LLC  
OHI Asset (GA) Dunwoody, LLC  
OHI Asset (GA) Macon, LLC  
OHI Asset (GA) Moultrie, LLC  
OHI Asset (GA) Roswell, LLC  
OHI Asset (GA) Snellville, LLC  
OHI Asset (ID) Holly, LLC  
OHI Asset (ID) Midland, LLC  
OHI Asset (ID), LLC  
OHI Asset (IL), LLC  
OHI Asset (IN) American Village, LLC  
OHI Asset (IN) Anderson, LLC  
OHI Asset (IN) Beech Grove, LLC  
OHI Asset (IN) Clarksville, LLC  
OHI Asset (IN) Clinton, LLC



OHI Asset (IN) Connersville, LLC  
OHI Asset (IN) Crown Point, LLC  
OHI Asset (IN) Eagle Valley, LLC  
OHI Asset (IN) Elkhart, LLC  
OHI Asset (IN) Forest Creek, LLC  
OHI Asset (IN) Fort Wayne, LLC  
OHI Asset (IN) Franklin, LLC  
OHI Asset (IN) Greensburg, LLC  
OHI Asset (IN) Indianapolis, LLC  
OHI Asset (IN) Jasper, LLC  
OHI Asset (IN) Kokomo, LLC  
OHI Asset (IN) Lafayette, LLC  
OHI Asset (IN) Madison, LLC  
OHI Asset (IN) Monticello, LLC  
OHI Asset (IN) Noblesville, LLC  
OHI Asset (IN) Rosewalk, LLC  
OHI Asset (IN) Salem, LLC  
OHI Asset (IN) Seymour, LLC  
OHI Asset (IN) Spring Mill, LLC  
OHI Asset (IN) Terre Haute, LLC  
OHI Asset (IN) Wabash, LLC  
OHI Asset (IN) Westfield, LLC  
OHI Asset (IN) Zionsville, LLC  
OHI Asset (LA) Baton Rouge, LLC  
OHI Asset (LA), LLC  
OHI Asset (MD), LLC  
OHI Asset (MI) Heather Hills, LLC  
OHI Asset (MI), LLC  
OHI Asset (MO), LLC  
OHI Asset (MS) Byhalia, LLC  
OHI Asset (MS) Cleveland, LLC  
OHI Asset (MS) Clinton, LLC  
OHI Asset (MS) Columbia, LLC  
OHI Asset (MS) Corinth, LLC  
OHI Asset (MS) Greenwood, LLC  
OHI Asset (MS) Grenada, LLC  
OHI Asset (MS) Holly Springs, LLC  
OHI Asset (MS) Indianola, LLC  
OHI Asset (MS) Natchez, LLC  
OHI Asset (MS) Picayune, LLC  
OHI Asset (MS) Vicksburg, LLC  
OHI Asset (MS) Yazoo City, LLC  
OHI Asset (NC) Wadesboro, LLC  
OHI Asset (NY) 2nd Avenue, LLC  
OHI Asset (NY) 93rd Street, LLC  
OHI Asset (OH) Lender, LLC  
OHI Asset (OH), LLC  
OHI Asset (OR) Portland, LLC  
OHI Asset (OR) Troutdale, LLC  
OHI Asset (PA) GP, LLC  
OHI Asset (PA) West Mifflin, LP  
OHI Asset (PA), LLC  
OHI Asset (PA), LP  
OHI Asset (SC) Aiken, LLC

OHI Asset (SC) Anderson, LLC  
OHI Asset (SC) Easley Anne, LLC  
OHI Asset (SC) Easley Crestview, LLC  
OHI Asset (SC) Edgefield, LLC  
OHI Asset (SC) Greenville Griffith, LLC  
OHI Asset (SC) Greenville Laurens, LLC  
OHI Asset (SC) Greenville North, LLC  
OHI Asset (SC) Greenville, LLC  
OHI Asset (SC) Greer, LLC  
OHI Asset (SC) Marietta, LLC  
OHI Asset (SC) McCormick, LLC  
OHI Asset (SC) Orangeburg, LLC  
OHI Asset (SC) Pickens East Cedar, LLC  
OHI Asset (SC) Pickens Rosemond, LLC  
OHI Asset (SC) Piedmont, LLC  
OHI Asset (SC) Simpsonville SE Main, LLC  
OHI Asset (SC) Simpsonville West Broad, LLC  
OHI Asset (SC) Simpsonville West Curtis, LLC  
OHI Asset (TN) Bartlett, LLC  
OHI Asset (TN) Collierville, LLC  
OHI Asset (TN) Jefferson City, LLC  
OHI Asset (TN) Memphis, LLC  
OHI Asset (TN) Rogersville, LLC  
OHI Asset (TX) Anderson, LLC  
OHI Asset (TX) Bryan, LLC  
OHI Asset (TX) Burleson, LLC  
OHI Asset (TX) College Station, LLC  
OHI Asset (TX) Comfort, LLC  
OHI Asset (TX) Diboll, LLC  
OHI Asset (TX) Granbury, LLC  
OHI Asset (TX) Hondo, LLC  
OHI Asset (TX) Italy, LLC  
OHI Asset (TX) Winnsboro, LLC  
OHI Asset (TX), LLC  
OHI Asset (UT) Ogden, LLC  
OHI Asset (UT) Provo, LLC  
OHI Asset (UT) Roy, LLC  
OHI Asset (VA) Charlottesville, LLC  
OHI Asset (VA) Farmville, LLC  
OHI Asset (VA) Hillsville, LLC  
OHI Asset (VA) Rocky Mount, LLC  
OHI Asset (WA) Battle Ground, LLC  
OHI Asset (WV) Danville, LLC  
OHI Asset (WV) Ivydale, LLC  
OHI Asset CHG ALF, LLC  
OHI Asset CSB LLC  
OHI Asset CSE – E, LLC  
OHI Asset CSE – U, LLC  
OHI Asset CSE–E Subsidiary, LLC  
OHI Asset CSE–U Subsidiary, LLC  
OHI Asset HUD CFG, LLC  
OHI Asset HUD Delta, LLC  
OHI Asset HUD H-F, LLC  
OHI Asset HUD SF CA, LLC

OHI Asset HUD SF, LLC  
OHI Asset HUD WO, LLC  
OHI Asset II (CA), LLC  
OHI Asset II (FL), LLC  
OHI Asset II (PA), LP  
OHI Asset III (PA), LP  
OHI Asset IV (PA) Silver Lake, LP  
OHI Asset Management, LLC  
OHI Asset RO PMM Services, LLC  
OHI Asset RO, LLC  
OHI Asset, LLC  
OHI Healthcare Properties Holdco, Inc.  
OHI Healthcare Properties Limited Partnership  
OHI Mezz Lender, LLC  
OHI Tennessee, LLC  
OHIMA, LLC  
Ohio Aviv Three, L.L.C.  
Ohio Aviv Two, L.L.C.  
Ohio Aviv, L.L.C.  
Ohio Indiana Property, L.L.C.  
Ohio Pennsylvania Property, L.L.C.  
Oklahoma Two Property, L.L.C.  
Oklahoma Warr Wind, L.L.C.  
Omaha Associates, L.L.C.  
Omega Healthcare Investors, Inc.  
Omega TRS I, Inc.  
Orange ALF Property, L.L.C.  
Orange Village Care Center, LLC  
Orange, L.L.C.  
Oregon Associates, L.L.C.  
Oso Avenue Property, L.L.C.  
Ostrom Avenue Property, L.L.C.  
Palm Valley Senior Care, LLC  
Panama City Nursing Center LLC  
Pavillion North Partners, LLC  
Pavillion North, LLP  
Pavillion Nursing Center North, LLC  
Peabody Associates Two, L.L.C.  
Peabody Associates, L.L.C.  
Pennington Road Property, L.L.C.  
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  
Pocatello Idaho Property, L.L.C.  
Pomona Vista L.L.C.  
Prescott Arkansas, L.L.C.  
PV Realty-Willow Tree, LLC  
Raton Property Limited Company  
Ravenna Ohio Property, L.L.C.  
Red Rocks, L.L.C.  
Richland Washington, L.L.C.  
Ridgecrest Senior Care, LLC

Riverside Nursing Home Associates Two, L.L.C.  
Riverside Nursing Home Associates, L.L.C.  
Rockingham Drive Property, L.L.C.  
Rose Baldwin Park Property L.L.C.  
S.C. Portfolio Property, L.L.C.  
Salem Associates, L.L.C.  
San Juan NH Property, LLC  
Sandalwood Arkansas Property, L.L.C.  
Santa Ana-Bartlett, L.L.C.  
Santa Fe Missouri Associates, L.L.C.  
Savoy/Bonham Venture, L.L.C.  
Searcy Aviv, L.L.C.  
Sedgwick Properties, L.L.C.  
Seguin Texas Property, L.L.C.  
Sierra Ponds Property, L.L.C.  
Skyler Boyington, LLC  
Skyler Florida, LLC  
Skyler Maitland LLC  
Skyler Pensacola, LLC  
Skyview Associates, L.L.C.  
Southeast Missouri Property, L.L.C.  
Southern California Nevada, L.L.C.  
St. Joseph Missouri Property, L.L.C.  
St. Mary's Properties, LLC  
Star City Arkansas, L.L.C.  
Stephenville Texas Property, L.L.C.  
Sterling Acquisition, LLC  
Stevens Avenue Property, L.L.C.  
Sun-Mesa Properties, L.L.C.  
Suwanee, LLC  
Texas Fifteen Property, L.L.C.  
Texas Four Property, L.L.C.  
Texas Lessor – Stonegate GP, LLC  
Texas Lessor – Stonegate, Limited, LLC  
Texas Lessor – Stonegate, LP  
Texhoma Avenue Property, L.L.C.  
The Suburban Pavilion, LLC  
Tujunga, L.L.C.  
Tulare County Property, L.L.C.  
VRB Aviv, L.L.C.  
Washington Idaho Property, L.L.C.  
Washington Lessor – Silverdale, LLC  
Washington-Oregon Associates, L.L.C.  
Watauga Associates, L.L.C.  
Wellington Leasehold, L.L.C.  
West Pearl Street, L.L.C.  
West Yarmouth Property I, L.L.C.  
Westerville Ohio Office Property, L.L.C.  
Wheeler Healthcare Associates, L.L.C.  
Whitlock Street Property, L.L.C.  
Wilcare, LLC  
Willis Texas Aviv, L.L.C.  
Yuba Aviv, L.L.C.

[Letterhead of Jones & Smith Law Firm, LLC]

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 under the Securities Act of 1933 filed by Omega Healthcare Investors, Inc. and the Subsidiary Guarantors listed therein

Ladies and Gentlemen:

We have served as special New Mexico counsel to the New Mexico companies listed on Schedule I attached to this letter (the "New Mexico Guarantors," each, a "New Mexico Guarantor") in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), and by the subsidiary guarantors, including the New Mexico Guarantors (collectively, the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2014 (the "Original Indenture"), among the Parent, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain (a) First Supplemental Indenture, dated as of April 1, 2015, and (b) Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein collectively referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have been engaged solely for the purpose of rendering the opinion expressed in this letter pursuant to New Mexico law with respect to the New Mexico Guarantors. We do not routinely act as counsel to the New Mexico Guarantors, and our knowledge of the New Mexico Guarantors' business, records, transactions and activities is limited to our review of the Transaction Documents (as defined below) and the Reviewed Documents (as defined below). We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes.

In connection with issuing the opinion expressed in this letter, we have reviewed, to the extent we determined necessary for the issuance of the opinion, either originals or copies of the following documents:

- (1) the Registration Statement to be filed with the Commission, including exhibits that are pertinent to the opinion expressed in this letter;
- (2) the Indenture, including the form of the subsidiary guarantees of the Exchange Notes attached as an exhibit to the Indenture (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
- (3) the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the articles of organization and operating agreement, including any amendment or restatement thereof, of each New Mexico Guarantor in effect on the date of this letter, as certified by the applicable Secretary, Assistant Secretary or other appropriate officer or representative of each New Mexico Guarantor, dated as of the date hereof;
- (6) a Certificate of Secretary of Subsidiary Guarantors, including each of the New Mexico Guarantors, dated as of the date hereof, certifying as to resolutions authorizing and relating to the transactions referred to herein and the incumbency of such officer or officers; and
- (7) a Certificate of Comparison, with attached copies of the Certificate of Organization and Articles of Organization, and any amendments thereto, for each New Mexico Guarantor issued by the Office of the Secretary of State of New Mexico on August 17, 2015.

The documents referenced in items (1) through (4) above are collectively referred to as the "Transaction Documents." The documents referenced in items (1) through (7) above are collectively referred to as the "Reviewed Documents." For purposes of our opinion, the term Transaction Documents does not include any other documents, contracts or matters referred to or described therein. We have not reviewed any other documents other than the Reviewed Documents, or made any independent investigation, for the purpose of rendering this opinion.

We have, with your consent, assumed that certificates of public officials dated earlier than the date of this opinion letter remain accurate from such earlier dates through and including the date of this opinion letter.

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In our examination of the Reviewed Documents, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system ("EDGAR") or other sites maintained by a court or government authority or regulatory body, the authenticity of the originals or such latter documents, and the accuracy and completeness of all documents reviewed by us in connection with providing the opinion expressed in this letter. If any document that we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, then we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied, without independent investigation as to matters of fact, on statements of governmental officials and on representations made in or pursuant to certificates and statements of appropriate representatives of the Parent and the New Mexico Guarantors.

In connection with our opinion expressed in this letter, we have assumed, other than with respect to the New Mexico Guarantors, that: (i) all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto; (ii) all of the signatories to such documents have been duly authorized by all such parties; (iii) all of such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents; and (iv) all parties, as necessary, are authorized and licensed to conduct business in the state of New Mexico and are otherwise in conformance with New Mexico law.

We have further assumed, with your permission, that the parties to the Transaction Documents and their respective successors and assigns: (i) have acted and will act in good faith and in a commercially reasonable and conscionable manner in the exercise of any rights or enforcement of any remedies under the Transaction Documents; (ii) have not engaged and will not engage in any conduct in the exercise of such rights or enforcement of such remedies that would constitute other than fair dealing; and (iii) have complied and will comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Transaction Documents.

We have further assumed, with your permission, that: (i) the exercise of any rights or enforcement of any remedies under the Transaction Documents will not be unconscionable, will not result in a breach of the peace, or otherwise be contrary to public policy, and will be consistent with the laws of the state of New Mexico pertaining thereto; (ii) no party has notice of any defense against enforcement of the Transaction Documents; (iii) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (iv) there are no agreements or understandings among the parties to the Transaction Documents, written or oral, other than the Transaction Documents, and there is no course of performance, course of dealing, or usage of trade among such parties, that would amend, modify, define, supplement or qualify, either directly or indirectly, the terms and conditions of the Transaction Documents; and (v) the Transaction Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder.

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Based on the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth in this letter, we are of the opinion that, when: (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes, and the Guarantees (in the form examined by us) have been duly executed by the Subsidiary Guarantors, including the New Mexico Guarantors, each in accordance with the provisions of the Indenture on consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, then each Guarantee will constitute a valid and binding obligation of the New Mexico Guarantor that is a party thereto.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based on the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein is based on only the applicable New Mexico state law as of the date of this letter. We specifically express no opinion as to any federal, or New Mexico state or local, laws, rules, or regulations pertaining to securities and blue sky laws; taxes; banking, financial institutions, insurance companies, and investment companies; antitrust and unfair competition; fiduciary duty requirements; the creation, attachment, perfection, or priority of any lien or security interest; bankruptcy, fraudulent transfer, and other insolvency laws; patents, copyrights, trademarks, trade secrets, and other intellectual property; criminal acts; racketeering; terrorism; money laundering; the environment; land use; health and safety; and pension, employee benefits and labor. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based on the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion if such law is changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to the application or impact of the laws of any jurisdiction other than the laws of the state of New Mexico.

(b) Our opinion set forth herein may be limited by: (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination; (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law); and (iii) an implied covenant of good faith and fair dealing.

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(c) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees; (vi) limit self-help, rights of setoff, or the right to possession of the real or personal property or collection of rental or other income without appointment of a receiver, or impose procedural requirements or limit the rights or powers of a receiver; (vii) limit provisions purporting to establish evidentiary standards; (viii) limit provisions that permit, to the extent such amounts exceed actual damages, collection of a late charge, increased interest rate after default or maturity, or a prepayment premium or penalty; (ix) limit provisions purporting to appoint a lender as attorney-in-fact for a borrower; (x) limit provisions for charging interest on interest; (xi) limit provisions that purport to establish or maintain priority of the lien of the Transaction Documents; or (xii) limit the interest rate applicable to the indebtedness.

(d) We express no opinion as to:

(i) the enforceability of: (A) any provision of the Indenture, the Exchange Notes, or the Guarantees (collectively, the "Operative Documents") purporting or attempting to (1) confer exclusive jurisdiction or venue on certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent, any Guarantor or any other person to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, remedies, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law, or (7) provide for or grant a power of attorney; or (B) any provision of the Operative Documents relating to choice of law;

(ii) the enforceability of: (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights; (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it; or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties;

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(iii) whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes; or

(iv) any matter whatsoever relating to: (i) the adequacy of the consideration for the loan transactions contemplated by the Operative Documents; (ii) the financial status of each New Mexico Guarantor; or (iii) the ability of each New Mexico Guarantor to meet its obligations under the Operative Documents.

(e) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the state of New Mexico; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Guarantors.

(f) The rights of the Trustee or any other holder of the Exchange Notes under the Transaction Documents may be limited by NMSA 1978, as amended, Section 55-3-419, that provides guarantors with certain rights as accommodation parties.

We do not render any opinions except as expressly set forth in this letter, and no other opinions may be implied or inferred. The opinion set forth in this letter is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed in this letter. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our law firm under the caption "Legal Matters" in the prospectus filed as a part thereof. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

**JONES & SMITH LAW FIRM, LLC**

By:           /s/ Donald L. Jones            
Donald L. Jones

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**Schedule I**

**New Mexico Guarantors**

Alamogordo Aviv, L.L.C.

Clayton Associates, L.L.C.

N.M. Bloomfield Three Plus One Limited Company

N.M. Espanola Three Plus One Limited Company

N.M. Lordsburg Three Plus One Limited Company

N.M. Silver City Three Plus One Limited Company

Raton Property Limited Company

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[Letterhead of Dinsmore & Schol LLP]

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: Registration Statement on Form S-4 filed by Omega Healthcare Investors, Inc.

Ladies and Gentlemen:

We have served as special Ohio counsel to those certain wholly owned, direct or indirect, as applicable, subsidiaries of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent") identified as "Opinion Subsidiaries" on Schedule I hereto (the "Opinion Subsidiaries"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by the Parent, the Opinion Subsidiaries and certain other the subsidiary guarantors (collectively with the Opinion Subsidiaries, the "Subsidiary Guarantors") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2015 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors signatory thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of April 1, 2015 and that certain Second Supplemental Indenture dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Initial Notes, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes or the Exchange Notes. We have been retained solely for the purpose of rendering certain opinions pursuant to Ohio law.

In connection herewith, we have examined:

- (1) the Registration Statement (including all exhibits thereto);
- (2) an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee", and collectively, the Guarantees) provided for therein;

- (3) executed copies of the Initial Notes;
- (4) the form of the Exchange Notes;
- (5) the articles of organization, and limited liability company operating agreements of each of the Opinion Subsidiaries as in effect on the date hereof and as certified by Secretary or other appropriate representative of such Opinion Subsidiary (the "Organizational Documents");
- (6) a certificate of full force and effect for each of the Opinion Subsidiaries as of a recent date; and
- (7) certificates of the respective Secretaries or other appropriate representatives of each of the Opinion Subsidiaries, certifying as to resolutions relating to the transactions referred to herein, the due execution and delivery of the Transaction Documents, the number of members, and the incumbency of officers.

The documents referenced as items (1) through (4) above are collectively referred to as the "Transaction Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other limited liability company records, agreements and instruments of the Opinion Subsidiaries, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiaries, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied, with your permission and without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Opinion Subsidiaries.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiaries, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

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Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Act, (ii) the Indenture has become duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) have been duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes and the Guarantees (in the form examined by us) have been duly executed by Opinion Subsidiaries in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, each Guarantee of the Opinion Subsidiary will constitute a valid and binding obligation of each such Opinion Subsidiary.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable Ohio state law (excluding the securities and blue sky laws of such state, as to which we express no opinion) and the federal laws of the United States of America. The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the enforceability of the Initial Notes or the Exchange Notes.

(c) Our opinion contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

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(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

(e) We express no opinion as to the enforceability of (1) any provision of the Transaction Documents purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Parent, any Opinion Subsidiary or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) any provision of any Transaction Document relating to choice of law. Each Guarantee states that the laws of the State of New York are to govern its terms and provisions and we do not render any opinion as to the enforceability of any Guarantee under the laws of the State of New York.

(f) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the State of Ohio; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Opinion Subsidiaries.

(g) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

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We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the captions "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

DINSMORE & SHOHL LLP

/s/ Charles F. Hertlein, Jr.

Charles F. Hertlein, Jr.

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Schedule I

Opinion Subsidiaries

Subsidiary	State or other jurisdiction of formation
Canton Health Care Land, LLC	Ohio
Colonial Gardens, LLC	Ohio
Dixon Health Care Center, LLC	Ohio
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Meridian Arms Land, LLC	Ohio
Orange Village Care Center, LLC	Ohio
St. Mary's Properties, LLC	Ohio
The Suburban Pavilion, LLC	Ohio
Wilcare, LLC	Ohio



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29th Floor  
New York, NY 10022  
212-867-9500  
Fax 212-599-1759

123 South Broad Street  
Avenue of the Arts  
Philadelphia, PA 19109  
215-772-1500  
Fax 215-772-7620

LibertyView  
457 Haddonfield Road, Suite 600  
Cherry Hill, NJ 08002-2220  
856-488-7700  
Fax 856-488-7720

1105 Market Street, 15th Floor  
Wilmington, DE 19801-1201  
302-504-7800  
Fax 302-504-7820

Cornerstone Commerce Center  
1201 New Road, Suite 100  
Linwood, NJ 08221  
609-601-3010  
Fax 609-601-3011

October 6, 2015

1235 Westlakes Drive, Suite 200  
Berwyn, PA 19312-2401  
610-889-2210  
Fax 610-889-2220

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, Maryland 21030

Re: **Registration Statement on Form S-4 Filed by Omega Healthcare Investors, Inc.**

Ladies and Gentlemen:

We have served as special Pennsylvania counsel to those certain wholly-owned, direct or indirect, as applicable, Pennsylvania subsidiaries of Omega Healthcare Investors, Inc., a Maryland corporation (the "Parent"), identified as "Opinion Subsidiaries" on Schedule I hereto (each, an "Opinion Subsidiary," and collectively the "Opinion Subsidiaries"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed on or about the date hereof by the Parent and certain subsidiary guarantors, including the Opinion Subsidiaries, listed in the Registration Statement (the "Subsidiary Guarantors"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the offer by the Parent (the "Exchange Offer") to exchange up to \$700,000,000 in aggregate principal amount of the Parent's registered 4.500% Senior Notes due 2027 (the "Exchange Notes") for an equal aggregate principal amount of its existing 4.500% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000 (the "Initial Notes"), under the indenture dated as of March 18, 2014 (the "Original Indenture"), among the Parent, the Subsidiary Guarantors party thereto, and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain First Supplemental Indenture dated as of April 1, 2015, and a Second Supplemental Indenture, dated as of August 4, 2015 (the Original Indenture, as so supplemented, being herein referred to as the "Indenture"). All capitalized terms which are defined in the Indenture shall have the same meanings when used herein, unless otherwise specified.

**MONTGOMERY McCRACKEN WALKER & RHOADS LLP**  
**PENNSYLVANIA • NEW YORK • NEW JERSEY • DELAWARE**

A PENNSYLVANIA LIMITED LIABILITY PARTNERSHIP  
LOUIS A. PETRONI, NEW JERSEY RESPONSIBLE PARTNER



We have not been involved in the preparation of the Registration Statement, nor were we involved in the negotiation, preparation or execution of the Indenture, the Guarantees (as defined below), or any of the related agreements executed or delivered in connection with the Initial Notes, the Exchange Notes, the Exchange Offer or the transactions described in the Registration Statement. We have been retained solely for the purpose of rendering certain opinions regarding Pennsylvania law as specifically set forth herein.

In connection herewith, we have examined photocopies of:

1. the Registration Statement (including exhibits thereto relating to the Opinion Subsidiaries);
  2. an executed copy of the Indenture, including the form of the guarantees of the Exchange Notes (each, a "Guarantee," and collectively, the "Guarantees") provided for therein;
  3. executed copies of the Initial Notes;
  4. the form of the Exchange Notes;
  5. the Certificate of Organization and Operating Agreement, as amended by that First Amendment to the Operating Agreement of each of the Opinion Subsidiaries that are limited liability companies and the Statement of Registration and Agreement of Limited Partnership and the First Amended and Restated Agreement of Limited Partnership of each of the Opinion Subsidiaries that is a limited partnership or limited liability limited partnership, in each case as in effect on the date hereof and as certified by the applicable Secretary, Assistant Secretary or other appropriate representative of such Opinion Subsidiary (the "Organizational Documents");
  6. a certificate of legal existence and subsistence for each of the Opinion Subsidiaries; and
  7. certificates of the respective Secretaries, Assistant Secretaries or other appropriate representatives of each of the Opinion Subsidiaries, certifying as to resolutions approving and relating to the transactions referred to herein and the incumbency of such officers or representatives.
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The documents referenced as items (1) through (4) above are collectively referred to as the “Transaction Documents.” The documents referenced as items (1) through (7) above are collectively referred to as the “Reviewed Documents.”

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other limited liability and limited partnership records, agreements and instruments of the respective Opinion Subsidiaries, certificates of public officials and officers or other appropriate representatives of the Opinion Subsidiaries, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Reviewed Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission, or which we obtained from the Commission’s Electronic Data Gathering Analysis and Retrieval system (“EDGAR”) or other sites maintained by a court or government authority or regulatory body, and the authenticity of the originals of such latter documents. If any document we examined in printed, word processed or similar form has been filed with the Commission on EDGAR or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. When relevant facts were not independently established, we have relied without independent inquiry or investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of authorized representatives of the Opinion Subsidiaries.

In connection herewith, we have assumed that, other than with respect to the Opinion Subsidiaries, all of the documents referred to in this opinion have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties thereto, all of the signatories to such documents have been duly authorized by all such parties and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when (i) the Registration Statement becomes effective under the Act, (ii) the Indenture becomes duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the form examined by us) are duly executed by the Parent and authenticated and delivered by the Trustee and issued in exchange for the Initial Notes, and the Guarantees (in the form examined by us) have been duly executed by each Opinion Subsidiary in accordance with the provisions of the Indenture upon consummation of the Exchange Offer, and otherwise in accordance with the terms of the Registration Statement and the exhibits thereto, the Guarantee of each Opinion Subsidiary will constitute a valid and binding obligation of each such Opinion Subsidiary.

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In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinion set forth herein is further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Our opinion set forth herein reflects only the application of applicable law of the Commonwealth of Pennsylvania (excluding the securities and blue sky laws of such Commonwealth, as to which we express no opinion). The opinion set forth herein is made as of the date hereof and is subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinion expressed herein is based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

(b) We express no opinion herein as to the Exchange Notes.

(c) Our opinion contained herein may be limited by and is subject to (i) applicable bankruptcy, insolvency, reorganization, arrangement, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity and equitable defenses (regardless of whether considered in a proceeding in equity or at law) and (iii) an implied covenant of good faith and fair dealing.

(d) Our opinion is further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

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(e) We express no opinion as to:

(i) the enforceability of (A) any provision of the Indenture, the Exchange Notes or the Guarantees (collectively, the “Operative Documents”) purporting or attempting to (1) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (2) confer subject matter jurisdiction on a court not having independent grounds therefor, (3) modify or waive the requirements for effective service of process for any action that may be brought, (4) waive the right of the Parent or any other person, including the Subsidiary Guarantors, to a trial by jury, (5) provide that remedies are cumulative or that decisions by a party are conclusive, (6) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law, or (7) provide for or grant a power attorney, or (B) any provision of the Indenture, the Exchange Notes or the Guarantees relating to choice of law, or that authorizes the acceleration of the obligations under a Guarantee notwithstanding a stay or other prohibition preventing such acceleration in respect of the obligations guaranteed; or

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Operative Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any provisions in the Operative Documents purporting to provide to the Trustee or any other person the right to receive costs and expenses beyond those reasonably incurred by it, or (C) provisions in the Operative Documents whose terms are left open for later resolution by the parties.

(f) Enforceability of the Guarantees is further subject to the qualification that certain waivers, procedures, remedies, and other provisions of the Guarantees may be unenforceable under or limited by the laws of the Commonwealth of Pennsylvania; however, such laws do not in our opinion, substantially prevent the practical realization of the benefits intended by the Guarantees, except that the application of principles of guaranty and suretyship to the acts or omissions of the holder of the Guarantees after execution and delivery of such Guarantees may prevent the practical realization of the benefits intended by the Guarantees through a release or discharge of one or more Guarantors.

(g) We express no opinion as to whether a subsidiary may guarantee or otherwise be liable for indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

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Montgomery, McCracken, Walker & Rhoads, LLP

Omega Healthcare Investors, Inc.

October 6, 2015

Page 6

We do not render any opinions except as expressly set forth above and no opinions may be inferred or are implied. The opinion set forth herein is made as of the date hereof. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein and in the related prospectus under the caption "Legal Matters." In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Montgomery, McCracken, Walker & Rhoads, LLP

Montgomery, McCracken, Walker & Rhoads, LLP

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Schedule I

Opinion Subsidiaries

<u>Subsidiary</u>	<u>State or Other Jurisdiction of Formation</u>
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Bala Cynwyd Real Estate, LP	Pennsylvania

[Letterhead of Bryan Cave LLP]

October 6, 2015

Omega Healthcare Investors, Inc.  
200 International Circle  
Suite 3500  
Hunt Valley, MD 21030

RE: Certain Material United States Federal Income Tax Considerations

Ladies and Gentlemen:

You have requested our opinion concerning certain material United States federal income tax considerations in connection with the offer (the “**Exchange Offer**”) by Omega Healthcare Investors, Inc., a Maryland corporation (the “**Company**”), to exchange up to \$700,000,000 in aggregate principal amount of the Company’s registered 4.50% Senior Notes due 2027 for an equal aggregate principal amount of its existing 4.50% Senior Notes due 2027 issued and outstanding in the aggregate principal amount of \$700,000,000, pursuant to a Registration Statement on Form S-4 to be filed with the Securities and Exchange Commission (the “**Registration Statement**”). We have acted as counsel to the Company in connection with, and have participated in the preparation of, the Registration Statement.

In rendering our opinion, we have examined and relied on originals or copies certified or otherwise identified to our satisfaction of (i) the Articles of Incorporation, the Articles of Amendment, Articles of Amendment and Restatement, and Articles Supplementary thereto, of the Company and its subsidiaries, (ii) the statements and representations made in the Registration Statement, and (iii) such other documents, certificates, and records as we have deemed necessary or appropriate. We also have relied upon factual statements and representations made to us by representatives of the Company that are set forth in a certificate executed and provided to us by the Company (the “**Officers’ Certificate**”). With respect to the ownership of stock of the Company for certain periods prior to March 8, 2004, we also have relied on a letter from Explorer Holdings, L.P., regarding the ownership of stock of the Company by Explorer Holdings, L.P., Explorer Holdings Level II, L.P., and Hampstead Investment Partners III, L.P. (the “**Representation Letter**”). For purposes of this opinion, we have assumed the validity and accuracy of the documents, certificates and records set forth above, and that the statements and representations made therein are and will remain true and complete. We also have assumed, without independently verifying the facts, that the Registration Statement, the Officers’ Certificate, and the Representation Letter, and such other documents, certificates and records and that the statements as to factual matters contained in the Registration Statement, the Officers’ Certificate, and the Representation Letter, and such other documents, certificates and records are true, correct and complete and will continue to be true, correct and complete through the completion of the transactions contemplated therein. For purposes of this opinion, however, we have not assumed the correctness of any statement to the effect that the Company qualifies as a real estate investment trust (“**REIT**”) under the Internal Revenue Code of 1986, as amended (the “**Code**”), and the rules and regulations promulgated thereunder (the “**Regulations**”).

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In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photo copies, and the authenticity of the originals of such copies, or by facsimile or other means of electronic transmission, or which we obtained from the Securities and Exchange Commission's Electronic Data Gathering, Analysis and Retrieval system ("**Edgar**") or other sites maintained by a court or governmental authority or regulatory body and the authenticity of the originals of such latter documents. If any documents we examined in printed, word processed or similar form has been filed with the Securities and Exchange Commission on Edgar or such court or governmental authority or regulatory body, we have assumed that the document so filed is identical to the document we examined except for formatting changes. In making our examination of documents executed, or to be executed, by the parties indicated therein, we have assumed that each party (other than the Company) has, or will have, the power, corporate or other, to enter into and perform all obligations thereunder and we have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties and the validity and binding effect thereof on such parties. All of the documents we have reviewed will be complied with without waiver. Finally, in connection with the opinions rendered below, we have assumed that, during its taxable year ended December 31, 1992, and in each subsequent taxable year to present, the Company has operated and will continue to operate in such a manner that makes and will continue to make the representations contained in the Officers' Certificate true for each of such years, as of the date hereof, and any representation made as a belief, made "to the knowledge of," or made in a similarly qualified manner is true, correct, and complete, as of the date hereof, without such qualification.

In rendering our opinion, we have considered the applicable provisions of the Code, the Regulations, pertinent judicial authorities, interpretive rulings of the Internal Revenue Service and such other authorities as we have considered relevant, all in effect as of the date hereof. It should be noted that statutes, regulations, judicial decisions and administrative interpretations are subject to change at any time (possibly with retroactive effect). A change in the authorities or the accuracy or completeness of any of the information, documents, certificates, records, statements, representations, covenants, or assumptions on which our opinion is based could affect our conclusions.

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Based on the foregoing, in reliance thereon and subject thereto and to the limitations stated below, it is our opinion that:

(a) From and including the Company's taxable year ended December 31, 1992, the Company was and is organized in conformity with the requirements for, its actual method of operation through the date hereof has permitted, and its proposed methods of operations as described in the Officers' Certificate and the Registration Statement will permit, the Company to meet the requirements for, qualification and taxation as a REIT under the Code, and the Company has qualified and will so qualify, and the Company will continue to meet such requirements and qualify as a REIT after consummation of the contemplated transactions and the application of the proceeds, if any, from the offering of the Notes by the Company as described in the Registration Statement.

(b) The discussion in the Registration Statement under the heading "CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS," in so far as such statements constitute a summary of U.S. federal tax matters, fairly and accurately summarizes such matters in all material respects.

The Company's qualification and taxation as a REIT depend upon the Company's ability to meet on a continuing basis, through actual annual operating and other results, the various requirements under the Code with regard to, among other things, the sources of its gross income, the composition of its assets, the level of its distributions to stockholders, the diversity of its stock ownership, and various other qualification tests imposed under the Code. We will not review the Company's compliance with these requirements on a continuing basis. Accordingly, no assurance can be given that the actual results of the operations of the Company and its subsidiaries, the sources of their income, the nature of their assets, the level of the Company's distributions to stockholders, and the diversity of its stock ownership for any given taxable year will satisfy the requirements for qualification and taxation as a REIT under the Code and conform to the representations in the Officers' Certificate.

Except as set forth above, we express no opinion to any party as to the tax consequences, whether federal, state, local or foreign, of the Exchange Offer or any transaction related thereto or contemplated thereby. We consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to Bryan Cave LLP under the heading "Legal Matters" in the Registration Statement. This opinion is expressed as of the date hereof, and we are under no obligation to advise you of, supplement, or revise our opinion to reflect, any changes (including changes that have retroactive effect) in applicable law or any information, document, certificate, record, statement, representation, covenant or assumption relied upon herein that becomes incorrect or untrue.

Very truly yours,

/s/ Bryan Cave LLP

Bryan Cave LLP

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**OMEGA HEALTHCARE INVESTORS, INC.**  
**SUBSIDIARY LIST**  
(As of October 6, 2015)

Subsidiary Name	Home State
1040 Wedding Ford Road, LLC	Arkansas
1101 Waterwell Road, LLC	Arkansas
1149 & 1151 West New Hope Road, LLC	Arkansas
115 Orendorff Avenue, LLC	Arkansas
11900 East Artesia Boulevard, LLC	California
1194 North Chester Street, LLC	Arkansas
1200 Ely Street Holdings Co. LLC	Michigan
13922 Cerise Avenue, LLC	California
1401 Park Avenue, LLC	Arkansas
1628 B Street, LLC	California
202 Tims Avenue, LLC	Arkansas
228 Pointer Trail West, LLC	Arkansas
2400 Parkside Drive, LLC	California
2425 Teller Avenue, LLC	Colorado
245 East Wilshire Avenue, LLC	California
2701 Twin Rivers Drive, LLC	Arkansas
305 West End Avenue Property, L.L.C.	Delaware
3232 Artesia Real Estate, LLC	California
3600 Richards Road, LLC	Arkansas
3806 Clayton Road, LLC	California
42235 County Road Holdings Co. LLC	Michigan
446 Sycamore Road, L.L.C.	Delaware
48 High Point Road, LLC	Maryland
523 Hayes Lane, LLC	California
637 East Romie Lane, LLC	California
700 Mark Drive, LLC	Arkansas
900 Magnolia Road SW, LLC	Arkansas
Alamogordo Aviv, L.L.C.	New Mexico
Albany Street Property, L.L.C.	Delaware
Arizona Lessor - Infinia, LLC	Maryland
Arkansas Aviv, L.L.C.	Delaware
Arma Yates, L.L.C.	Delaware
Avery Street Property, L.L.C	Delaware
Aviv Asset Management, L.L.C.	Delaware
Aviv Financing I, L.L.C.	Delaware
Aviv Financing II, L.L.C.	Delaware
Aviv Financing III, L.L.C.	Delaware
Aviv Financing IV, L.L.C.	Delaware
Aviv Financing V, L.L.C.	Delaware
Aviv Financing VI, L.L.C.	Delaware
Aviv Foothills, L.L.C.	Delaware
Aviv Healthcare Capital Corporation	Delaware
Aviv Healthcare Properties Limited Partnership	Delaware

Subsidiary Name	Home State
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware
Aviv Liberty, L.L.C.	Delaware
Aviv OP Limited Partner, L.L.C.	Delaware
Avon Ohio, L.L.C.	Delaware
Bala Cynwyd Real Estate, LP	Pennsylvania
Bayside Colorado Healthcare Associates, LLC	Colorado
Bayside Street II, LLC	Delaware
Bayside Street, LLC	Maryland
Belleville Illinois, L.L.C.	Delaware
Bellingham II Associates, L.L.C.	Delaware
Bethel ALF Property, L.L.C.	Delaware
BHG Aviv, L.L.C.	Delaware
Biglerville Road, L.L.C.	Delaware
Bonham Texas, L.L.C.	Delaware
Bradenton ALF Property, L.L.C.	Delaware
Brewster ALF Property, L.L.C.	Delaware
Burton NH Property, L.L.C.	Delaware
California Aviv Two, L.L.C.	Delaware
California Aviv, L.L.C.	Delaware
Camas Associates, L.L.C.	Delaware
Canton Health Care Land, LLC	Ohio
Carnegie Gardens LLC	Delaware
Casa/Sierra California Associates, L.L.C.	Delaware
CFG 2115 Woodstock Place LLC	Delaware
Champaign Williamson Franklin, L.L.C.	Delaware
Chardon Ohio Property Holdings, L.L.C.	Delaware
Chardon Ohio Property, L.L.C.	Delaware
Chatham Aviv, L.L.C.	Delaware
Chenal Arkansas, L.L.C.	Delaware
Chippewa Valley, L.L.C.	Illinois
CHR Bartow LLC	Delaware
CHR Boca Raton LLC	Delaware
CHR Bradenton LLC	Delaware
CHR Cape Coral LLC	Delaware
CHR Clearwater Highland LLC	Delaware
CHR Clearwater LLC	Delaware
CHR Deland East LLC	Delaware
CHR Deland West LLC	Delaware
CHR Fort Myers LLC	Delaware
CHR Fort Walton Beach LLC	Delaware
CHR Gulfport LLC	Delaware
CHR Hudson LLC	Delaware
CHR Lake Wales LLC	Delaware
CHR Lakeland LLC	Delaware
CHR Panama City LLC	Delaware

Subsidiary Name	Home State
CHR Pompano Beach Broward LLC	Delaware
CHR Pompano Beach LLC	Delaware
CHR Sanford LLC	Delaware
CHR Sarasota LLC	Delaware
CHR Spring Hill LLC	Delaware
CHR St. Pete Abbey LLC	Delaware
CHR St. Pete Bay LLC	Delaware
CHR St. Pete Egret LLC	Delaware
CHR Tampa Carrollwood LLC	Delaware
CHR Tampa LLC	Delaware
CHR Tarpon Springs LLC	Delaware
CHR Titusville LLC	Delaware
CHR West Palm Beach LLC	Delaware
Clarkston Care, L.L.C.	Delaware
Clayton Associates, L.L.C.	New Mexico
Colonial Gardens, LLC	Ohio
Colonial Madison Associates, L.L.C.	Delaware
Colorado Lessor - Conifer, LLC	Maryland
Columbus Texas Aviv, L.L.C.	Delaware
Columbus Western Avenue, L.L.C.	Delaware
Colville Washington Property, L.L.C.	Delaware
Commerce Nursing Homes, L.L.C.	Illinois
Commerce Sterling Hart Drive, L.L.C.	Delaware
Conroe Rigby Owen Road, L.L.C.	Delaware
CR Aviv, L.L.C.	Delaware
Crete Plus Five Property, L.L.C.	Delaware
Crooked River Road, L.L.C.	Delaware
CSE Albany LLC	Delaware
CSE Amarillo LLC	Delaware
CSE Arden L.P.	Delaware
CSE Augusta LLC	Delaware
CSE Bedford LLC	Delaware
CSE Blountville LLC	Delaware
CSE Bolivar LLC	Delaware
CSE Cambridge LLC	Delaware
CSE Cambridge Realty LLC	Delaware
CSE Camden LLC	Delaware
CSE Canton LLC	Delaware
CSE Casablanca Holdings II LLC	Delaware
CSE Casablanca Holdings LLC	Delaware
CSE Cedar Rapids LLC	Delaware
CSE Centennial Village, LP	Delaware
CSE Chelmsford LLC	Delaware
CSE Chesterton LLC	Delaware
CSE Claremont LLC	Delaware

Subsidiary Name	Home State
CSE Corpus North LLC	Delaware
CSE Denver Iloff LLC	Delaware
CSE Denver LLC	Delaware
CSE Douglas LLC	Delaware
CSE Elkton LLC	Delaware
CSE Elkton Realty LLC	Delaware
CSE Fairhaven LLC	Delaware
CSE Fort Wayne LLC	Delaware
CSE Frankston LLC	Delaware
CSE Georgetown LLC	Delaware
CSE Green Bay LLC	Delaware
CSE Hilliard LLC	Delaware
CSE Huntingdon LLC	Delaware
CSE Huntsville LLC	Delaware
CSE Indianapolis-Continental LLC	Delaware
CSE Indianapolis-Greenbriar LLC	Delaware
CSE Jacinto City LLC	Delaware
CSE Jefferson City LLC	Delaware
CSE Jeffersonville-Hillcrest Center LLC	Delaware
CSE Jeffersonville-Jennings House LLC	Delaware
CSE Kerrville LLC	Delaware
CSE King L.P.	Delaware
CSE Kingsport LLC	Delaware
CSE Knightdale L.P.	Delaware
CSE Lake City LLC	Delaware
CSE Lake Worth LLC	Delaware
CSE Lakewood LLC	Delaware
CSE Las Vegas LLC	Delaware
CSE Lawrenceburg LLC	Delaware
CSE Lenoir L.P.	Delaware
CSE Lexington Park LLC	Delaware
CSE Lexington Park Realty LLC	Delaware
CSE Ligonier LLC	Delaware
CSE Live Oak LLC	Delaware
CSE Lowell LLC	Delaware
CSE Marianna Holdings LLC	Delaware
CSE Memphis LLC	Delaware
CSE Mobile LLC	Delaware
CSE Moore LLC	Delaware
CSE North Carolina Holdings I LLC	Delaware
CSE North Carolina Holdings II LLC	Delaware
CSE Omro LLC	Delaware
CSE Orange Park LLC	Delaware
CSE Orlando-Pinar Terrace Manor LLC	Delaware
CSE Orlando-Terra Vista Rehab LLC	Delaware

Subsidiary Name	Home State
CSE Pennsylvania Holdings, LP	Delaware
CSE Piggott LLC	Delaware
CSE Pilot Point LLC	Delaware
CSE Pine View LLC	Delaware
CSE Ponca City LLC	Delaware
CSE Port St. Lucie LLC	Delaware
CSE Richmond LLC	Delaware
CSE Ripley LLC	Delaware
CSE Ripon LLC	Delaware
CSE Safford LLC	Delaware
CSE Salina LLC	Delaware
CSE Seminole LLC	Delaware
CSE Shawnee LLC	Delaware
CSE Spring Branch LLC	Delaware
CSE Stillwater LLC	Delaware
CSE Taylorsville LLC	Delaware
CSE Texarkana LLC	Delaware
CSE Texas City LLC	Delaware
CSE The Village LLC	Delaware
CSE Upland LLC	Delaware
CSE Walnut Cove L.P.	Delaware
CSE West Point LLC	Delaware
CSE Whitehouse LLC	Delaware
CSE Williamsport LLC	Delaware
CSE Winter Haven LLC	Delaware
CSE Woodfin L.P.	Delaware
CSE Yorktown LLC	Delaware
Cuyahoga Falls Property II, L.L.C.	Delaware
Cuyahoga Falls Property, L.L.C.	Delaware
Dallas Two Property, L.L.C.	Delaware
Danbury ALF Property, L.L.C.	Delaware
Darien ALF Property, L.L.C.	Delaware
Deerfield Class B, L.L.C.	Delaware
Delta Investors I, LLC	Maryland
Delta Investors II, LLC	Maryland
Denison Texas, L.L.C.	Delaware
Desert Lane LLC	Delaware
Dixie White House Nursing Home, LLC	Mississippi
Dixon Health Care Center, LLC	Ohio
DWC Finance, L.L.C.	Delaware
East Rollins Street, L.L.C.	Delaware
Edgewood Drive Property, L.L.C.	Delaware
Effingham Associates, L.L.C.	Illinois
Elite Mattoon, L.L.C.	Delaware
Elite Yorkville, L.L.C.	Delaware

Subsidiary Name	Home State
Encanto Senior Care, LLC	Arizona
Falcon Four Property Holding, L.L.C.	Delaware
Falcon Four Property, L.L.C.	Delaware
Falfurrias Texas, L.L.C.	Delaware
Financing VI Healthcare Property, L.L.C.	Delaware
Florida ALF Properties, L.L.C.	Delaware
Florida Four Properties, L.L.C.	Delaware
Florida Lessor – Meadowview, LLC	Maryland
Florida Real Estate Company, LLC	Florida
Fort Stockton Property, L.L.C.	Delaware
Fountain Associates, L.L.C.	Delaware
Four Fountains Aviv, L.L.C.	Delaware
Fredericksburg South Adams Street, L.L.C.	Delaware
Freewater Oregon, L.L.C.	Delaware
Fullerton California, L.L.C.	Delaware
G&L Gardens, LLC	Arizona
Gardnerville Property, L.L.C.	Delaware
Georgia Lessor - Bonterra/Parkview, LLC	Maryland
Germantown Property, L.L.C.	Delaware
Giltex Care, L.L.C.	Delaware
Glendale NH Property, L.L.C.	Delaware
Golden Hill Real Estate Company, LLC	California
Gonzales Texas Property, L.L.C.	Delaware
Great Bend Property, L.L.C.	Delaware
Greenbough, LLC	Delaware
Greenville Kentucky Property, L.L.C.	Delaware
Heritage Monterey Associates, L.L.C.	Illinois
HHM Aviv, L.L.C.	Delaware
Hidden Acres Property, L.L.C.	Delaware
Highland Leasehold, L.L.C.	Delaware
Hobbs Associates, L.L.C.	Illinois
Hot Springs Atrium Owner, LLC	Delaware
Hot Springs Aviv, L.L.C.	Delaware
Hot Springs Cottages Owner, LLC	Delaware
Hot Springs Marina Owner, LLC	Delaware
Houston Texas Aviv, L.L.C.	Delaware
Hutchinson Kansas, L.L.C.	Delaware
Hutton I Land, LLC	Ohio
Hutton II Land, LLC	Ohio
Hutton III Land, LLC	Ohio
Idaho Associates, L.L.C.	Illinois
Illinois Missouri Properties, L.L.C.	Delaware
Indiana Lessor – Wellington Manor, LLC	Maryland
Iowa Lincoln County Property, L.L.C.	Delaware
Jasper Springhill Street, L.L.C.	Delaware

Subsidiary Name	Home State
Kansas Five Property, L.L.C.	Delaware
Karan Associates Two, L.L.C.	Delaware
Karan Associates, L.L.C.	Delaware
Karissa Court Property, L.L.C.	Delaware
KB Northwest Associates, L.L.C.	Delaware
Kentucky NH Properties, L.L.C.	Delaware
Kingsville Texas, L.L.C.	Delaware
LAD I Real Estate Company, LLC	Delaware
Leatherman 90-1, LLC	Ohio
Leatherman Partnership 89-1, LLC	Ohio
Leatherman Partnership 89-2, LLC	Ohio
Louisville Dutchmans Property, L.L.C.	Delaware
Magnolia Drive Property, L.L.C.	Delaware
Manor Associates, L.L.C.	Delaware
Mansfield Aviv, L.L.C.	Delaware
Massachusetts Nursing Homes, L.L.C.	Delaware
McCarthy Street Property, L.L.C.	Delaware
Meridian Arms Land, LLC	Ohio
Minnesota Associates, L.L.C.	Delaware
Mishawaka Property, L.L.C.	Delaware
Missouri Associates, L.L.C.	Delaware
Missouri Regency Associates, L.L.C.	Delaware
Montana Associates, L.L.C.	Illinois
Monterey Park Leasehold Mortgage, L.L.C.	Delaware
Mount Washington Property, L.L.C.	Delaware
Mt. Vernon Texas, L.L.C.	Delaware
Murray County, L.L.C.	Delaware
Muscatine Toledo Properties, L.L.C.	Delaware
N.M. Bloomfield Three Plus One Limited Company	New Mexico
N.M. Espanola Three Plus One Limited Company	New Mexico
N.M. Lordsburg Three Plus One Limited Company	New Mexico
N.M. Silver City Three Plus One Limited Company	New Mexico
New Hope Property, L.L.C.	Delaware
Newtown ALF Property, L.L.C.	Delaware
Nicholasville Kentucky Property, L.L.C.	Delaware
North Las Vegas LLC	Delaware
North Royalton Ohio Property, L.L.C.	Delaware
Norwalk ALF Property, L.L.C.	Delaware
NRS Ventures, L.L.C.	Delaware
Oakland Nursing Homes, L.L.C.	Delaware
Ocean Springs Nursing Home, LLC	Mississippi
October Associates, L.L.C.	Delaware
Ogden Associates, L.L.C.	Delaware
OHI (Connecticut) , LLC	Connecticut
OHI (Illinois), LLC	Illinois



Subsidiary Name	Home State
OHI (Indiana) , LLC	Indiana
OHI (Iowa) , LLC	Iowa
OHI Anglia Care Ltd (f/k/a Anglia Care Limited)	UK Reg. No.: 01375652
OHI Asset (AR) Ash Flat, LLC	Delaware
OHI Asset (AR) Camden, LLC	Delaware
OHI Asset (AR) Conway, LLC	Delaware
OHI Asset (AR) Des Arc, LLC	Delaware
OHI Asset (AR) Hot Springs, LLC	Delaware
OHI Asset (AR) Malvern, LLC	Delaware
OHI Asset (AR) Mena, LLC	Delaware
OHI Asset (AR) Pocahontas, LLC	Delaware
OHI Asset (AR) Sheridan, LLC	Delaware
OHI Asset (AR) Walnut Ridge, LLC	Delaware
OHI Asset (AZ) Austin House, LLC	Delaware
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL) Lake Placid, LLC	Delaware
OHI Asset (FL) Lender, LLC	Delaware
OHI Asset (FL) Lutz, LLC	Delaware
OHI Asset (FL) Pensacola, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (GA) Dunwoody, LLC	Delaware
OHI Asset (GA) Macon, LLC	Delaware
OHI Asset (GA) Moultrie, LLC	Delaware
OHI Asset (GA) Roswell, LLC	Delaware
OHI Asset (GA) Snellville, LLC	Delaware
OHI Asset (ID) Holly, LLC	Delaware
OHI Asset (ID) Midland, LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (IN) American Village, LLC	Delaware
OHI Asset (IN) Anderson, LLC	Delaware
OHI Asset (IN) Beech Grove, LLC	Delaware
OHI Asset (IN) Clarksville, LLC	Delaware
OHI Asset (IN) Clinton, LLC	Delaware
OHI Asset (IN) Connersville, LLC	Delaware
OHI Asset (IN) Crown Point, LLC	Delaware
OHI Asset (IN) Eagle Valley, LLC	Delaware
OHI Asset (IN) Elkhart, LLC	Delaware
OHI Asset (IN) Forest Creek, LLC	Delaware
OHI Asset (IN) Fort Wayne, LLC	Delaware
OHI Asset (IN) Franklin, LLC	Delaware
OHI Asset (IN) Greensburg, LLC	Delaware

Subsidiary Name	Home State
OHI Asset (IN) Indianapolis, LLC	Delaware
OHI Asset (IN) Jasper, LLC	Delaware
OHI Asset (IN) Kokomo, LLC	Delaware
OHI Asset (IN) Lafayette, LLC	Delaware
OHI Asset (IN) Madison, LLC	Delaware
OHI Asset (IN) Monticello, LLC	Delaware
OHI Asset (IN) Noblesville, LLC	Delaware
OHI Asset (IN) Rosewalk, LLC	Delaware
OHI Asset (IN) Salem, LLC	Delaware
OHI Asset (IN) Seymour, LLC	Delaware
OHI Asset (IN) Spring Mill, LLC	Delaware
OHI Asset (IN) Terre Haute, LLC	Delaware
OHI Asset (IN) Wabash, LLC	Delaware
OHI Asset (IN) Westfield, LLC	Delaware
OHI Asset (IN) Zionsville, LLC	Delaware
OHI Asset (LA) Baton Rouge, LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (MD), LLC	Delaware
OHI Asset (MI) Heather Hills, LLC	Delaware
OHI Asset (MI), LLC	Delaware
OHI Asset (MO), LLC	Delaware
OHI Asset (MS) Byhalia, LLC	Delaware
OHI Asset (MS) Cleveland, LLC	Delaware
OHI Asset (MS) Clinton, LLC	Delaware
OHI Asset (MS) Columbia, LLC	Delaware
OHI Asset (MS) Corinth, LLC	Delaware
OHI Asset (MS) Greenwood, LLC	Delaware
OHI Asset (MS) Grenada, LLC	Delaware
OHI Asset (MS) Holly Springs, LLC	Delaware
OHI Asset (MS) Indianola, LLC	Delaware
OHI Asset (MS) Natchez, LLC	Delaware
OHI Asset (MS) Picayune, LLC	Delaware
OHI Asset (MS) Vicksburg, LLC	Delaware
OHI Asset (MS) Yazoo City, LLC	Delaware
OHI Asset (NC) Wadesboro, LLC	Delaware
OHI Asset (NY) 2nd Avenue, LLC	Delaware
OHI Asset (NY) 93 <sup>rd</sup> Street, LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (OH), LLC	Delaware
OHI Asset (OR) Portland, LLC	Delaware
OHI Asset (OR) Troutdale, LLC	Delaware
OHI Asset (PA) GP, LLC	Delaware
OHI Asset (PA) West Mifflin, LP	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (PA), LP	Maryland

Subsidiary Name	Home State
OHI Asset (SC) Aiken, LLC	Delaware
OHI Asset (SC) Anderson, LLC	Delaware
OHI Asset (SC) Easley Anne, LLC	Delaware
OHI Asset (SC) Easley Crestview, LLC	Delaware
OHI Asset (SC) Edgefield, LLC	Delaware
OHI Asset (SC) Greenville Griffith, LLC	Delaware
OHI Asset (SC) Greenville Laurens, LLC	Delaware
OHI Asset (SC) Greenville North, LLC	Delaware
OHI Asset (SC) Greenville, LLC	Delaware
OHI Asset (SC) Greer, LLC	Delaware
OHI Asset (SC) Marietta, LLC	Delaware
OHI Asset (SC) McCormick, LLC	Delaware
OHI Asset (SC) Orangeburg, LLC	Delaware
OHI Asset (SC) Pickens East Cedar, LLC	Delaware
OHI Asset (SC) Pickens Rosemond, LLC	Delaware
OHI Asset (SC) Piedmont, LLC	Delaware
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware
OHI Asset (TN) Bartlett, LLC	Delaware
OHI Asset (TN) Collierville, LLC	Delaware
OHI Asset (TN) Jefferson City, LLC	Delaware
OHI Asset (TN) Memphis, LLC	Delaware
OHI Asset (TN) Rogersville, LLC	Delaware
OHI Asset (TX) Anderson, LLC	Delaware
OHI Asset (TX) Bryan, LLC	Delaware
OHI Asset (TX) Burleson, LLC	Delaware
OHI Asset (TX) College Station, LLC	Delaware
OHI Asset (TX) Comfort, LLC	Delaware
OHI Asset (TX) Diboll, LLC	Delaware
OHI Asset (TX) Granbury, LLC	Delaware
OHI Asset (TX) Hondo, LLC	Delaware
OHI Asset (TX) Italy, LLC	Delaware
OHI Asset (TX) Winnsboro, LLC	Delaware
OHI Asset (TX), LLC	Delaware
OHI Asset (UT) Ogden, LLC	Delaware
OHI Asset (UT) Provo, LLC	Delaware
OHI Asset (UT) Roy, LLC	Delaware
OHI Asset (VA) Charlottesville, LLC	Delaware
OHI Asset (VA) Farmville, LLC	Delaware
OHI Asset (VA) Hillsville, LLC	Delaware
OHI Asset (VA) Martinsville ALF, LLC	Delaware
OHI Asset (VA) Martinsville SNF, LLC	Delaware
OHI Asset (VA) Rocky Mount, LLC	Delaware
OHI Asset (WA) Battle Ground, LLC	Delaware

Subsidiary Name	Home State
OHI Asset (WA) Fort Vancouver, LLC	Delaware
OHI Asset (WV) Danville, LLC	Delaware
OHI Asset (WV) Ivydale, LLC	Delaware
OHI Asset CHG ALF, LLC	Delaware
OHI Asset CSB LLC	Delaware
OHI Asset CSE-E Subsidiary, LLC	Delaware
OHI Asset CSE-E, LLC	Delaware
OHI Asset CSE-U Subsidiary, LLC	Delaware
OHI Asset CSE-U, LLC	Delaware
OHI Asset HUD CFG, LLC	Delaware
OHI Asset HUD Delta, LLC	Delaware
OHI Asset HUD H-F, LLC	Delaware
OHI Asset HUD SF CA, LLC	Delaware
OHI Asset HUD SF, LLC	Delaware
OHI Asset HUD WO, LLC	Delaware
OHI Asset II (CA), LLC	Delaware
OHI Asset II (FL), LLC	Delaware
OHI Asset II (PA), LP	Maryland
OHI Asset III (PA), LP	Maryland
OHI Asset IV (PA) Silver Lake, LP	Maryland
OHI Asset Management, LLC	Delaware
OHI Asset RO PMM Services, LLC	Delaware
OHI Asset RO, LLC	Delaware
OHI Asset, LLC	Delaware
OHI Beaumont Park Ltd (f/k/a Beaumont Park Limited)	UK Reg.: 03213741
OHI Healthcare Homes (Central) Ltd (f/k/a Healthcare Homes (Central) Limited)	UK Reg. No.: 03995046
OHI Healthcare Homes Ltd (f/k/a Healthcare Homes Ltd)	UK Reg. No.: 05029866
OHI Healthcare Properties Holdco, Inc.	Delaware
OHI Healthcare Properties Limited Partnership	Delaware
OHI Hillings Ltd (f/k/a The Hillings Ltd)	UK Reg. No.: 03995388
OHI Home Close Ltd (f/k/a Home Close Ltd)	UK Reg. No.: 03995398
OHI Home Meadow Ltd (f/k/a Home Meadow Ltd)	UK Reg. No.: 03995378
OHI Manor House (North Walsham Wood) Ltd (f/k/a The Manor House (North Walsham Wood) Ltd.)	UK Reg. No: 03808976
OHI Mezz Lender, LLC	Delaware
OHI Olive House RCH Ltd (f/k/a Olive House RCH Ltd)	UK Reg. No.: 05599571

Subsidiary Name	Home State
OHI Pri-Med Care Homes Ltd (f/k/a Pri-Med Care Homes Limited)	UK Reg. No.: 02939745
OHI Pri-Med Group Developments Ltd (f/k/a Pri-Med Group Developments Limited)	UK Reg. No.: 02467049
OHI Pri-Med Group Ltd (f/k/a Pri-Med Group Limited)	UK Reg. No. 01241402
OHI Tennessee, LLC	Maryland
OHI UK Healthcare Properties Ltd	UK Reg. No.: 09532166
OHIMA, LLC	Massachusetts
Ohio Aviv Three, L.L.C.	Delaware
Ohio Aviv Two, L.L.C.	Delaware
Ohio Aviv, L.L.C.	Delaware
Ohio Indiana Property, L.L.C.	Delaware
Ohio Pennsylvania Property, L.L.C.	Delaware
Oklahoma Two Property, L.L.C.	Delaware
Oklahoma Warr Wind, L.L.C.	Delaware
Omaha Associates, L.L.C.	Delaware
Omega TRS I, Inc.	Maryland
Orange ALF Property, L.L.C.	Delaware
Orange Village Care Center, LLC	Ohio
Orange, L.L.C.	Illinois
Oregon Associates, L.L.C.	Delaware
Oso Avenue Property, L.L.C.	Delaware
Ostrom Avenue Property, L.L.C.	Delaware
Palm Valley Senior Care, LLC	Arizona
Panama City Nursing Center LLC	Delaware
Pavillion North Partners, LLC	Pennsylvania
Pavillion North, LLP	Pennsylvania
Pavillion Nursing Center North, LLC	Pennsylvania
Peabody Associates Two, L.L.C.	Delaware
Peabody Associates, L.L.C.	Delaware
Pennington Road Property, L.L.C.	Delaware
Pensacola Real Estate Holdings I, LLC	Florida
Pensacola Real Estate Holdings II, LLC	Florida
Pensacola Real Estate Holdings III, LLC	Florida
Pensacola Real Estate Holdings IV, LLC	Florida
Pensacola Real Estate Holdings V, LLC	Florida
Pocatello Idaho Property, L.L.C.	Delaware
Pomona Vista L.L.C.	Illinois
Prescott Arkansas, L.L.C.	Delaware
PV Realty-Clinton, LLC	Maryland
PV Realty-Holly Hill, LLC	Maryland

Subsidiary Name	Home State
PV Realty-Kensington, LLC	Maryland
PV Realty-Willow Tree, LLC	Maryland
Raton Property Limited Company	New Mexico
Ravenna Ohio Property, L.L.C.	Delaware
Red Rocks, L.L.C.	Illinois
Richland Washington, L.L.C.	Delaware
Ridgecrest Senior Care, LLC	Arizona
Riverside Nursing Home Associates Two, L.L.C.	Delaware
Riverside Nursing Home Associates, L.L.C.	Delaware
Rockingham Drive Property, L.L.C.	Delaware
Rose Baldwin Park Property L.L.C.	Illinois
S.C. Portfolio Property, L.L.C.	Delaware
Salem Associates, L.L.C.	Delaware
San Juan NH Property, LLC	Delaware
Sandalwood Arkansas Property, L.L.C.	Delaware
Santa Ana-Bartlett, L.L.C.	Illinois
Santa Fe Missouri Associates, L.L.C.	Illinois
Savoy/Bonham Venture, L.L.C.	Delaware
Searcy Aviv, L.L.C.	Delaware
Sedgwick Properties, L.L.C.	Delaware
Seguin Texas Property, L.L.C.	Delaware
Sierra Ponds Property, L.L.C.	Delaware
Skyler Boyington, LLC	Mississippi
Skyler Florida, LLC	Mississippi
Skyler Maitland LLC	Delaware
Skyler Pensacola, LLC	Florida
Skyview Associates, L.L.C.	Delaware
SLC Property Investors, LLC	Delaware
Southeast Missouri Property, L.L.C.	Delaware
Southern California Nevada, L.L.C.	Delaware
St. Joseph Missouri Property, L.L.C.	Delaware
St. Mary's Properties, LLC	Ohio
Star City Arkansas, L.L.C.	Delaware
STBA Properties, L.L.C.	Delaware
Stephenville Texas Property, L.L.C.	Delaware
Sterling Acquisition, LLC	Kentucky
Stevens Avenue Property, L.L.C.	Delaware
Sun-Mesa Properties, L.L.C.	Illinois
Suwanee, LLC	Delaware
Texas Fifteen Property, L.L.C.	Delaware
Texas Four Property, L.L.C.	Delaware
Texas Lessor – Stonegate GP, LLC	Maryland
Texas Lessor – Stonegate, Limited, LLC	Maryland
Texas Lessor – Stonegate, LP	Maryland
Texhoma Avenue Property, L.L.C.	Delaware

Subsidiary Name	Home State
The Suburban Pavilion, LLC	Ohio
Tujunga, L.L.C.	Delaware
Tulare County Property, L.L.C.	Delaware
Twinsburg Ohio Property, L.L.C.	Delaware
VRB Aviv, L.L.C.	Delaware
Washington Idaho Property, L.L.C.	Delaware
Washington Lessor – Silverdale, LLC	Maryland
Washington-Oregon Associates, L.L.C.	Illinois
Watauga Associates, L.L.C.	Illinois
Wellington Leasehold, L.L.C.	Delaware
West Pearl Street, L.L.C.	Delaware
West Yarmouth Property I, L.L.C.	Delaware
West Yarmouth Property II, L.L.C.	Delaware
Westerville Ohio Office Property, L.L.C.	Delaware
Weston ALF Property, L.L.C.	Delaware
Wheeler Healthcare Associates, L.L.C.	Texas
Whitlock Street Property, L.L.C.	Delaware
Wilcare, LLC	Ohio
Willis Texas Aviv, L.L.C.	Delaware
Yuba Aviv, L.L.C.	Delaware

\* \* \*

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4 No. 333 - ) and related Prospectus of Omega Healthcare Investors, Inc. for the exchange of \$700,000,000 of 4.50% Senior Notes due 2027 offered under a private placement for \$700,000,000 of 4.50% Senior Notes due 2027 which have been registered under the Securities Act of 1933, as amended, and to the incorporation by reference therein of our reports dated February 27, 2015, with respect to the consolidated financial statements and schedules of Omega Healthcare Investors, Inc., and the effectiveness of internal control over financial reporting of Omega Healthcare Investors, Inc., included in its Annual Report (Form 10-K), as amended, for the year ended December 31, 2014, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Baltimore, Maryland  
October 6, 2015



**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption "Experts" in the Omega Healthcare Investors, Inc. Registration Statement (Form S-4 No. 333- ) and related Prospectus of Omega Healthcare Investors, Inc. for the exchange of \$700,000,000 of 4.500% Senior Notes due 2027 offered under a private placement for \$700,000,000 of 4.500% Senior Notes due 2027 which have been registered under the Securities Act of 1933, as amended, and to the incorporation by reference therein 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, included in their Annual Report (Form 10-K) for the year ended December 31, 2014, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP  
Chicago, Illinois  
October 6, 2015

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**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

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**FORM T-1**

**STATEMENT OF ELIGIBILITY UNDER  
THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

Check if an Application to Determine Eligibility of  
a Trustee Pursuant to Section 305(b)(2)

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**U.S. BANK NATIONAL ASSOCIATION**

(Exact name of Trustee as specified in its charter)

**31-0841368**

I.R.S. Employer Identification No.

800 Nicollet Mall  
Minneapolis, Minnesota  

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(Address of principal executive offices)

55402  

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(Zip Code)

David Ferrell  
U.S. Bank National Association  
1349 West Peachtree Street, Suite 1050  
Atlanta, GA 30309  
(404) 898-8821  
(Name, address and telephone number of agent for service)

**Omega Healthcare Investors, Inc.**  
**And the Subsidiary Guarantors Listed on Schedule A**

(Issuer with respect to the Securities)

Maryland  

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(State or other jurisdiction of incorporation or organization)

38-3041398  

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(I.R.S. Employer Identification No.)

200 International Circle, Suite 3500  
Hunt Valley, Maryland  

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(Address of Principal Executive Offices)

21030  

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(Zip Code)

**4.500% Senior Secured Notes Due 2027**  
(Title of the Indenture Securities)

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**Schedule A****Subsidiary Guarantors**

<b>Exact name of registrant as specified in its charter (1)</b>	<b>State or other jurisdiction of formation</b>	<b>Primary Standard Industrial Classification Code No.</b>	<b>I.R.S. Employer Identification No.</b>
11900 East Artesia Boulevard, LLC	California	6798	90-0266391
1200 Ely Street Holdings Co. LLC	Michigan	6798	26-3524594
13922 Cerise Avenue, LLC	California	6798	71-0976970
1628 B Street, LLC	California	6798	30-0482286
2400 Parkside Drive, LLC	California	6798	30-0482288
2425 Teller Avenue, LLC	Colorado	6798	20-5672217
245 East Wilshire Avenue, LLC	California	6798	90-0266386
3232 Artesia Real Estate, LLC	California	6798	65-1232714
3806 Clayton Road, LLC	California	6798	90-0266403
42235 County Road Holdings Co. LLC	Michigan	6798	83-0500167
446 Sycamore Road, L.L.C.	Delaware	6798	32-0380782
48 High Point Road, LLC	Maryland	6798	27-2498824
523 Hayes Lane, LLC	California	6798	45-1777721
637 East Romie Lane, LLC	California	6798	90-0266404
Alamogordo Aviv, L.L.C.	New Mexico	6798	27-0123540
Albany Street Property, L.L.C.	Delaware	6798	61-1754256
Arizona Lessor – Infinia, LLC	Maryland	6798	32-0008074
Arkansas Aviv, L.L.C.	Delaware	6798	30-0509615
Arma Yates, L.L.C.	Delaware	6798	27-3971035
Avery Street Property, L.L.C	Delaware	6798	36-4775490
Aviv Asset Management, L.L.C.	Delaware	6798	30-0305067
Aviv Financing I, L.L.C.	Delaware	6798	11-3747125
Aviv Financing II, L.L.C.	Delaware	6798	36-4597042
Aviv Financing III, L.L.C.	Delaware	6798	36-4641210
Aviv Financing IV, L.L.C.	Delaware	6798	27-0836481
Aviv Financing V, L.L.C.	Delaware	6798	27-0836548
Aviv Foothills, L.L.C.	Delaware	6798	36-4572035
Aviv Healthcare Capital Corporation	Delaware	6798	27-4536064
Aviv Healthcare Properties Operating Partnership I, L.P.	Delaware	6798	11-3747120
Aviv Liberty, L.L.C.	Delaware	6798	36-4572034
Avon Ohio, L.L.C.	Delaware	6798	36-4601433
Bala Cynwyd Real Estate, LP	Pennsylvania	6798	27-1726563
Bayside Colorado Healthcare Associates, LLC	Colorado	6798	38-3517837
Bayside Street II, LLC	Delaware	6798	38-3519969
Bayside Street, LLC	Maryland	6798	38-3160026
Belleville Illinois, L.L.C.	Delaware	6798	32-0188341
Bellingham II Associates, L.L.C.	Delaware	6798	11-3747130
Bethel ALF Property, L.L.C.	Delaware	6798	36-4759871
BHG Aviv, L.L.C.	Delaware	6798	36-4601432
Biglerville Road, L.L.C.	Delaware	6798	35-2410897
Bonham Texas, L.L.C.	Delaware	6798	30-0358809
Bradenton ALF Property, L.L.C.	Delaware	6798	45-4444919
Burton NH Property, L.L.C.	Delaware	6798	11-3714506
California Aviv Two, L.L.C.	Delaware	6798	26-4117080
California Aviv, L.L.C.	Delaware	6798	38-3786697
Camas Associates, L.L.C.	Delaware	6798	36-4340182
Canton Health Care Land, LLC	Ohio	6798	20-1914579
Carnegie Gardens LLC	Delaware	6798	20-2442381
Casa/Sierra California Associates, L.L.C.	Delaware	6798	36-4572017

Exact name of registrant as specified in its charter (1)	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
CFG 2115 Woodstock Place LLC	Delaware	6798	26-1123970
Champaign Williamson Franklin, L.L.C.	Delaware	6798	36-4769741
Chardon Ohio Property Holdings, L.L.C.	Delaware	6798	37-1762860
Chardon Ohio Property, L.L.C.	Delaware	6798	61-1722650
Chatham Aviv, L.L.C.	Delaware	6798	27-0354315
Chippewa Valley, L.L.C.	Illinois	6798	36-4065826
CHR Bartow LLC	Delaware	6798	26-3708257
CHR Boca Raton LLC	Delaware	6798	26-3709390
CHR Bradenton LLC	Delaware	6798	26-3710605
CHR Cape Coral LLC	Delaware	6798	26-3710052
CHR Fort Myers LLC	Delaware	6798	26-3710399
CHR Fort Walton Beach LLC	Delaware	6798	26-3708663
CHR Lake Wales LLC	Delaware	6798	26-3708893
CHR Lakeland LLC	Delaware	6798	26-3708735
CHR Pompano Beach Broward LLC	Delaware	6798	26-3710220
CHR Pompano Beach LLC	Delaware	6798	26-3709856
CHR Sanford LLC	Delaware	6798	26-3709701
CHR Spring Hill LLC	Delaware	6798	26-3709633
CHR St. Pete Bay LLC	Delaware	6798	26-3709236
CHR St. Pete Egret LLC	Delaware	6798	26-3708588
CHR Tampa Carrollwood LLC	Delaware	6798	26-3709502
CHR Tampa LLC	Delaware	6798	26-3710161
CHR Tarpon Springs LLC	Delaware	6798	26-3708823
CHR Titusville LLC	Delaware	6798	26-3709919
Clarkston Care, L.L.C.	Delaware	6798	76-0802028
Clayton Associates, L.L.C.	New Mexico	6798	36-4572014
Colonial Gardens, LLC	Ohio	6798	26-0110549
Colonial Madison Associates, L.L.C.	Delaware	6798	38-3741678
Colorado Lessor - Conifer, LLC	Maryland	6798	32-0008069
Columbus Texas Aviv, L.L.C.	Delaware	6798	38-3735473
Columbus Western Avenue, L.L.C.	Delaware	6798	71-0960205
Colville Washington Property, L.L.C.	Delaware	6798	35-2521805
Commerce Nursing Homes, L.L.C.	Illinois	6798	36-4122632
Commerce Sterling Hart Drive, L.L.C.	Delaware	6798	27-5458991
Conroe Rigby Owen Road, L.L.C.	Delaware	6798	27-5458820
CR Aviv, L.L.C.	Delaware	6798	20-5354773
Crete Plus Five Property, L.L.C.	Delaware	6798	30-0855110
Crooked River Road, L.L.C.	Delaware	6798	27-5081057
CSE Albany LLC	Delaware	6798	20-5885886
CSE Amarillo LLC	Delaware	6798	20-5862752
CSE Arden L.P.	Delaware	6798	20-5888680
CSE Augusta LLC	Delaware	6798	20-5885921
CSE Bedford LLC	Delaware	6798	20-5886082
CSE Blountville LLC	Delaware	6798	20-8295288
CSE Bolivar LLC	Delaware	6798	20-8295024
CSE Cambridge LLC	Delaware	6798	20-5886976
CSE Cambridge Realty LLC	Delaware	6798	20-5959318
CSE Camden LLC	Delaware	6798	20-8295066
CSE Canton LLC	Delaware	6798	20-5887312
CSE Casablanca Holdings II LLC	Delaware	6798	26-0595183
CSE Casablanca Holdings LLC	Delaware	6798	20-8724466
CSE Cedar Rapids LLC	Delaware	6798	20-5884941
CSE Centennial Village, LP	Delaware	6798	20-6974959
CSE Chelmsford LLC	Delaware	6798	20-5920451

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CSE Chesterton LLC	Delaware	6798	20-5885195
CSE Claremont LLC	Delaware	6798	20-5883891
CSE Corpus North LLC	Delaware	6798	20-5186415
CSE Denver Iliff LLC	Delaware	6798	20-8037772
CSE Denver LLC	Delaware	6798	20-5884311
CSE Douglas LLC	Delaware	6798	20-5883761
CSE Elkton LLC	Delaware	6798	20-5887006
CSE Elkton Realty LLC	Delaware	6798	20-5959253
CSE Fairhaven LLC	Delaware	6798	20-8281491
CSE Fort Wayne LLC	Delaware	6798	20-5885125
CSE Frankston LLC	Delaware	6798	20-5862947
CSE Georgetown LLC	Delaware	6798	20-5886126
CSE Green Bay LLC	Delaware	6798	20-5888029
CSE Hilliard LLC	Delaware	6798	20-5887347
CSE Huntingdon LLC	Delaware	6798	20-8295191
CSE Huntsville LLC	Delaware	6798	20-5887764
CSE Indianapolis-Continental LLC	Delaware	6798	20-5885046
CSE Indianapolis-Greenbriar LLC	Delaware	6798	20-5885096
CSE Jacinto City LLC	Delaware	6798	20-5186519
CSE Jefferson City LLC	Delaware	6798	20-8295101
CSE Jeffersonville-Hillcrest Center LLC	Delaware	6798	20-5885261
CSE Jeffersonville-Jennings House LLC	Delaware	6798	20-5885346
CSE Kerrville LLC	Delaware	6798	20-8684872
CSE King L.P.	Delaware	6798	20-5888725
CSE Kingsport LLC	Delaware	6798	20-5887736
CSE Knightdale L.P.	Delaware	6798	20-5888653
CSE Lake City LLC	Delaware	6798	20-5863259
CSE Lake Worth LLC	Delaware	6798	20-5863173
CSE Lakewood LLC	Delaware	6798	20-5884352
CSE Las Vegas LLC	Delaware	6798	20-5887216
CSE Lawrenceburg LLC	Delaware	6798	20-5887802
CSE Lenoir L.P.	Delaware	6798	20-5888528
CSE Lexington Park LLC	Delaware	6798	20-5886951
CSE Lexington Park Realty LLC	Delaware	6798	20-5959280
CSE Ligonier LLC	Delaware	6798	20-5885484
CSE Live Oak LLC	Delaware	6798	20-5863086
CSE Lowell LLC	Delaware	6798	20-5885381
CSE Marianna Holdings LLC	Delaware	6798	20-1411422
CSE Memphis LLC	Delaware	6798	20-8295130
CSE Mobile LLC	Delaware	6798	20-5883572
CSE Moore LLC	Delaware	6798	20-5887574
CSE North Carolina Holdings I LLC	Delaware	6798	20-5888397
CSE North Carolina Holdings II LLC	Delaware	6798	20-5888430
CSE Omro LLC	Delaware	6798	20-5887998
CSE Orange Park LLC	Delaware	6798	20-5863371
CSE Orlando-Pinar Terrace Manor LLC	Delaware	6798	20-5863043
CSE Orlando-Terra Vista Rehab LLC	Delaware	6798	20-5863223
CSE Pennsylvania Holdings, LP	Delaware	6798	20-6974946
CSE Piggott LLC	Delaware	6798	20-5883659
CSE Pilot Point LLC	Delaware	6798	20-5862827
CSE Pine View LLC	Delaware	6798	20-5398686
CSE Ponca City LLC	Delaware	6798	20-5887495
CSE Port St. Lucie LLC	Delaware	6798	20-5863294
CSE Richmond LLC	Delaware	6798	20-5885427

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CSE Ripley LLC	Delaware	6798	20-8295238
CSE Ripon LLC	Delaware	6798	26-0480886
CSE Safford LLC	Delaware	6798	20-5883807
CSE Salina LLC	Delaware	6798	20-5885669
CSE Seminole LLC	Delaware	6798	20-5887615
CSE Shawnee LLC	Delaware	6798	20-5887524
CSE Spring Branch LLC	Delaware	6798	20-5186484
CSE Stillwater LLC	Delaware	6798	20-5887548
CSE Taylorsville LLC	Delaware	6798	20-5886196
CSE Texarkana LLC	Delaware	6798	20-5862880
CSE Texas City LLC	Delaware	6798	20-5862791
CSE The Village LLC	Delaware	6798	20-5186550
CSE Upland LLC	Delaware	6798	20-5891148
CSE Walnut Cove L.P.	Delaware	6798	20-5888502
CSE West Point LLC	Delaware	6798	20-5887119
CSE Whitehouse LLC	Delaware	6798	20-8294979
CSE Williamsport LLC	Delaware	6798	26-0480953
CSE Winter Haven LLC	Delaware	6798	20-5863327
CSE Woodfin L.P.	Delaware	6798	20-5888619
CSE Yorktown LLC	Delaware	6798	20-5885163
Cuyahoga Falls Property, L.L.C.	Delaware	6798	35-2419468
Dallas Two Property, L.L.C.	Delaware	6798	61-1746734
Danbury ALF Property, L.L.C.	Delaware	6798	27-4083747
Darien ALF Property, L.L.C.	Delaware	6798	30-0694838
Delta Investors I, LLC	Maryland	6798	54-2112455
Delta Investors II, LLC	Maryland	6798	54-2112456
Denison Texas, L.L.C.	Delaware	6798	32-0173170
Desert Lane LLC	Delaware	6798	20-3098022
Dixie White House Nursing Home, LLC	Mississippi	6798	59-3738671
Dixon Health Care Center, LLC	Ohio	6798	34-1509772
East Rollins Street, L.L.C.	Delaware	6798	38-3838004
Edgewood Drive Property, L.L.C.	Delaware	6798	32-0405276
Effingham Associates, L.L.C.	Illinois	6798	36-4150491
Elite Mattoon, L.L.C.	Delaware	6798	36-4454111
Elite Yorkville, L.L.C.	Delaware	6798	36-4454114
Encanto Senior Care, LLC	Arizona	6798	20-1669755
Falcon Four Property Holding, L.L.C.	Delaware	6798	46-3986352
Falcon Four Property, L.L.C.	Delaware	6798	30-0794160
Falfurrias Texas, L.L.C.	Delaware	6798	61-1501714
Florida ALF Properties, L.L.C.	Delaware	6798	32-0417622
Florida Four Properties, L.L.C.	Delaware	6798	35-2456486
Florida Lessor – Meadowview, LLC	Maryland	6798	56-2398721
Florida Real Estate Company, LLC	Florida	6798	20-1458431
Fort Stockton Property, L.L.C.	Delaware	6798	38-3918639
Four Fountains Aviv, L.L.C.	Delaware	6798	36-4601434
Fredericksburg South Adams Street, L.L.C.	Delaware	6798	27-5459311
Freewater Oregon, L.L.C.	Delaware	6798	36-2280966
Fullerton California, L.L.C.	Delaware	6798	36-4480527
G&L Gardens, LLC	Arizona	6798	95-4639695
Gardnerville Property, L.L.C.	Delaware	6798	37-1657201
Georgia Lessor - Bonterra/Parkview, LLC	Maryland	6798	16-1650494
Germantown Property, L.L.C.	Delaware	6798	45-4444655
Giltex Care, L.L.C.	Delaware	6798	36-4572036
Glendale NH Property, L.L.C.	Delaware	6798	61-1686455

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Golden Hill Real Estate Company, LLC	California	6798	71-0976967
Gonzales Texas Property, L.L.C.	Delaware	6798	32-0403901
Great Bend Property, L.L.C.	Delaware	6798	27-3971138
Greenbough, LLC	Delaware	6798	27-0258266
Greenville Kentucky Property, L.L.C.	Delaware	6798	30-0838127
Heritage Monterey Associates, L.L.C.	Illinois	6798	36-4056688
HHM Aviv, L.L.C.	Delaware	6798	32-0205746
Hidden Acres Property, L.L.C.	Delaware	6798	27-2457250
Highland Leasehold, L.L.C.	Delaware	6798	20-2873499
Hobbs Associates, L.L.C.	Illinois	6798	36-4177337
Hot Springs Atrium Owner, LLC	Delaware	6798	47-1359052
Hot Springs Aviv, L.L.C.	Delaware	6798	30-0470700
Hot Springs Cottages Owner, LLC	Delaware	6798	47-1371567
Hot Springs Marina Owner, LLC	Delaware	6798	47-1461931
Houston Texas Aviv, L.L.C.	Delaware	6798	36-4587739
Hutchinson Kansas, L.L.C.	Delaware	6798	51-0559326
Hutton I Land, LLC	Ohio	6798	20-1914403
Hutton II Land, LLC	Ohio	6798	20-1914470
Hutton III Land, LLC	Ohio	6798	20-1914529
Idaho Associates, L.L.C.	Illinois	6798	36-4114446
Illinois Missouri Properties, L.L.C.	Delaware	6798	35-2520792
Indiana Lessor – Wellington Manor, LLC	Maryland	6798	32-0008064
Iowa Lincoln County Property, L.L.C.	Delaware	6798	45-4445450
Jasper Springhill Street, L.L.C.	Delaware	6798	27-5458704
Kansas Five Property, L.L.C.	Delaware	6798	36-1647542
Karan Associates Two, L.L.C.	Delaware	6798	61-1514965
Karan Associates, L.L.C.	Delaware	6798	11-3747208
Karissa Court Property, L.L.C.	Delaware	6798	38-3923400
KB Northwest Associates, L.L.C.	Delaware	6798	36-4572027
Kentucky NH Properties, L.L.C.	Delaware	6798	61-1730147
Kingsville Texas, L.L.C.	Delaware	6798	37-1522939
LAD I Real Estate Company, LLC	Delaware	6798	20-1454154
Leatherman 90-1, LLC	Ohio	6798	20-1914625
Leatherman Partnership 89-1, LLC	Ohio	6798	34-1656489
Leatherman Partnership 89-2, LLC	Ohio	6798	34-1656491
Louisville Dutchmans Property, L.L.C.	Delaware	6798	61-1715555
Magnolia Drive Property, L.L.C.	Delaware	6798	30-0793756
Manor Associates, L.L.C.	Delaware	6798	36-4572020
Mansfield Aviv, L.L.C.	Delaware	6798	32-0183852
Massachusetts Nursing Homes, L.L.C.	Delaware	6798	20-2873416
McCarthy Street Property, L.L.C.	Delaware	6798	38-3855495
Meridian Arms Land, LLC	Ohio	6798	20-1914864
Minnesota Associates, L.L.C.	Delaware	6798	36-4469552
Mishawaka Property, L.L.C.	Delaware	6798	36-4734067
Missouri Associates, L.L.C.	Delaware	6798	36-4572033
Missouri Regency Associates, L.L.C.	Delaware	6798	36-4572031
Montana Associates, L.L.C.	Illinois	6798	36-4149849
Monterey Park Leasehold Mortgage, L.L.C.	Delaware	6798	32-0267202
Mount Washington Property, L.L.C.	Delaware	6798	45-5010153
Mt. Vernon Texas, L.L.C.	Delaware	6798	35-2270167
Murray County, L.L.C.	Delaware	6798	36-4708756
Muscatine Toledo Properties, L.L.C.	Delaware	6798	36-4777497
N.M. Bloomfield Three Plus One Limited Company	New Mexico	6798	74-2748292
N.M. Espanola Three Plus One Limited Company	New Mexico	6798	74-2748289

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N.M. Lordsburg Three Plus One Limited Company	New Mexico	6798	74-2748286
N.M. Silver City Three Plus One Limited Company	New Mexico	6798	74-2748283
New Hope Property, L.L.C.	Delaware	6798	61-1720871
Newtown ALF Property, L.L.C.	Delaware	6798	27-4083571
Nicholasville Kentucky Property, L.L.C.	Delaware	6798	46-5411821
North Las Vegas LLC	Delaware	6798	20-3098036
North Royalton Ohio Property, L.L.C.	Delaware	6798	37-1729308
Norwalk ALF Property, L.L.C.	Delaware	6798	27-4083805
NRS Ventures, L.L.C.	Delaware	6798	38-4236118
Oakland Nursing Homes, L.L.C.	Delaware	6798	36-4572018
Ocean Springs Nursing Home, LLC	Mississippi	6798	58-2635823
October Associates, L.L.C.	Delaware	6798	36-4572030
Ogden Associates, L.L.C.	Delaware	6798	36-4412291
OHI (Connecticut), LLC	Connecticut	6798	06-1552120
OHI (Illinois), LLC	Illinois	6798	47-3264182
OHI (Indiana), LLC	Indiana	6798	38-3568359
OHI (Iowa), LLC	Iowa	6798	38-3377918
OHI Asset (AR) Ash Flat, LLC	Delaware	6798	46-3670959
OHI Asset (AR) Camden, LLC	Delaware	6798	46-3672608
OHI Asset (AR) Conway, LLC	Delaware	6798	61-1721332
OHI Asset (AR) Des Arc, LLC	Delaware	6798	46-3691025
OHI Asset (AR) Hot Springs, LLC	Delaware	6798	80-0951655
OHI Asset (AR) Malvern, LLC	Delaware	6798	46-3719491
OHI Asset (AR) Mena, LLC	Delaware	6798	38-3915930
OHI Asset (AR) Pocahontas, LLC	Delaware	6798	46-3728913
OHI Asset (AR) Sheridan, LLC	Delaware	6798	46-3739623
OHI Asset (AR) Walnut Ridge, LLC	Delaware	6798	46-3751920
OHI Asset (AZ) Austin House, LLC	Delaware	6798	46-4385050
OHI Asset (CA), LLC	Delaware	6798	04-3759925
OHI Asset (CO), LLC	Delaware	6798	84-1706510
OHI Asset (CT) Lender, LLC	Delaware	6798	75-3205111
OHI Asset (FL) Lake Placid, LLC	Delaware	6798	46-3827043
OHI Asset (FL) Lender, LLC	Delaware	6798	27-4450390
OHI Asset (FL) Lutz, LLC	Delaware	6798	30-0858827
OHI Asset (FL), LLC	Delaware	6798	13-4225158
OHI Asset (GA) Dunwoody, LLC	Delaware	6798	30-0869546
OHI Asset (GA) Macon, LLC	Delaware	6798	47-1027224
OHI Asset (GA) Moultrie, LLC	Delaware	6798	46-4254981
OHI Asset (GA) Roswell, LLC	Delaware	6798	36-4808609
OHI Asset (GA) Snellville, LLC	Delaware	6798	46-4259685
OHI Asset (ID) Holly, LLC	Delaware	6798	46-4268973
OHI Asset (ID) Midland, LLC	Delaware	6798	46-4279515
OHI Asset (ID), LLC	Delaware	6798	04-3759931
OHI Asset (IL), LLC	Delaware	6798	14-1951802
OHI Asset (IN) American Village, LLC	Delaware	6798	46-0985915
OHI Asset (IN) Anderson, LLC	Delaware	6798	46-0989235
OHI Asset (IN) Beech Grove, LLC	Delaware	6798	46-1000956
OHI Asset (IN) Clarksville, LLC	Delaware	6798	46-1011127
OHI Asset (IN) Clinton, LLC	Delaware	6798	46-4095764
OHI Asset (IN) Connersville, LLC	Delaware	6798	46-4289202
OHI Asset (IN) Crown Point, LLC	Delaware	6798	46-1738072
OHI Asset (IN) Eagle Valley, LLC	Delaware	6798	46-1021612
OHI Asset (IN) Elkhart, LLC	Delaware	6798	46-1035197
OHI Asset (IN) Forest Creek, LLC	Delaware	6798	46-1040435



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OHI Asset (IN) Fort Wayne, LLC	Delaware	6798	46-1050897
OHI Asset (IN) Franklin, LLC	Delaware	6798	46-1062818
OHI Asset (IN) Greensburg, LLC	Delaware	6798	38-3879137
OHI Asset (IN) Indianapolis, LLC	Delaware	6798	36-4736441
OHI Asset (IN) Jasper, LLC	Delaware	6798	46-4100999
OHI Asset (IN) Kokomo, LLC	Delaware	6798	46-1071289
OHI Asset (IN) Lafayette, LLC	Delaware	6798	46-1085161
OHI Asset (IN) Madison, LLC	Delaware	6798	46-1745924
OHI Asset (IN) Monticello, LLC	Delaware	6798	46-1090601
OHI Asset (IN) Noblesville, LLC	Delaware	6798	46-1103366
OHI Asset (IN) Rosewalk, LLC	Delaware	6798	46-1116285
OHI Asset (IN) Salem, LLC	Delaware	6798	46-4111473
OHI Asset (IN) Seymour, LLC	Delaware	6798	46-4133715
OHI Asset (IN) Spring Mill, LLC	Delaware	6798	46-1120573
OHI Asset (IN) Terre Haute, LLC	Delaware	6798	46-1140102
OHI Asset (IN) Wabash, LLC	Delaware	6798	38-3879151
OHI Asset (IN) Westfield, LLC	Delaware	6798	32-0381277
OHI Asset (IN) Zionsville, LLC	Delaware	6798	46-1152307
OHI Asset (LA) Baton Rouge, LLC	Delaware	6798	37-1785874
OHI Asset (LA), LLC	Delaware	6798	04-3759935
OHI Asset (MD), LLC	Delaware	6798	45-2611748
OHI Asset (MI) Heather Hills, LLC	Delaware	6798	46-1515395
OHI Asset (MI), LLC	Delaware	6798	27-3378345
OHI Asset (MO), LLC	Delaware	6798	04-3759939
OHI Asset (MS) Byhalia, LLC	Delaware	6798	46-4298734
OHI Asset (MS) Cleveland, LLC	Delaware	6798	36-4774986
OHI Asset (MS) Clinton, LLC	Delaware	6798	80-0965657
OHI Asset (MS) Columbia, LLC	Delaware	6798	46-4340609
OHI Asset (MS) Corinth, LLC	Delaware	6798	46-4351222
OHI Asset (MS) Greenwood, LLC	Delaware	6798	46-4361245
OHI Asset (MS) Grenada, LLC	Delaware	6798	46-4376223
OHI Asset (MS) Holly Springs, LLC	Delaware	6798	38-3921178
OHI Asset (MS) Indianola, LLC	Delaware	6798	90-1036275
OHI Asset (MS) Natchez, LLC	Delaware	6798	46-4384987
OHI Asset (MS) Picayune, LLC	Delaware	6798	90-1036523
OHI Asset (MS) Vicksburg, LLC	Delaware	6798	90-1036559
OHI Asset (MS) Yazoo City, LLC	Delaware	6798	38-3921461
OHI Asset (NC) Wadesboro, LLC	Delaware	6798	35-2492230
OHI Asset (NY) 2nd Avenue, LLC	Delaware	6798	30-0874937
OHI Asset (NY) 93rd Street, LLC	Delaware	6798	32-0470120
OHI Asset (OH) Lender, LLC	Delaware	6798	51-0529744
OHI Asset (OH), LLC	Delaware	6798	04-3759938
OHI Asset (OR) Portland, LLC	Delaware	6798	30-0805633
OHI Asset (OR) Troutdale, LLC	Delaware	6798	47-2564223
OHI Asset (PA) GP, LLC	Delaware	6798	47-2553542
OHI Asset (PA) West Mifflin, LP	Delaware	6798	30-0852028
OHI Asset (PA), LLC	Delaware	6798	90-0137715
OHI Asset (PA), LP	Maryland	6798	54-6643405
OHI Asset (SC) Aiken, LLC	Delaware	6798	46-4426281
OHI Asset (SC) Anderson, LLC	Delaware	6798	46-4455254
OHI Asset (SC) Easley Anne, LLC	Delaware	6798	46-4475177
OHI Asset (SC) Easley Crestview, LLC	Delaware	6798	46-4489507
OHI Asset (SC) Edgefield, LLC	Delaware	6798	46-4494366
OHI Asset (SC) Greenville Griffith, LLC	Delaware	6798	46-4510885

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OHI Asset (SC) Greenville Laurens, LLC	Delaware	6798	46-4524387
OHI Asset (SC) Greenville North, LLC	Delaware	6798	46-4538349
OHI Asset (SC) Greenville, LLC	Delaware	6798	47-1053139
OHI Asset (SC) Greer, LLC	Delaware	6798	46-4551649
OHI Asset (SC) Marietta, LLC	Delaware	6798	46-4569172
OHI Asset (SC) McCormick, LLC	Delaware	6798	46-4597938
OHI Asset (SC) Orangeburg, LLC	Delaware	6798	47-1034331
OHI Asset (SC) Pickens East Cedar, LLC	Delaware	6798	46-4613823
OHI Asset (SC) Pickens Rosemond, LLC	Delaware	6798	46-4629569
OHI Asset (SC) Piedmont, LLC	Delaware	6798	46-4640288
OHI Asset (SC) Simpsonville SE Main, LLC	Delaware	6798	46-4682098
OHI Asset (SC) Simpsonville West Broad, LLC	Delaware	6798	46-4695995
OHI Asset (SC) Simpsonville West Curtis, LLC	Delaware	6798	46-4712666
OHI Asset (TN) Bartlett, LLC	Delaware	6798	46-4727889
OHI Asset (TN) Collierville, LLC	Delaware	6798	46-4738239
OHI Asset (TN) Jefferson City, LLC	Delaware	6798	61-1750374
OHI Asset (TN) Memphis, LLC	Delaware	6798	46-4750926
OHI Asset (TN) Rogersville, LLC	Delaware	6798	38-3954783
OHI Asset (TX) Anderson, LLC	Delaware	6798	46-4764905
OHI Asset (TX) Bryan, LLC	Delaware	6798	46-4781488
OHI Asset (TX) Burleson, LLC	Delaware	6798	46-4795498
OHI Asset (TX) College Station, LLC	Delaware	6798	46-4805289
OHI Asset (TX) Comfort, LLC	Delaware	6798	46-4815908
OHI Asset (TX) Diboll, LLC	Delaware	6798	46-4843528
OHI Asset (TX) Granbury, LLC	Delaware	6798	46-4852513
OHI Asset (TX) Hondo, LLC	Delaware	6798	46-1346058
OHI Asset (TX) Italy, LLC	Delaware	6798	46-4873054
OHI Asset (TX) Winnsboro, LLC	Delaware	6798	46-4881288
OHI Asset (TX), LLC	Delaware	6798	04-3759927
OHI Asset (UT) Ogden, LLC	Delaware	6798	46-4903181
OHI Asset (UT) Provo, LLC	Delaware	6798	46-4915063
OHI Asset (UT) Roy, LLC	Delaware	6798	46-4931511
OHI Asset (VA) Charlottesville, LLC	Delaware	6798	46-4945417
OHI Asset (VA) Farmville, LLC	Delaware	6798	46-4955482
OHI Asset (VA) Hillsville, LLC	Delaware	6798	46-4987367
OHI Asset (VA) Rocky Mount, LLC	Delaware	6798	46-5002710
OHI Asset (WA) Battle Ground, LLC	Delaware	6798	46-5006928
OHI Asset (WV) Danville, LLC	Delaware	6798	47-1084194
OHI Asset (WV) Ivydale, LLC	Delaware	6798	47-1112048
OHI Asset CHG ALF, LLC	Delaware	6798	38-3945599
OHI Asset CSB LLC	Delaware	6798	27-2820083
OHI Asset CSE-E, LLC	Delaware	6798	27-1675861
OHI Asset CSE-U, LLC	Delaware	6798	27-1675768
OHI Asset CSE-E Subsidiary, LLC	Delaware	6798	61-1756267
OHI Asset CSE-U Subsidiary, LLC	Delaware	6798	32-0459385
OHI Asset HUD CFG, LLC	Delaware	6798	45-3662151
OHI Asset HUD Delta, LLC	Delaware	6798	27-1895030
OHI Asset HUD H-F, LLC	Delaware	6798	27-1894893
OHI Asset HUD SF CA, LLC	Delaware	6798	46-1251365
OHI Asset HUD SF, LLC	Delaware	6798	80-0830116
OHI Asset HUD WO, LLC	Delaware	6798	45-2379675
OHI Asset II (CA), LLC	Delaware	6798	20-1000879
OHI Asset II (FL), LLC	Delaware	6798	27-1813906
OHI Asset II (PA), LP	Maryland	6798	84-6390330

Exact name of registrant as specified in its charter (1)	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
OHI Asset III (PA), LP	Maryland	6798	84-6390331
OHI Asset IV (PA) Silver Lake, LP	Maryland	6798	80-6146794
OHI Asset Management, LLC	Delaware	6798	36-4798979
OHI Asset RO PMM Services, LLC	Delaware	6798	46-4309941
OHI Asset RO, LLC	Delaware	6798	90-1018980
OHI Asset, LLC	Delaware	6798	32-0079270
OHI Healthcare Properties Holdco, Inc.	Delaware	6798	47-2148273
OHI Healthcare Properties Limited Partnership	Delaware	6798	36-4796206
OHI Mezz Lender, LLC	Delaware	6798	46-3201249
OHI Tennessee, LLC	Maryland	6798	38-3509157
OHIMA, LLC	Massachusetts	6798	06-1552118
Ohio Aviv Three, L.L.C.	Delaware	6798	27-5082021
Ohio Aviv Two, L.L.C.	Delaware	6798	27-5081906
Ohio Aviv, L.L.C.	Delaware	6798	36-4597043
Ohio Indiana Property, L.L.C.	Delaware	6798	36-4764623
Ohio Pennsylvania Property, L.L.C.	Delaware	6798	32-0350654
Oklahoma Two Property, L.L.C.	Delaware	6798	37-1695177
Oklahoma Warr Wind, L.L.C.	Delaware	6798	38-3886603
Omaha Associates, L.L.C.	Delaware	6798	36-4572019
Omega TRS I, Inc.	Maryland	6798	38-3587540
Orange ALF Property, L.L.C.	Delaware	6798	27-4083471
Orange Village Care Center, LLC	Ohio	6798	34-1321728
Orange, L.L.C.	Illinois	6798	36-4095365
Oregon Associates, L.L.C.	Delaware	6798	36-4572024
Oso Avenue Property, L.L.C.	Delaware	6798	30-0767014
Ostrom Avenue Property, L.L.C.	Delaware	6798	32-0457123
Palm Valley Senior Care, LLC	Arizona	6798	75-3153681
Panama City Nursing Center LLC	Delaware	6798	20-2568041
Pavillion North Partners, LLC	Pennsylvania	6798	47-3255261
Pavillion North, LLP	Pennsylvania	6798	75-3202956
Pavillion Nursing Center North, LLC	Pennsylvania	6798	47-3259540
Peabody Associates Two, L.L.C.	Delaware	6798	27-5346222
Peabody Associates, L.L.C.	Delaware	6798	36-4572029
Pennington Road Property, L.L.C.	Delaware	6798	36-4768380
Pensacola Real Estate Holdings I, LLC	Florida	6798	59-3667935
Pensacola Real Estate Holdings II, LLC	Florida	6798	59-3667937
Pensacola Real Estate Holdings III, LLC	Florida	6798	59-3667939
Pensacola Real Estate Holdings IV, LLC	Florida	6798	59-3667940
Pensacola Real Estate Holdings V, LLC	Florida	6798	59-3667941
Pocatello Idaho Property, L.L.C.	Delaware	6798	35-2449870
Pomona Vista L.L.C.	Illinois	6798	36-4111095
Prescott Arkansas, L.L.C.	Delaware	6798	04-3835264
PV Realty-Willow Tree, LLC	Maryland	6798	27-0328038
Raton Property Limited Company	New Mexico	6798	36-4111094
Ravenna Ohio Property, L.L.C.	Delaware	6798	61-1692048
Red Rocks, L.L.C.	Illinois	6798	36-4192351
Richland Washington, L.L.C.	Delaware	6798	26-0081509
Ridgecrest Senior Care, LLC	Arizona	6798	20-1998988
Riverside Nursing Home Associates Two, L.L.C.	Delaware	6798	27-3524946
Riverside Nursing Home Associates, L.L.C.	Delaware	6798	36-4340184
Rockingham Drive Property, L.L.C.	Delaware	6798	35-2485732
Rose Baldwin Park Property L.L.C.	Illinois	6798	36-4111092
S.C. Portfolio Property, L.L.C.	Delaware	6798	32-0457621
Salem Associates, L.L.C.	Delaware	6798	36-4572028

Exact name of registrant as specified in its charter (1)	State or other jurisdiction of formation	Primary Standard Industrial Classification Code No.	I.R.S. Employer Identification No.
San Juan NH Property, LLC	Delaware	6798	11-3714511
Sandalwood Arkansas Property, L.L.C.	Delaware	6798	61-1665105
Santa Ana-Bartlett, L.L.C.	Illinois	6798	36-4212739
Santa Fe Missouri Associates, L.L.C.	Illinois	6798	36-4165126
Savoy/Bonham Venture, L.L.C.	Delaware	6798	36-4572026
Searcy Aviv, L.L.C.	Delaware	6798	38-3779442
Sedgwick Properties, L.L.C.	Delaware	6798	36-4694767
Seguin Texas Property, L.L.C.	Delaware	6798	35-2456377
Sierra Ponds Property, L.L.C.	Delaware	6798	38-3888430
Skyler Boyington, LLC	Mississippi	6798	42-1572543
Skyler Florida, LLC	Mississippi	6798	64-0821299
Skyler Maitland LLC	Delaware	6798	20-3888672
Skyler Pensacola, LLC	Florida	6798	59-3561064
Skyview Associates, L.L.C.	Delaware	6798	36-4572023
Southeast Missouri Property, L.L.C.	Delaware	6798	27-3502072
Southern California Nevada, L.L.C.	Delaware	6798	30-0705746
St. Joseph Missouri Property, L.L.C.	Delaware	6798	36-4597042
St. Mary's Properties, LLC	Ohio	6798	20-1914905
Star City Arkansas, L.L.C.	Delaware	6798	43-2089308
Stephenville Texas Property, L.L.C.	Delaware	6798	46-5421870
Sterling Acquisition, LLC	Kentucky	6798	38-3207992
Stevens Avenue Property, L.L.C.	Delaware	6798	35-2446030
Sun-Mesa Properties, L.L.C.	Illinois	6798	36-4047650
Suwanee, LLC	Delaware	6798	20-5223977
Texas Fifteen Property, L.L.C.	Delaware	6798	35-2437626
Texas Four Property, L.L.C.	Delaware	6798	46-5459201
Texas Lessor – Stonegate GP, LLC	Maryland	6798	32-0008071
Texas Lessor – Stonegate, Limited, LLC	Maryland	6798	32-0008072
Texas Lessor – Stonegate, LP	Maryland	6798	32-0008073
Texhoma Avenue Property, L.L.C.	Delaware	6798	35-2470607
The Suburban Pavilion, LLC	Ohio	6798	34-1035431
Tujunga, L.L.C.	Delaware	6798	36-4389732
Tulare County Property, L.L.C.	Delaware	6798	46-5446413
VRB Aviv, L.L.C.	Delaware	6798	76-0802032
Washington Idaho Property, L.L.C.	Delaware	6798	61-1743318
Washington Lessor – Silverdale, LLC	Maryland	6798	56-2386887
Washington-Oregon Associates, L.L.C.	Illinois	6798	36-4192347
Watauga Associates, L.L.C.	Illinois	6798	36-4163268
Wellington Leasehold, L.L.C.	Delaware	6798	27-3971187
West Pearl Street, L.L.C.	Delaware	6798	81-0637081
West Yarmouth Property I, L.L.C.	Delaware	6798	46-5495346
Westerville Ohio Office Property, L.L.C.	Delaware	6798	32-0452280
Wheeler Healthcare Associates, L.L.C.	Texas	6798	74-2752353
Whitlock Street Property, L.L.C.	Delaware	6798	32-0419832
Wilcare, LLC	Ohio	6798	26-0110550
Willis Texas Aviv, L.L.C.	Delaware	6798	37-1522942
Yuba Aviv, L.L.C.	Delaware	6798	11-3750228

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

**FORM T-1**

**Item 1. GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency  
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

**Item 2. AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

**Items 3-15** *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

**Item 16. LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.\*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.\*\*
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of December 31, 2014 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

\* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

\*\* Incorporated by reference to Exhibit 25.1 to registration statement on S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION , a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Atlanta, State of Georgia on the 6th of October, 2015.

By: /s/ David Ferrell

David Ferrell  
Vice President



**CERTIFICATE OF CORPORATE EXISTENCE**

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today,  
July 3, 2015, I have hereunto subscribed  
my name and caused my seal of office to  
be affixed to these presents at the U.S.  
Department of the Treasury, in the City  
of Washington, District of Columbia.



A handwritten signature in black ink, appearing to read 'Thomas J. Curry', written over a horizontal line.

Comptroller of the Currency



**CERTIFICATION OF FIDUCIARY POWERS**

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today,  
July 3, 2015, I have hereunto subscribed my  
name and caused my seal of office to be  
affixed to these presents at the U.S.  
Department of the Treasury, in the City of  
Washington, District of Columbia.



  
Comptroller of the Currency



**Exhibit 6**

**CONSENT**

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: October 6, 2015

By: /s/ David Ferrell

\_\_\_\_\_  
David Ferrell  
Vice President

**Exhibit 7**  
**U.S. Bank National Association**  
**Statement of Financial Condition**  
**As of 6/30/2015**

(\$000's)

		6/30/2015
<b>Assets</b>		
Cash and Balances Due From Depository Institutions	\$	17,896,807
Securities		102,874,924
Federal Funds		53,692
Loans & Lease Financing Receivables		252,013,047
Fixed Assets		4,310,148
Intangible Assets		13,076,832
Other Assets		23,776,797
<b>Total Assets</b>	<b>\$</b>	<b>414,002,247</b>
<b>Liabilities</b>		
Deposits	\$	307,828,983
Fed Funds		1,465,991
Treasury Demand Notes		0
Trading Liabilities		885,507
Other Borrowed Money		46,539,645
Acceptances		0
Subordinated Notes and Debentures		3,650,000
Other Liabilities		11,984,151
<b>Total Liabilities</b>	<b>\$</b>	<b>372,354,277</b>
<b>Equity</b>		
Common and Preferred Stock		18,200
Surplus		14,266,400
Undivided Profits		26,502,086
Minority Interest in Subsidiaries		861,284
<b>Total Equity Capital</b>	<b>\$</b>	<b>41,647,970</b>
<b>Total Liabilities and Equity Capital</b>	<b>\$</b>	<b>414,002,247</b>

**Omega Healthcare Investors, Inc.**

**LETTER OF TRANSMITTAL**

**Offer For All Outstanding**

**4.500% Senior Notes due 2027**

**in exchange for**

**4.500% Senior Notes due 2027  
that have been registered under the  
Securities Act of 1933**

**Pursuant to the Prospectus dated \_\_\_\_\_, 2015**

*The Exchange Agent for this Exchange Offer is:*

**U.S. Bank National Association**

*By Mail, Hand or Courier:*

Corporate Trust Services

111 Fillmore Ave E.

Mail Station EP-MN-WS2N

St. Paul, MN 55107

Attention: Specialty Finance Group

Reference: Omega Healthcare Investors, Inc.

*By Facsimile:*

(651) 466-7402

Attention: Specialty Finance Group

Reference: Omega Healthcare Investors, Inc.

*For Information or Confirmation by Telephone:*

(800) 934-6802

**The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.**

**Delivery of this letter of transmittal to an address other than as set forth above, or transmission of instructions via facsimile to a number other than as listed above, will not constitute a valid delivery.**

**The instructions contained herein should be read carefully before this letter of transmittal is completed.**

The undersigned acknowledges that he or she has received the prospectus dated \_\_\_\_\_, 2015, referred to as the prospectus, of Omega Healthcare Investors, Inc., a Maryland corporation, or Omega, and this letter of transmittal, which together constitute Omega's offer, referred to as the exchange offer, to exchange an aggregate principal amount of up to \$700,000,000 of its 4.500% Senior Notes due 2027, which have been registered under the Securities Act of 1933, as amended, referred to as the exchange notes, for a like principal amount of its issued and outstanding 4.500% Senior Notes due 2027, referred to as the initial notes. Capitalized terms used but not defined herein shall have the same meaning given to them in the prospectus, as it may be amended or supplemented.

This letter of transmittal is to be completed by a holder of exchange notes either if (a) certificates for such exchange notes are to be forwarded herewith or (b) a tender of exchange notes is to be made by book-entry transfer to the account of U.S. Bank National Association, the exchange agent for the exchange offer, at The Depository Trust Company, or DTC, pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offer—Procedures for Tendering Initial Notes" in the prospectus. Certificates or book-entry confirmation of the transfer of exchange notes into the exchange agent's account at DTC, as well as this letter of transmittal or a facsimile hereof, properly completed and duly executed, with any required signature guarantees, and any other documents required by this letter of transmittal, must be received by the exchange agent at its address set forth herein on or prior to the expiration date. Tenders by book-entry transfer may also be made by delivering an agent's message in lieu of this letter of transmittal. The term "book-entry confirmation" means a confirmation of a book-entry transfer of exchange notes into the exchange agent's account at DTC. The term "agent's message" means a message to the exchange agent by DTC which states that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the letter of transmittal and that Omega may enforce the letter of transmittal against such holder. The agent's message forms a part of a book-entry transfer.

If exchange notes are tendered pursuant to book-entry procedures, the exchange agent must receive, no later than 5:00 p.m., New York City time, on the expiration date, book-entry confirmation of the tender of the exchange notes into the exchange agent's account at DTC, along with a completed letter of transmittal or an agent's message.

By crediting the exchange notes to the exchange agent's account at DTC and by complying with the applicable procedures of DTC's Automated Tender Offer Program, or ATOP, with respect to the tender of the exchange notes, including by the transmission of an agent's message, the holder of exchange notes acknowledges and agrees to be bound by the terms of this letter of transmittal, and the participant in DTC confirms on behalf of itself and the beneficial owners of such exchange notes all provisions of this letter of transmittal as being applicable to it and such beneficial owners as fully as if such participant and each such beneficial owner had provided the information required herein and executed and transmitted this letter of transmittal to the exchange agent.

Holders of initial notes whose certificates for such initial notes are not immediately available or who cannot deliver their certificates and all other required documents to the exchange agent on or prior to the expiration date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their initial notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery" in the prospectus.

**Delivery of documents to DTC does not constitute delivery to the exchange agent.**

The undersigned has completed the appropriate boxes below and signed this letter of transmittal to indicate the action the undersigned desires to take with respect to the exchange offer.

List below the exchange notes to which this letter of transmittal relates. If the space provided below is inadequate, the certificate numbers and principal amount of exchange notes should be listed on a separate, signed schedule affixed hereto.



Ladies and Gentlemen:

The undersigned hereby tenders to Omega the principal amount of initial notes indicated above, upon the terms and subject to the conditions of the exchange offer. Subject to and effective upon the acceptance for exchange of all or any portion of the initial notes tendered herewith in accordance with the terms and conditions of the exchange offer, including, if the exchange offer is extended or amended, the terms and conditions of any such extension or amendment, the undersigned hereby irrevocably sells, assigns and transfers to or upon the order of Omega all right, title and interest in and to such initial notes.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as its agent and attorney-in-fact, with full knowledge that the exchange agent is also acting as agent of Omega in connection with the exchange offer and as trustee under the indenture governing the initial notes and the exchange notes, with respect to the tendered initial notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) subject only to the right of withdrawal described in the prospectus, to (1) deliver certificates representing such initial notes, together with all accompanying evidences of transfer and authenticity, to or upon the order of Omega upon receipt by the exchange agent, as the undersigned's agent, of the exchange notes to be issued in exchange for such initial notes, (2) present certificates for such initial notes for transfer and to transfer the initial notes on the books of Omega and (3) receive for the account of Omega all benefits and otherwise exercise all rights of beneficial ownership of such initial notes, all in accordance with the terms and conditions of the exchange offer.

The undersigned hereby represents and warrants that (1) the undersigned has full power and authority to tender, exchange, sell, assign and transfer the initial notes tendered hereby, (2) Omega will acquire good, marketable and unencumbered title to the tendered initial notes, free and clear of all liens, restrictions, charges and other encumbrances and (3) the initial notes tendered hereby are not subject to any adverse claims or proxies. The undersigned warrants and agrees that the undersigned will, upon request, execute and deliver any additional documents requested by Omega or the exchange agent to complete the exchange, sale, assignment and transfer of the initial notes tendered hereby. The undersigned has read and agrees to all of the terms and conditions of the exchange offer.

The name(s) and address(es) of the registered holder(s) of the initial notes tendered hereby should be printed above, if they are not already set forth above, as they appear on the certificates representing such initial notes. The certificate number(s) and the initial notes that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered initial notes are not exchanged pursuant to the exchange offer for any reason, or if certificates are submitted for more initial notes than are tendered or accepted for exchange, certificates for such non-exchanged or non-tendered initial notes will be returned, or, in the case of initial notes tendered by book-entry transfer, such initial notes will be credited to an account maintained at DTC, without expense to the tendering holder, promptly following the expiration or termination of the exchange offer.

The undersigned understands that tenders of initial notes pursuant to any one of the procedures described in "The Exchange Offer—Procedures for Tendering Initial Notes" in the prospectus and in the instructions attached hereto will, upon Omega's acceptance for exchange of such tendered initial notes, constitute a binding agreement between the undersigned and Omega upon the terms and subject to the conditions of the exchange offer. The exchange notes will bear interest from the most recent date to which interest has been paid on the initial notes, or, if no interest has been paid, from the date of original issuance of the initial notes. If your initial notes are accepted for exchange, then you will receive interest on the exchange notes and not on the initial notes. The undersigned recognizes that, under certain circumstances set forth in the prospectus, Omega may not be required to accept for exchange any of the initial notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the exchange notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of initial notes, that such exchange notes be credited to the account indicated above maintained at DTC. If applicable, substitute certificates representing initial notes not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of initial notes, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions," the undersigned hereby directs that the exchange notes be delivered to the undersigned at the address shown below the undersigned's signature. The undersigned recognizes that Omega has no obligation pursuant to "Special Delivery Instructions" to transfer any initial notes from a registered holder thereof if Omega does not accept for exchange any of the principal amount of such initial notes so tendered.

By tendering initial notes and executing this letter of transmittal, the undersigned hereby represents that: (1) the exchange notes acquired in the exchange offer are being obtained in the ordinary course of business of the person receiving the exchange notes, whether or not that person is the holder; (2) neither the holder nor any other person receiving the exchange notes is participating, intends to participate or has an arrangement or understanding with any person to participate in a "distribution" (within the meaning of the Securities Act) of the exchange notes; and (3) neither the holder nor any other person receiving the exchange notes is an "affiliate" (within the meaning of the Securities Act) of Omega.

The undersigned acknowledges that this exchange offer is being made in reliance on interpretations by the staff of the Securities and Exchange Commission, or the SEC, as set forth in no-action letters issued to third parties, which provide that the exchange notes issued pursuant to the exchange offer in exchange for the initial notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of Omega within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such exchange notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such exchange notes.

However, the SEC has not considered the exchange offer in the context of a no-action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange offer as in other circumstances. If any holder is an affiliate of Omega, is participating, intends to participate or has any arrangement or understanding to participate in a distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder (i) could not rely on the applicable interpretation of the staff of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

If the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for initial notes, it hereby represents that the initial notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act and comply with any other applicable provisions of the Securities Act in connection with any offer to resell, resale or other retransfer of such exchange notes pursuant to the exchange offer. However, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" (within the meaning of the Securities Act). Any such broker-dealer is referred to as a participating broker-dealer.

Omega has agreed that, to the extent that any participating broker-dealer participates in the exchange offer, Omega shall use all commercially reasonable efforts to maintain the effectiveness of the registration statement of which the prospectus forms a part, referred to as the exchange offer registration statement, for a period of 90 days following the consummation of the exchange offer as the same may be extended as provided in the registration rights agreement relating to the initial notes, which is referred to herein as the applicable period. Omega has also agreed that, subject to the provisions of the registration rights agreement, the prospectus, as amended or supplemented, will be made available to participating broker-dealers for use in connection with offers to resell, resales or retransfers of exchange notes received in exchange for initial notes pursuant to the exchange offer during the applicable period. Omega will advise each participating broker-dealer (i) when a prospectus supplement or post-effective amendment has been filed or has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the exchange offer registration statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a prospectus is required by the Securities Act to be delivered in connection with resales of exchange notes by participating broker-dealers, the representations and warranties of Omega contained in any underwriting agreement cease to be true and correct, (iv) of the receipt by Omega of any notification of the suspension of qualification or exemption from qualification of the exchange offer registration statement or the exchange notes to be sold by any participating broker-dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition or any information becoming known that makes any statement made in the exchange offer registration statement or the prospectus, or any document incorporated or deemed to be incorporated therein by reference, untrue in any material respect or that requires the making of any changes in or amendments or supplements to the exchange offer registration statement or the prospectus, or any such document, so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (vi) of Omega's determination that a post-effective amendment to the exchange offer registration statement would be appropriate.

Any participating broker-dealer, by tendering initial notes and executing this letter of transmittal or effecting delivery of an agent's message in lieu thereof, agrees that, upon receipt of notice from Omega of the existence of any fact of the kind described in (ii), (iv), (v) and (vi) above, such participating broker-dealer will discontinue disposition of the exchange notes pursuant to the exchange offer registration statement until receipt of the amended or supplemented prospectus or until Omega has given notice that the use of the prospectus may be resumed, as the case may be. If Omega gives such notice to suspend the sale of the exchange notes, it shall extend the 90-day period referred to above during which participating broker-dealers are entitled to use the prospectus in connection with the resale of exchange notes by the number of days during the period from and including the date of the giving of such notice to and including the date when participating broker-dealers shall have received copies of the supplemented or amended prospectus necessary to permit resales of the exchange notes or to and including the date on which Omega has given notice that the sale of exchange notes may be resumed, as the case may be.

As a result, a participating broker-dealer that intends to use the prospectus in connection with offers to resell, resales or retransfers of exchange notes received in exchange for initial notes pursuant to the exchange offer must notify Omega, or cause Omega to be notified, on or prior to the expiration date, that it is a participating broker-dealer. Such notice may be given in the space provided above or may be delivered to the exchange agent at the address set forth in the prospectus under "The Exchange Offer—Exchange Agent."

The undersigned will, upon request, execute and deliver any additional documents deemed by Omega to be necessary or desirable to complete the sale, assignment and transfer of the initial notes tendered hereby.

All authority conferred or agreed to be conferred herein and every obligation of the undersigned under this letter of transmittal shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the prospectus under "The Exchange Offer—Withdrawal Rights," this tender is irrevocable.



THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF INITIAL NOTES" ABOVE AND SIGNING THIS LETTER OF TRANSMITTAL, WILL BE DEEMED TO HAVE TENDERED THE INITIAL NOTES AS SET FORTH IN SUCH BOX.

TO BE COMPLETED BY ALL TENDERING HOLDERS  
(See Instructions 2 and 6)

PLEASE SIGN HERE

(Please Complete Substitute Form W-9 on Page 14 or a Form W-8; See Instruction 10)

Signature(s) of Holder(s) \_\_\_\_\_

Date: \_\_\_\_\_

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on certificate(s) for the initial notes tendered or on a security position listing or by person(s) authorized to become the registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 6.)

Name(s): \_\_\_\_\_

(Please Print)

Capacity (full title): \_\_\_\_\_

Address: \_\_\_\_\_

Area Code and Telephone No.: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

GUARANTEE OF SIGNATURE(S)  
(Only If Required - See Instruction 2)

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Area Code and Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

**SPECIAL ISSUANCE INSTRUCTIONS**

**(Signature Guarantee Required—See Instructions 2, 7 and 14)**

TO BE COMPLETED ONLY if exchange notes or initial notes not tendered or not accepted are to be issued in the name of someone other than the registered holder(s) of the initial notes whose signature(s) appear(s) above, or if initial notes delivered by book-entry transfer and not accepted for exchange are to be returned for credit to an account maintained at DTC other than the account indicated above.

**Issue (check appropriate box(es))**

- Initial notes to:
- Exchange notes to:

**Name** \_\_\_\_\_  
(Please Print)

**Address** \_\_\_\_\_  
\_\_\_\_\_  
(Zip Code)

**Taxpayer Identification No.** \_\_\_\_\_

**SPECIAL DELIVERY INSTRUCTIONS**

**(Signature Guarantee Required—See Instructions 2, 7 and 14)**

TO BE COMPLETED ONLY if exchange notes or initial notes not tendered or not accepted are to be sent to someone other than the registered holder(s) of the initial notes whose signature(s) appear(s) above, or to such registered holder at an address other than that shown above.

**Deliver (check appropriate box(es))**

- Initial notes to:
- Exchange notes to:

**Name** \_\_\_\_\_  
(Please Print)

**Address** \_\_\_\_\_  
\_\_\_\_\_  
(Zip Code)

## INSTRUCTIONS

### Forming Part Of The Terms And Conditions Of The Exchange Offer

**1. Delivery of letter of transmittal and certificates; guaranteed delivery procedures.** This letter of transmittal is to be completed by a holder of initial notes to tender such holder's initial notes either if (a) certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer—Procedures for Tendering Initial Notes—Book-Entry Transfers" in the prospectus and an agent's message, as defined on page 2 hereof, is not delivered. Certificates or book-entry confirmation of transfer of initial notes into the exchange agent's account at DTC, as well as this letter of transmittal or a facsimile hereof, properly completed and duly executed, with any required signature guarantees, and any other documents required by this letter of transmittal, must be received by the exchange agent at its address set forth herein on or prior to the expiration date. If the tender of initial notes is effected in accordance with applicable ATOP procedures for book-entry transfer, an agent's message may be transmitted to the exchange agent in lieu of an executed letter of transmittal. Initial notes may be tendered in whole or in part in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

For purposes of the exchange offer, the term "holder" includes any participant in DTC named in a securities position listing as a holder of initial notes. Only a holder of record may tender initial notes in the exchange offer. Any beneficial owner of initial notes who wishes to tender some or all of such initial notes should arrange with DTC, a DTC participant or the record owner of such initial notes to execute and deliver this letter of transmittal or to send an electronic instruction effecting a book-entry transfer on his or her behalf. See Instruction 6.

Holders who wish to tender their initial notes and (i) whose certificates for the initial notes are not immediately available or for whom all required documents are unlikely to reach the exchange agent on or prior to the expiration date or (ii) who cannot complete the procedures for delivery by book-entry transfer on a timely basis, may tender their initial notes by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery" in the prospectus. Pursuant to such procedures: (i) such tender must be made by or through an eligible institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Omega, must be received by the exchange agent on or prior to the expiration date; and (iii) the certificates for the initial notes, or a book-entry confirmation, together with a properly completed and duly executed letter of transmittal or a facsimile hereof, or an agent's message in lieu thereof, with any required signature guarantees and any other documents required by this letter of transmittal, must be received by the exchange agent within three (3) New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery for all such tendered initial notes, all as provided in "The Exchange Offer—Procedures for Tendering Initial Notes—Guaranteed Delivery" in the prospectus.

The Notice of Guaranteed Delivery may be delivered by hand, facsimile, mail or overnight delivery to the exchange agent, and must include a guarantee by an eligible institution in the form set forth in such Notice of Guaranteed Delivery. For initial notes to be properly tendered pursuant to the guaranteed delivery procedure, the exchange agent must receive a Notice of Guaranteed Delivery on or prior to the expiration date. As used herein, "eligible institution" means a firm or other entity which is identified as an "Eligible Guarantor Institution" in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, including a bank; a broker, dealer, municipal securities broker or dealer or government securities broker or dealer; a credit union; a national securities exchange, registered securities association or clearing agency; or a savings association.

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

Omega will not accept any alternative, conditional or contingent tenders. Each tendering holder, by execution of a letter of transmittal or a facsimile hereof or by causing the transmission of an agent's message, waives any right to receive any notice of the acceptance of such tender.

**2. Guarantee of Signatures.** No signature guarantee on this letter of transmittal is required if:

a. this letter of transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of the initial notes) of initial notes tendered herewith, unless such holder has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above; or

b. such initial notes are tendered for the account of a firm that is an eligible institution.

In all other cases, an eligible institution must guarantee the signature(s) on this letter of transmittal. See Instruction 6.

**3. Inadequate Space.** If the space provided in the box captioned "Description of Initial Notes" is inadequate, the certificate number(s) and/or the principal amount of initial notes and any other required information should be listed on a separate, signed schedule which is attached to this letter of transmittal.

**4. Partial Tenders (Not Applicable To Holders Who Tender By Book-Entry Transfer).** If less than all the initial notes evidenced by any certificate submitted are to be tendered, fill in the principal amount of initial notes which are to be tendered in the "Principal Amount Tendered" column of the box entitled "Description of Initial Notes" on page 3 of this letter of transmittal. In such case, new certificate(s) for the remainder of the initial notes that were evidenced by your old certificate(s) will be sent only to the holder of the initial notes as promptly as practicable after the expiration date. All initial notes represented by certificates delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated. Tender of initial notes will be accepted only in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

**5. Withdrawal Rights.** Except as otherwise provided herein, tenders of initial notes may be withdrawn at any time on or prior to the expiration date. In order for a withdrawal to be effective on or prior to that time, a written notice of withdrawal must be timely received by the exchange agent at its address set forth above and in the prospectus on or prior to the expiration date. Any such notice of withdrawal must specify the name of the person who tendered the initial notes to be withdrawn, identify the initial notes to be withdrawn, including the total principal amount of initial notes to be withdrawn, and where certificates for initial notes are transmitted, the name of the registered holder of the initial notes, if different from that of the person withdrawing such initial notes. If certificates for the initial notes have been delivered or otherwise identified to the exchange agent, then the tendering holder must submit the serial numbers of the initial notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an eligible institution, except in the case of initial notes tendered for the account of an eligible institution. If initial notes have been tendered pursuant to the procedures for book-entry transfer set forth in the prospectus under "The Exchange Offer—Procedures for Tendering Initial Notes—Book-Entry Transfers," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn initial notes and the notice of withdrawal must be delivered to the exchange agent. Withdrawals of tenders of initial notes may not be rescinded; however, initial notes properly withdrawn may again be tendered at any time on or prior to the expiration date by following any of the procedures described in the prospectus under "The Exchange Offer—Procedures for Tendering Initial Notes."

All questions regarding the form of withdrawal, validity, eligibility, including time of receipt, and acceptance of withdrawal notices will be determined by Omega, in its sole discretion, which determination of such questions and terms and conditions of the exchange offer will be final and binding on all parties. Neither Omega, any of its affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any irregularities in any notice of withdrawal, nor will they be liable for failing to give any such notice.

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

**6. Signatures On Letter Of Transmittal, Assignments And Endorsements.** If this letter of transmittal is signed by the registered holder(s) of the initial notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any initial notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal.

If any tendered initial notes are registered in different name(s) on several certificates, it will be necessary to complete, sign and submit as many separate letters of transmittal or facsimiles hereof as there are different registrations of certificates.

If this letter of transmittal, any certificates or bond powers or any other document required by the letter of transmittal are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by Omega, must submit proper evidence satisfactory to Omega, in its sole discretion, of each such person's authority so to act.

When this letter of transmittal is signed by the registered owner(s) of the initial notes listed and transmitted hereby, no endorsement(s) of certificate(s) or separate bond power(s) are required unless exchange notes are to be issued in the name of a person other than the registered holder(s).

Signature(s) on such certificate(s) or bond power(s) must be guaranteed by an eligible institution.

If this letter of transmittal is signed by a person other than the registered owner(s) of the initial notes listed, the certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the certificates, and also must be accompanied by such opinions of counsel, certifications and other information as Omega or the trustee for the initial notes may require in accordance with the restrictions on transfer applicable to the initial notes. Signatures on such certificates or bond powers must be guaranteed by an eligible institution.

**7. Special Issuance And Delivery Instructions.** If exchange notes are to be issued in the name of a person other than the signer of this letter of transmittal, or if exchange notes are to be sent to someone other than the signer of this letter of transmittal or to an address other than that shown above, the appropriate boxes on this letter of transmittal should be completed. In the case of issuance in a different name, the U.S. taxpayer identification number of the person named must also be indicated. A holder of initial notes tendering initial notes by book-entry transfer may instruct that initial notes not exchanged be credited to such account maintained at DTC as such holder may designate. If no such instructions are given, certificates for initial notes not exchanged will be returned by mail to the address of the signer of this letter of transmittal or, if the initial notes not exchanged were tendered by book-entry transfer, such initial notes will be returned by crediting the account indicated on page 3 above maintained at DTC. See Instruction 6.

**8. Irregularities.** Omega will determine, in its sole discretion, all questions regarding the form of documents, validity, eligibility, including time of receipt, and acceptance for exchange of any tendered initial notes, which determination and interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. Omega reserves the absolute right, in its sole and absolute discretion, to reject any tenders determined to be in improper form or the acceptance of which, or exchange for which, may, in the view of counsel to Omega, be unlawful. Omega also reserves the absolute right, subject to applicable law, to waive any of the conditions of the exchange offer set forth in the prospectus under "The Exchange Offer—Conditions of the Exchange Offer" or any condition or irregularity in any tender of initial notes by any holder, whether or not we waived similar conditions or irregularities in the case of other holders. Omega's interpretation of the terms and conditions of the exchange offer, including this letter of transmittal and the instructions hereto, will be final and binding on all parties. A tender of initial notes is invalid until all defects and irregularities have been cured or waived. Neither Omega, any of its affiliates or assigns, the exchange agent nor any other person is under any obligation to give notice of any defects or irregularities in tenders nor will they be liable for failure to give any such notice.

**9. Questions, Requests For Assistance And Additional Copies.** Questions and requests for assistance may be directed to the exchange agent at its address and telephone number set forth on the front of this letter of transmittal. Additional copies of the prospectus, the letter of transmittal, the Notice of Guaranteed Delivery and Forms W-8 may be obtained from the exchange agent at the address and telephone/facsimile numbers indicated above, or from your broker, dealer, commercial bank, trust company or other nominee.

**10. Backup Withholding; Substitute Form W-9; Form W-8.** Under the United States federal income tax laws, interest paid to holders of exchange notes received pursuant to the exchange offer may be subject to backup withholding. Generally, such payments will be subject to backup withholding unless the holder (i) is exempt from backup withholding or (ii) furnishes the payer with its correct taxpayer identification number, or TIN, and provides certain certifications. If backup withholding applies, Omega may be required to withhold at the applicable rate on interest payments made to a holder of exchange notes. Backup withholding is not an additional tax. Rather, the amount of backup withholding is treated as an advance payment of a tax liability, and a holder's U.S. federal income tax liability will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by the holder from the Internal Revenue Service, or the IRS.

To avoid backup withholding, a holder should notify the exchange agent of its correct TIN by completing the Substitute Form W-9 below and certifying on Substitute Form W-9 that the TIN provided is correct (or that the holder is awaiting a TIN). In addition, a holder is required to certify on Substitute Form W-9 that (i) the holder is exempt from backup withholding, or (ii) the holder has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the holder that the holder is no longer subject to backup withholding. Consult the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for guidelines on completing the Substitute Form W-9. If the exchange agent is provided with an incorrect TIN or the holder makes false statements resulting in no backup withholding, the holder may be subject to penalties imposed by the IRS.

Certain holders (including, among others, corporations and certain foreign individuals) may be exempt from these backup withholding requirements. See the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for further information regarding exempt holders. Exempt holders should furnish their TIN, check the box in Part 4 of the Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the exchange agent. If the holder is a nonresident alien or foreign entity not subject to backup withholding, such holder should submit an appropriate completed IRS Form W-8, signed under penalties of perjury, attesting to the holder's foreign status, instead of the Substitute Form W-9. The appropriate Form W-8 can be obtained from the exchange agent upon request.

**11. Waiver Of Conditions.** Omega reserves the absolute right to waive satisfaction of any or all conditions, completely or partially, enumerated in the prospectus.

**12. No Conditional Tenders.** No alternative, conditional or contingent tenders will be accepted. All tendering holders of initial notes, by execution of this letter of transmittal, shall waive any right to receive notice of the acceptance of initial notes for exchange.

None of Omega, the exchange agent or any other person is obligated to give notice of any defect or irregularity with respect to any tender of initial notes nor shall any of them incur any liability for failure to give any such notice.

**13. Mutilated, Lost, Destroyed Or Stolen Certificates.** If any certificate(s) representing initial notes have been mutilated, lost, destroyed or stolen, the holder should promptly notify the exchange agent. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This letter of transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been followed.

**14. Security Transfer Taxes.** Except as provided below, holders who tender their initial notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, (i) exchange notes are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the initial notes tendered, (ii) tendered initial notes are registered in the name of any person other than the person signing this letter of transmittal, or (iii) a transfer tax is imposed for any reason other than the exchange of initial notes in connection with the exchange offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. The exchange agent must receive satisfactory evidence of the payment of such taxes or exemption there from or the amount of such transfer taxes will be billed directly to the tendering holder.

Except as provided in this Instruction 14, it is not necessary for transfer tax stamps to be affixed to the initial notes specified in this letter of transmittal.

**15. Incorporation Of Letter Of Transmittal.** This letter of transmittal shall be deemed to be incorporated in any tender of initial notes by any DTC participant effected through procedures established by DTC and, by virtue of such tender, such participant shall be deemed to have acknowledged and accepted this letter of transmittal on behalf of itself and the beneficial owners of any initial notes so tendered.

**Substitute Form W-9 Payer's Request for Taxpayer Identification Number (TIN)**

Part 1 — PLEASE PROVIDE YOUR TIN IN THE APPROPRIATE SPACE TO THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW

Payee's Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social security number or  
/ /  
Employer identification number  
--  
\_\_\_\_\_

Part 2 — Certification — Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service, or the IRS, that I am subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

Certificate Instructions — You must cross out item (2) in Part 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding you received a notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).

\_\_\_\_\_  
Signature Date \_\_\_\_\_  
(include year)

\_\_\_\_\_  
Name (Please Print)

Part 3 — Awaiting TIN  Part 4 — Exempt from backup withholding

**NOTE: FAILURE TO COMPLETE THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF TAX ON ANY PAYMENTS MADE TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECK THE BOX IN PART 3 OF SUBSTITUTE FORM W-9**

**CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

I certify under penalties of perjury that a taxpayer identification number has not been issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, all reportable payments made to me thereafter will be subject to backup withholding tax until I provide a number.

\_\_\_\_\_  
Signature Date \_\_\_\_\_  
(include year)

\_\_\_\_\_  
Name (Please Print)



**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9**

**Guidelines For Determining the Proper Identification Number to Give the Payer** – Social Security Numbers (“SSNs”) have nine digits separated by two hyphens: *i.e.*, 000-00-000. Employer Identification Numbers, or EINs, have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer.

<b>For this type of account:</b>	<b>Give the NAME and SOCIAL SECURITY NUMBER or EMPLOYER IDENTIFICATION NUMBER of—</b>	<b>For this type of account:</b>	<b>Give the NAME And EMPLOYER IDENTIFICATION NUMBER of—</b>
1. Individual	The individual	6. A valid trust, estate, or pension trust	Legal entity (4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)	7. Corporation or LLC electing corporate status on Form 8832	The corporation
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)	8. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee (1)	9. Partnership or multi-member LLC	The partnership or LLC
b. The so-called trust account that is not a legal or valid trust under State law	The actual owner (1)		
5. Sole proprietorship or single-owner LLC	The owner (3)	10. A broker or registered nominee	The broker or nominee

- (1) List first and circle the name of the person whose SSN you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's SSN.
- (3) You must show your individual name and you may also enter your business or “doing business as” name. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the Internal Revenue Service encourages you to use your SSN.
- (4) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

**NOTE:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER  
ON SUBSTITUTE FORM W-9  
Page 2**

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct Taxpayer Identification Number, or TIN, to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. The TIN provided must match the name given on the Substitute Form W-9.

**How to Get a TIN**

If you do not have a TIN, apply for one immediately. To apply for an SSN, obtain Form SS-5, Application for a Social Security Card, at the local office of the Social Security Administration or get this form on-line at [www.ssa.gov/online/ss-5.pdf](http://www.ssa.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS web site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, check the "Applied For" box in Part 3, sign and date the form, and give it to the payer. Also sign and date the "Certificate of Awaiting Taxpayer Identification Number." For interest and dividend payments and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the payer. If the payer does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Checking the "Applied For" box on the form means that you have already applied for a TIN OR that you intend to apply for one soon. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the payer.

**CAUTION:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Payees Exempt from Backup Withholding**

Individuals (including sole proprietors) are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete Substitute Form W-9 to avoid possible erroneous backup withholding. If you are exempt, enter your name and correct TIN in Part 1, check the "Exempt" box in Part 4, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8, Certificate of Foreign Status.

The following is a list of payees that may be exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (13) and any person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7). However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: (i) medical and health care payments, (ii) attorneys' fees, and (iii) payments for services paid by a federal executive agency. Only payees described in items (1) through (5) are exempt from backup withholding for barter exchange transactions and patronage dividends.

- (1) An organization exempt from tax under section 501(a), or an individual retirement plan, or IRA, or a custodial account under section 403(b)(7), if the account satisfies the requirements of section 401(f)(2).
- (2) The United States or any of its agencies or instrumentalities.
- (3) A state, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities.
- (4) A foreign government, a political subdivision of a foreign government, or any of their agencies or instrumentalities.
- (5) An international organization or any of its agencies or instrumentalities.
- (6) A corporation.
- (7) A foreign central bank of issue.
- (8) A dealer in securities or commodities registered in the United States, the District of Columbia, or a possession of the United States.
- (9) A futures commission merchant registered with the Commodity Futures Trading Commission.
- (10) A real estate investment trust.
- (11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
- (12) A common trust fund operated by a bank under section 584(a).
- (13) A financial institution.
- (14) A middleman known in the investment community as a nominee or custodian.
- (15) An exempt charitable remainder trust, or a non-exempt trust described in section 4947.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE "EXEMPT" BOX IN PART 4 ON THE FACE OF THE FORM IN THE SPACE PROVIDED, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.**

Certain payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N, and their regulations.

**Privacy Act Notice.** Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. The penalties described below may also apply.

#### **Penalties**

**Failure to Furnish TIN.** If you fail to furnish your correct TIN to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.** If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

**Criminal Penalty for Falsifying Information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the payer discloses or uses TINs in violation of federal law, the payer may be subject to civil and criminal penalties.

**FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.**

**Omega Healthcare Investors, Inc.**

**NOTICE OF GUARANTEED DELIVERY**

**Offer For All Outstanding**

**4.500% Senior Notes due 2027**

**in exchange for**

**4.500% Senior Notes due 2027  
that have been registered under the  
Securities Act of 1933**

**Pursuant to the Prospectus dated \_\_\_\_\_, 2015**

This notice of guaranteed delivery, or one substantially equivalent to this form, must be used to accept the exchange offer, as defined below, if (i) certificates for the 4.500% Senior Notes due 2027 of Omega Healthcare Investors, Inc., or Omega, referred to as the initial notes, are not immediately available or if all required documents are unlikely to reach U.S. Bank National Association, the exchange agent, on or prior to the expiration date of the exchange offer or (ii) a book-entry transfer cannot be completed on a timely basis. This notice of guaranteed delivery may be delivered by hand, facsimile, mail or overnight carrier to the exchange agent. See "The Exchange Offer—Procedures for Tendering Initial Notes" in the prospectus. In addition, to utilize the guaranteed delivery procedure to tender initial notes pursuant to the exchange offer, (a) a properly completed and duly executed notice of guaranteed delivery must be delivered on or prior to the expiration date and (b) a properly completed and duly executed letter of transmittal relating to the initial notes or a facsimile thereof, or an agent's message in lieu thereof, together with the initial notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such initial notes to the exchange agent's account at The Depository Trust Company, or DTC, must be received by the exchange agent within three (3) New York Stock Exchange trading days after the date of execution of this notice of guaranteed delivery. Unless indicated otherwise, capitalized terms used but not defined herein shall have the same meaning given them in the prospectus or the letter of transmittal, as the case may be.

*The Exchange Agent for this Exchange Offer is:*

**U.S. Bank National Association**

*By Mail, Hand or Courier:*

Corporate Trust Services

111 Fillmore Ave E

Mail Station EP-MN-WS2N

St. Paul, MN 55107

Attention: Specialty Finance Group

Reference: Omega Healthcare Investors, Inc.

*By Facsimile:*

(651) 466-7402

Attention: Specialty Finance Group

Reference: Omega Healthcare Investors, Inc.

*For Information or Confirmation by Telephone:*

(800) 934-6802

The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.

**Delivery of this notice of guaranteed delivery to an address other than as set forth above or transmission of this notice of guaranteed delivery via facsimile to a number other than as set forth above will not constitute a valid delivery.**

This notice of guaranteed delivery is not to be used to guarantee signatures. If a signature on a letter of transmittal is required to be guaranteed by an "eligible institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the letter of transmittal.

Aggregate Principal Amount Tendered\* \_\_\_\_\_

Name of Registered Holder(s) \_\_\_\_\_

Certificate No(s). (if available) \_\_\_\_\_

Total Principal Amount Represented by Initial Note Certificate(s) \_\_\_\_\_

If initial notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number: \_\_\_\_\_

Date: \_\_\_\_\_

\*Must be in denominations of U.S. \$2,000 and any integral multiple of \$1,000.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

**PLEASE SIGN AND COMPLETE**

Signature of Registered Holder(s) or Authorized Signatory:

Name(s) of Registered Holder(s):

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Area Code and Telephone No.: \_\_\_\_\_

The notice of guaranteed delivery must be signed by the holder(s) of the initial notes exactly as their name(s) appear on certificates for the initial notes or on a security position listing as the owner of the initial notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, that person must provide the following information, and unless waived by Omega, provide proper evidence satisfactory to Omega of such person's authority to act.

**Please print name(s) and address(es)**

Name(s): \_\_\_\_\_

Capacity: \_\_\_\_\_

Address(es): \_\_\_\_\_

**GUARANTEE OF DELIVERY**  
**(not to be used for signature guarantees)**

The undersigned, a firm that is a member of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., a bank, trust company or other nominee having an office or correspondent in the United States or another eligible guarantor institution (as defined in the prospectus), hereby guarantees to deliver to the exchange agent, at one of its addresses set forth above, the letter of transmittal, together with the initial notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such initial notes to the exchange agent's account at DTC, pursuant to the procedures for book-entry transfer set forth in the prospectus, together with any other documents required by the letter of transmittal, within three trading days for the New York Stock Exchange after the date of execution of this notice of guaranteed delivery.

The undersigned acknowledges that (1) it must deliver to the exchange agent the letter of transmittal or a facsimile thereof, or an agent's message in lieu thereof, and the initial notes tendered hereby in proper form for transfer or confirmation of the book-entry transfer of such initial notes to the exchange agent's account at DTC within the time period set forth above and (2) that failure to do so could result in a financial loss to the undersigned.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(Include Zip Code)

Area Code and Telephone No.: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Please Print)

Dated: \_\_\_\_\_

**Do not send certificates for initial notes with this form. Actual surrender of certificates for initial notes must be made pursuant to, and be accompanied by, an executed letter of transmittal.**

## INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

**1. Delivery of this Notice of Guaranteed Delivery.** A properly completed and duly executed copy of this notice of guaranteed delivery must be received by the exchange agent at one of its addresses set forth in this notice of guaranteed delivery before the expiration date. The method of delivery of this notice of guaranteed delivery and any other required documents to the exchange agent is at the election and sole risk of the holder of initial notes, and the delivery will be deemed made only when actually received by the exchange agent. If delivery is by mail, we recommend registered mail with return receipt required, properly insured. As an alternative to delivery by mail, holders may wish to use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedures, see the prospectus and Instruction 1 of the letter of transmittal.

**2. Signatures on this Notice of Guaranteed Delivery.** If this notice of guaranteed delivery is signed by the registered holder(s) of the initial notes referred to in this notice of guaranteed delivery, the signatures must correspond exactly with the name(s) written on the face of the initial notes without alteration, enlargement, or any change whatsoever.

If this notice of guaranteed delivery is signed by a participant of DTC whose name appears on a security position listing as the owner of the initial notes, the signature must correspond with the name shown on the security position listing as the owner of the initial notes.

If this notice of guaranteed delivery is signed by a person other than the registered holder(s) of any initial notes listed or a participant of DTC whose name appears on a security position listing as the owner of the initial notes, this notice of guaranteed delivery must be accompanied by appropriate bond powers, signed exactly as the name(s) of the registered holder(s) appear(s) on the initial notes or signed as the name of the participant is shown on DTC's security position listing, and also must be accompanied by such opinions of counsel, certifications and other information as the Company or the trustee for the initial notes may require in accordance with the restrictions on transfer applicable to the initial notes.

If this notice of guaranteed delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and submit the notice of guaranteed delivery evidence satisfactory to Omega of the person's authority to so act.

**3. Questions, Requests For Assistance And Additional Copies.** Questions and requests for assistance may be directed to the exchange agent at its address and telephone number set forth on the front of this notice of guaranteed delivery. Additional copies of the prospectus, the letter of transmittal, the notice of guaranteed delivery and Form W-8 may be obtained from the exchange agent at the address and telephone/facsimile numbers indicated above, or from your broker, dealer, commercial bank, trust company or other nominee.



**Omega Healthcare Investors, Inc.****Offer For All Outstanding****4.500% Senior Notes due 2027****in exchange for****4.500% Senior Notes due 2027  
that have been registered under the  
Securities Act of 1933**

**The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.**

To Securities Dealers, Brokers, Commercial Banks, Trust Companies and Other Nominees:

Omega Healthcare Investors, Inc., a Maryland corporation, or Omega, is offering to exchange an aggregate principal amount of up to \$700,000,000 of its 4.500% Senior Notes due 2027, which have been registered under the Securities Act of 1933, as amended, referred to as the exchange notes, for a like principal amount of its 4.500% Senior Notes due 2027, referred to as the initial notes, upon the terms and subject to the conditions set forth in the prospectus dated \_\_\_\_\_, 2015, and in the related letter of transmittal and the instructions thereto.

Enclosed herewith are copies of the following documents:

1. The prospectus.
2. The letter of transmittal for your use and for the information of your clients, including a substitute Internal Revenue Service Form W-9 for collection of information relating to backup federal income tax withholding.
3. A notice of guaranteed delivery to be used to accept the exchange offer with respect to initial notes in certificated form or initial notes accepted for clearance through the facilities of The Depository Trust Company, or DTC, if (i) certificates for initial notes are not immediately available or all required documents are unlikely to reach the exchange agent on or prior to the expiration date or (ii) a book-entry transfer cannot be completed on a timely basis.
4. A form of letter which may be sent to your clients for whose account you hold the initial notes in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the exchange offer.
5. Return envelopes addressed to U.S. Bank National Association, the exchange agent for the exchange offer.

**Please note that the exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless extended. We urge you to contact your clients as promptly as possible.**

Omega has not retained any dealer-manager in connection with the exchange offer and will not pay any fee or commission to any broker, dealer, nominee or other person, other than the exchange agent, for soliciting tenders of the initial notes pursuant to the exchange offer. You will be reimbursed by Omega for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your clients and for handling or tendering for your clients.

Additional copies of the enclosed materials may be obtained by contacting the exchange agent as provided in the enclosed letter of transmittal.

Very truly yours,

OMEGA HEALTHCARE INVESTORS, INC.

Enclosures

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF OMEGA OR THE EXCHANGE AGENT OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER OTHER THAN THOSE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HERewith.**

**The exchange offer is not being made to, and the tender of initial notes will not be accepted from or on behalf of, holders in any jurisdiction in which the making or acceptance of the exchange offer would not be in compliance with the laws of such jurisdiction.**

**Omega Healthcare Investors, Inc.****Offer For All Outstanding****4.500% Senior Notes due 2027****in exchange for****4.500% Senior Notes due 2027  
that have been registered under the  
Securities Act of 1933**

<b>The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2015, unless we extend the offer. Tenders may be withdrawn at any time prior to the expiration of the exchange offer.</b>
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To Our Clients:

Enclosed for your consideration is a prospectus dated \_\_\_\_\_, 2015 and the related letter of transmittal and instructions thereto in connection with the offer, referred to as the exchange offer, of Omega Healthcare Investors, Inc., a Maryland corporation, or Omega, to exchange an aggregate principal amount of up to \$700,000,000 of its 4.500% Senior Notes due 2027, which have been registered under the Securities Act of 1933, as amended, referred to as the exchange notes, for a like principal amount of its issued and outstanding 4.500% Senior Notes due 2027, referred to as the initial notes, upon the terms and subject to the conditions set forth in the prospectus and the letter of transmittal. Consummation of the exchange offer is subject to certain conditions described in the prospectus.

**We are the registered holder of initial notes held by us for your account. A tender of any such initial notes can be made only by us as the registered holder and pursuant to your instructions. The letter of transmittal is furnished to you for your information only and cannot be used by you to tender initial notes held by us for your account.**

Accordingly, we request instructions as to whether you wish us to tender any or all such initial notes held by us for your account pursuant to the terms and conditions set forth in the prospectus and the letter of transmittal. **We urge you to read the prospectus and the letter of transmittal carefully before instructing us to tender your initial notes.**

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender initial notes on your behalf in accordance with the provisions of the exchange offer. **The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2015, unless extended.** Initial notes tendered pursuant to the exchange offer may be withdrawn only under the circumstances described in the prospectus and the letter of transmittal.

Your attention is directed to the following:

1. The exchange offer is for the entire aggregate principal amount of outstanding initial notes.
2. Consummation of the exchange offer is conditioned upon the terms and conditions set forth in the prospectus under the captions “The Exchange Offer—Terms of the Exchange Offer” and “The Exchange Offer—Conditions of the Exchange Offer.”
3. Tendering holders may withdraw their tender at any time until 5:00 p.m., New York City time, on the expiration date.
4. Any transfer taxes incident to the transfer of initial notes from the tendering holder to Omega will be paid by Omega, except as provided in the prospectus and the instructions to the letter of transmittal.
5. The exchange offer is not being made to, nor will the surrender of initial notes for exchange be accepted from or on behalf of, holders of initial notes in any jurisdiction in which the exchange offer or acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction.
6. The acceptance for exchange of initial notes validly tendered and not withdrawn and the issuance of exchange notes will be made as soon as practicable after the expiration date.
7. Omega expressly reserves the right, in its reasonable discretion and in accordance with applicable law, (i) to delay accepting any initial notes, (ii) to terminate the exchange offer and not accept any initial notes for exchange if it determines that any of the conditions to the exchange offer, as set forth in the prospectus, have not occurred or been satisfied, (iii) to extend the expiration date of the exchange offer and retain all initial notes tendered in the exchange offer other than those notes properly withdrawn, or (iv) to waive any condition or to amend the terms of the exchange offer in any manner. In the event of any extension, delay, non-acceptance, termination, waiver or amendment, Omega will as promptly as practicable give oral or written notice of the action to the exchange agent and make a public announcement of such action. In the case of an extension, such announcement will be made no later than 5:00 p.m., New York City time, on the next business day after the previously scheduled expiration date.
8. Consummation of the exchange offer may have adverse consequences to non-tendering initial note holders, including that the reduced amount of outstanding initial notes as a result of the exchange offer may adversely affect the trading market, liquidity and market price of the initial notes.
9. If you wish to have us tender any or all of the initial notes held by us for your account, please so instruct us by completing, executing and returning to us the instruction form that follows.

**OMEGA HEALTHCARE INVESTORS, INC.**

**INSTRUCTIONS REGARDING THE EXCHANGE OFFER  
WITH RESPECT TO THE  
4.500% SENIOR NOTES DUE 2027  
(INITIAL NOTES)**

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF YOUR LETTER AND THE ENCLOSED DOCUMENTS REFERRED TO THEREIN RELATING TO THE EXCHANGE OFFER OF OMEGA HEALTHCARE INVESTORS, INC. WITH RESPECT TO THE INITIAL NOTES.

THIS WILL INSTRUCT YOU WHETHER TO TENDER THE PRINCIPAL AMOUNT OF INITIAL NOTES INDICATED BELOW HELD BY YOU FOR THE ACCOUNT OF THE UNDERSIGNED PURSUANT TO THE TERMS OF AND CONDITIONS SET FORTH IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

- Please tender the initial notes held by you for my account, as indicated below.
- Please do not tender any initial notes held by you for my account.

Type	Aggregate Principal Amount Held for Account of Holder(s)	Principal Amount to be Tendered*
4.500% Senior Notes due 2027		

\* UNLESS OTHERWISE INDICATED, SIGNATURE(S) HEREON BY BENEFICIAL OWNER(S) SHALL CONSTITUTE AN INSTRUCTION TO THE NOMINEE TO TENDER ALL INITIAL NOTES OF SUCH BENEFICIAL OWNER(S).

**SIGN HERE**

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Please print name(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
My Account Number with You

\_\_\_\_\_  
Date