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

FORM 8-K

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

Date of report (Date of earliest event reported): January 9, 2017

OMEGA HEALTHCARE INVESTORS, INC.

(Exact name of registrant as specified in charter)

Maryland
(State of incorporation)

1-11316
(Commission File Number)

38-3041398
(IRS Employer
Identification No.)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act.
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.
-
-

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

Employment Agreement Amendments

On January 9, 2017, the Compensation Committee of the Board of Directors (the "**Compensation Committee**") of Omega Healthcare Investors, Inc., a Maryland corporation (the "**Company**" or "**Omega**"), approved amendments to extend by one year, until December 31, 2019, the terms of the existing employment agreements generally effective March 31, 2015, or April 1, 2015 in the case of Steven Insoft, as such agreements were amended effective March 17, 2016 (collectively, the "**Employment Agreement Amendments**") with each of Taylor Pickett, Daniel Booth, Steven Insoft, Robert Stephenson, and Michael Ritz (collectively, the "**Executive Officers**").

Annual Base Salary. On January 9, 2017, the Compensation Committee confirmed its prior approval in December 2016, and each Employment Agreement Amendment also specifies, the current annual base salary for the Executive Officers, effective January 1, 2017, which is as follows:

Name	Annual Base Salary
Taylor Pickett	\$ 765,000
Daniel Booth	\$ 494,700
Steven Insoft	\$ 484,500
Robert Stephenson	\$ 474,300
Michael Ritz	\$ 326,400

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Form of 2017 Employment Agreement Amendments.

SIGNATURES

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

OMEGA HEALTHCARE INVESTORS, INC.
(Registrant)

Dated: January 13, 2017

By: /s/ Robert O. Stephenson

Robert O. Stephenson
Chief Financial Officer and Treasurer

Exhibit Index

Exhibit No.		Description of Exhibit
10.1	Form of 2017 Employment Agreement Amendments.	

[FORM OF]
AMENDMENT
TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (the "**Amendment**") is made January 9, 2017, among OHI Asset Management LLC (the "**Company**"), Omega Healthcare Investors, Inc. (the "**Parent**"), and _____ (the "**Executive**").

INTRODUCTION

The Company, the Parent and the Executive are parties to an employment agreement (the "**Employment Agreement**") generally effective as of _____, 2015 and amended effective March 17, 2016. The parties now desire to further amend the Employment Agreement to extend the term of the Employment Agreement by one year to December 31, 2019 (subject to earlier termination as provided in the Employment Agreement), update the annual base salary payable to the Executive, and update the definition of "Competing Business."

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

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

"The Company shall pay the Executive base salary of \$_____,_____ per annum effective January 1, 2017, which base salary will be subject to review effective as of January 1, 2018, and at least annually thereafter by the Compensation Committee of the Board of Directors of the Parent (the "**Compensation Committee**") for possible increases."

2. By substituting in the first sentence of Section 2(b)(ii) the year "2017" for the year "2016".
3. By substituting in the second sentence of Section 2(b)(iii), in Section 3(a), in Section 3(c)(ii) and in Section 5(f) the year "2019" for the year "2018" wherever it appears.
4. By substituting the following for Section 9(f):

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE COMPANY:

OHI ASSET MANAGEMENT LLC

By: _____

THE PARENT

OMEGA HEALTHCARE INVESTORS, INC.

By: _____

THE EXECUTIVE:
