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

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2008.

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-11316

OMEGA HEALTHCARE INVESTORS, INC.

(Exact Name of Registrant as Specified in its Charter)

Maryland	**38-3041398**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
200 International Circle, Suite 3500 Hunt Valley, MD	**21030**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: 410-427-1700
Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	**Name of Exchange on Which Registered**
Common Stock, $.10 Par Value and associated stockholder protection rights	New York Stock Exchange
8.375% Series D Cumulative Redeemable Preferred Stock, $1 Par Value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [X] No [ ]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [ ] No [X]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities and Exchange Act of 1934 during the preceding twelve months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer [X] Accelerated filer [ ] Non-accelerated filer [ ] Smaller reporting company [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [ ] No [X]

The aggregate market value of the common stock of the registrant held by non-affiliates was $1,257,034,541. The aggregate market value was computed using the $16.65 closing price per share for such stock on the New York Stock Exchange on June 30, 2008.

As of February 24, 2009 there were 82,408,075 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Proxy Statement for the registrant's 2009 Annual Meeting of Stockholders to be held on May 21, 2009, to be filed with the Securities and Exchange Commission not later than 120 days after December 31, 2008, is incorporated by reference in Part III herein.

OMEGA HEALTHCARE INVESTORS, INC.
2008 FORM 10-K ANNUAL REPORT

TABLE OF CONTENTS

PART I

PART II

PART III

PART IV

Item 1 - Business

Overview

We were incorporated in the State of Maryland on March 31, 1992. We are a self-administered real estate investment trust ("REIT"), investing in income-producing healthcare facilities, principally long-term care facilities located in the United States. We provide lease or mortgage financing to qualified operators of skilled nursing facilities ("SNFs") and, to a lesser extent, assisted living facilities ("ALFs"), independent living facilities ("ILFs") and rehabilitation and acute care facilities. We have historically financed investments through borrowings under our revolving credit facilities, private placements or public offerings of debt or equity securities, the assumption of secured indebtedness, or a combination of these methods. In July 2008, we assumed operating responsibilities for 14 of our SNFs and one of our ALFs due to the bankruptcy of one of our operators/tenants. In September 2008, we entered into an agreement to lease these facilities to a new operator/tenant. Effective September 1, 2008, the new operator/tenant assumed operating responsibility for 13 of the 15 facilities. We are in the process of addressing state regulatory requirements necessary to transfer the final two properties to the new operator/tenant, and as a result, have retained operating responsibility for those two properties as of December 31, 2008.

As of December 31, 2008, our portfolio of investments consisted of 256 healthcare facilities, located in 28 states and operated by 25 third-party operators. This portfolio was made up of:

- 227 SNFs, seven ALFs, two rehabilitation hospitals owned and leased to third parties and two ILFs;
- fixed rate mortgages on 15 long-term healthcare facilities;
- two SNFs owned and operated by us; and
- one SNF as held-for-sale.

As of December 31, 2008, our gross investments in these facilities, net of impairments and before reserve for uncollectible loans, totaled approximately $1.5 billion. In addition, we also held miscellaneous investments of approximately $29.9 million at December 31, 2008, consisting primarily of secured loans to third-party operators of our facilities.

Our filings with the Securities and Exchange Commission ("SEC"), including our annual report 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.

Summary of Financial Information

The following tables summarize our revenues and real estate assets by asset category for 2008, 2007 and 2006. (See Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations, Note 3 – Properties and Note 5 – Mortgage Notes Receivable).

Revenues by Asset Category
(in thousands)

	Year Ended December 31,		
	2008	**2007**	**2006**
Core assets:			
Lease rental income	$ 155,765	$ 152,061	$ 126,892
Mortgage interest income	9,562	3,888	4,402
Total core asset revenues	165,327	155,949	131,294
Other asset revenue	2,031	2,821	3,687
Miscellaneous income	2,234	788	532
Total revenue before owned and operated assets	169,592	159,558	135,513
Owned and operated asset revenue	24,170	—	—
Total revenue	$ 193,762	$ 159,558	$ 135,513

Assets by Category
(in thousands)

	As of December 31, 2008	2007
Core assets:		
Leased assets	$ 1,372,012	$ 1,274,722
Mortgaged assets	100,821	31,689
Total core assets	1,472,833	1,306,411
Other assets	29,864	13,683
Total real estate assets before held for sale assets	1,502,697	1,320,094
Held for sale assets	150	2,870
Total real estate assets	$ 1,502,847	$ 1,322,964

Description of the Business

Investment Strategy. We maintain a diversified portfolio of long-term healthcare facilities and mortgages on healthcare facilities located throughout the United States. In making investments, we generally have focused on established, creditworthy, middle-market healthcare operators that meet our standards for quality and experience of management. We have sought to diversify our investments in terms of geographic locations and operators.

In evaluating potential investments and future returns, we consider such factors as:

- the quality and experience of management and the creditworthiness of the operator of the facility;
- the facility's historical and forecasted cash flow and its ability to meet operational needs, capital expenditure requirements and lease or debt service obligations, providing a competitive return on our investment;
- the construction quality, condition and design of the facility;
- the geographic area of the facility;
- the tax, growth, regulatory and reimbursement environment of the jurisdiction in which the facility is located;
- the occupancy and demand for similar healthcare facilities in the same or nearby communities; and
- the payor mix of private, Medicare and Medicaid patients.

One of our fundamental investment strategies is to obtain contractual rent escalations under long-term, non-cancelable, "triple-net" leases and fixed-rate mortgage loans, and to obtain substantial liquidity deposits. Additional security is typically provided by covenants regarding minimum working capital and net worth, liens on accounts receivable and other operating assets, and various provisions for cross-default, cross-collateralization and corporate/personal guarantees, when appropriate.

We prefer to invest in equity ownership of properties. Due to regulatory, tax or other considerations, we may pursue alternative investment structures, which can achieve returns comparable to equity investments. The following summarizes the primary investment structures we typically use. The average annualized yields described below reflect existing contractual arrangements. However, in view of the ongoing financial challenges in the long-term care industry, we cannot assure you that the operators of our facilities will meet their payment obligations in full or when due. Therefore, the annualized yields as of January 1, 2009 set forth below are not necessarily indicative of or a forecast of actual yields, which may be lower.

Purchase/Leaseback. In a purchase/leaseback transaction, we purchase the property from the operator and lease it back to the operator over terms typically ranging from 5 to 15 years, plus renewal options. The leases originated by us generally provide for minimum annual rentals which are subject to annual formula increases based upon such factors as increases in the Consumer Price Index (“CPI”). The average annualized yield from leases was approximately 11.3% at January 1, 2009.

Fixed-Rate Mortgage. These mortgages have a fixed interest rate for the mortgage term and are secured by first mortgage liens on the underlying real estate and personal property of the mortgagor. The average annualized yield on these investments was approximately 11.4% at January 1, 2009.

The table set forth in Item 2 – Properties contains information regarding our real estate properties, their geographic locations, and the types of investment structures as of December 31, 2008.

Borrowing Policies. We may incur additional indebtedness and have historically sought to maintain an annualized total debt-to-EBITDA ratio in the range of 4 to 5 times. Annualized EBITDA is defined as earnings before interest, taxes, depreciation and amortization for a twelve month period. We intend to periodically review our policy with respect to our total debt-to-EBITDA ratio and to modify the policy as our management deems prudent in light of prevailing market conditions. Our strategy generally has been to match the maturity of our indebtedness with the maturity of our investment assets and to employ long-term, fixed-rate debt to the extent practicable in view of market conditions in existence from time to time.

We may use proceeds of any additional indebtedness to provide permanent financing for investments in additional healthcare facilities. We may obtain either secured or unsecured indebtedness and may obtain indebtedness that may be convertible into capital stock or be accompanied by warrants to purchase capital stock. Where debt financing is available on terms deemed favorable, we generally may invest in properties subject to existing loans, secured by mortgages, deeds of trust or similar liens on properties.

If we need capital to repay indebtedness as it matures, we may be required to liquidate investments in properties at times which may not permit realization of the maximum recovery on these investments. This could also result in adverse tax consequences to us. We may be required to issue additional equity interests in our company, which could dilute your investment in our company. (See Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations; Liquidity and Capital Resources).

Policies With Respect To Certain Activities. If our Board of Directors determines that additional funding is required, we may raise such funds through additional equity offerings, debt financing, and retention of cash flow (subject to provisions in the Internal Revenue Code concerning taxability of undistributed REIT taxable income) or a combination of these methods.

Borrowings may be in the form of bank borrowings, secured or unsecured, and publicly or privately placed debt instruments, purchase money obligations to the sellers of assets, long-term, tax-exempt bonds or financing from banks, institutional investors or other lenders, or securitizations, any of which indebtedness may be unsecured or may be secured by mortgages or other interests in our assets. Holders of such indebtedness may have recourse to all or any part of our assets or may be limited to the particular asset to which the indebtedness relates.

We have authority to offer our common stock or other equity or debt securities in exchange for property and to repurchase or otherwise reacquire our shares or any other securities and may engage in such activities in the future.

Subject to the percentage of ownership limitations and gross income and asset tests necessary for REIT qualification, we may invest in securities of other REITs, other entities engaged in real estate activities or securities of other issuers, including for the purpose of exercising control over such entities.

We may engage in the purchase and sale of investments. We do not underwrite the securities of other issuers.

Our officers and directors may change any of these policies without a vote of our stockholders.

In the opinion of our management, our properties are adequately covered by insurance.

Competition. The healthcare industry is highly competitive and will likely become more competitive in the future. We face competition from other REITs, investment companies, private equity and hedge fund investors, healthcare operators, lenders, developers and other institutional investors, some of whom have greater resources and lower costs of capital than us. Our operators compete on a local and regional basis with operators of facilities that provide comparable services. The basis of competition for our operators includes the quality of care provided, reputation, the physical appearance of a facility, price, the range of services offered, family preference, alternatives for healthcare delivery, the supply of competing properties, physicians, staff, referral sources, location and the size and demographics of the population and surrounding areas.

Increased competition makes it more challenging for us to identify and successfully capitalize on opportunities that meet our objectives. Our ability to compete is also impacted by national and local economic trends, availability of investment alternatives, availability and cost of capital, construction and renovation costs, existing laws and regulations, new legislation and population trends. For additional information on the risks associated with our business, please see Item 1A — Risk Factors below.

Taxation

The following is a general summary of the material U.S. federal income tax considerations applicable to us and to the holders of our securities and our election to be taxed as a REIT. It is not tax advice. The summary is not intended to represent a detailed description of the U.S. federal income tax consequences applicable to a particular stockholder in view of any person's particular circumstances, nor is it intended to represent a detailed description of the U.S. federal income tax consequences applicable to stockholders subject to special treatment under the federal income tax laws such as insurance companies, tax-exempt organizations, financial institutions, securities broker-dealers, investors in pass-through entities, expatriates and taxpayers subject to alternative minimum taxation.

The following discussion, to the extent it constitutes matters of law or legal conclusions (assuming the facts, representations, and assumptions upon which the discussion is based are accurate), accurately represents some of the material U.S. federal income tax considerations relevant to ownership of our securities. The sections of the Internal Revenue Code (the "Code") relating to the qualification and operation as a REIT are highly technical and complex. The following discussion sets forth certain material aspects of the Code sections that govern the federal income tax treatment of a REIT and its stockholders. The information in this section is based on the Code; current, temporary, and proposed Treasury regulations promulgated under the Code; the legislative history of the Code; current administrative interpretations and practices of the Internal Revenue Service ("IRS"); and court decisions, in each case, as of the date of this report. In addition, the administrative interpretations and practices of the IRS include its practices and policies as expressed in private letter rulings, which are not binding on the IRS, except with respect to the particular taxpayers who requested and received those rulings.

General. We have elected to be taxed as a REIT, under Sections 856 through 860 of the Code, beginning with our taxable year ended December 31, 1992. We believe that we have been organized and operated in such a manner as to qualify for taxation as a REIT. We intend to continue to operate in a manner that will allow us to maintain our qualification as a REIT, but no assurance can be given that we have operated or will be able to continue to operate in a manner so as to qualify or remain qualified as a REIT.

The sections of the Code that govern the federal income tax treatment of a REIT are highly technical and complex. The following sets forth certain material aspects of those sections. This summary is qualified in its entirety by the applicable Code provisions, rules and regulations promulgated thereunder, and administrative and judicial interpretations thereof.

If we qualify for taxation as a REIT, we generally will not be subject to federal corporate income taxes on our net income that is currently distributed to stockholders. However, we will be subject to certain federal income taxes as follows: First, we will be taxed at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains; provided, however, that if we have a net capital gain, we will be taxed at regular corporate rates on our undistributed REIT taxable income, computed without regard to net capital gain and the deduction for capital gains dividends, plus a 35% tax on undistributed net capital gain, if our tax as thus computed is less than the tax computed in the regular manner. Second, under certain circumstances, we may be subject to the "alternative minimum tax" on our items of tax preference that we do not distribute or allocate to our stockholders. Third, if we have (i) net income from the sale or other disposition of "foreclosure property," which is held primarily for sale to customers in the ordinary course of business, or (ii) other nonqualifying income from foreclosure property, we will be subject to tax at the highest regular corporate rate on such income. Fourth, if we have net income from prohibited transactions (which are, in general, certain sales or other dispositions of property (other than foreclosure property) held primarily for sale to customers in the ordinary course of business by us, i.e., when we are acting as a dealer), such income will be subject to a 100% tax. Fifth, if we should fail to satisfy the 75% gross income test or the 95% gross income test (as discussed below), but have nonetheless maintained our qualification as a REIT because certain other requirements have been met, we will be subject to a 100% tax on an amount equal to (a) the gross income attributable to the greater of the amount by which we fail the 75% or 95% test, multiplied by (b) a fraction intended to reflect our profitability. Sixth, if we should fail to distribute by the end of each year at least the sum of (i) 85% of our REIT ordinary income for such year, (ii) 95% of our REIT capital gain net income for such year, and (iii) any undistributed taxable income from prior periods, we will be subject to a 4% excise tax on the excess of such required distribution over the amounts actually distributed. Seventh, we will be subject to a 100% excise tax on transactions with a taxable REIT subsidiary ("TRS") that are not conducted on an arm's-length basis. Eighth, if we acquire any asset, which is defined as a "built-in gain asset" from a C corporation that is not a REIT (i.e., generally a corporation subject to full corporate-level tax) in a transaction in which the basis of the built-in gain asset in our hands is determined by reference to the basis of the asset (or any other property) in the hands of the C corporation, and we recognize gain on the disposition of such asset during the 10-year period, which is defined as the "recognition period," beginning on the date on which such asset was acquired by us, then, to the extent of the built-in gain (i.e., the excess of (a) the fair market value of such asset on the date such asset was acquired by us over (b) our adjusted basis in such asset on such date), our recognized gain will be subject to tax at the highest regular corporate rate. The results described above with respect to the recognition of built-in gain assume that we will not make an election pursuant to Treasury Regulations Section 1.337(d)-7(c)(5).

***Requirements for Qualification*.** The Code defines a REIT as a corporation, trust or association: (1) which is managed by one or more trustees or directors; (2) the beneficial ownership of which is evidenced by transferable shares, or by transferable certificates of beneficial interest; (3) which would be taxable as a domestic corporation, but for Sections 856 through 859 of the Code; (4) which is neither a financial institution nor an insurance company subject to the provisions of the Code; (5) the beneficial ownership of which is held by 100 or more persons; (6) during the last half year of each taxable year not more than 50% in value of the outstanding stock of which is owned, actually or constructively, by five or fewer individuals (as defined in the Code to include certain entities); and (7) which meets certain other tests, described below, regarding the nature of its income and assets and the amount of its annual distributions to stockholders. The Code provides that conditions (1) to (4), inclusive, must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of twelve months, or during a proportionate part of a taxable year of less than twelve months. For purposes of conditions (5) and (6), pension funds and certain other tax-exempt entities are treated as individuals, subject to a "look-through" exception in the case of condition (6).

***Income Tests*.** To maintain our qualification as a REIT, we annually must satisfy two gross income requirements. First, at least 75% of our gross income (excluding gross income from prohibited transactions) for each taxable year must be derived directly or indirectly from investments relating to real property or mortgages on real property (including generally "rents from real property," interest on mortgages on real property, and gains on sale of real property and real property mortgages, other than property described in Section 1221(a)(1) of the Code) and income derived from certain types of temporary investments. Second, at least 95% of our gross income (excluding gross income from prohibited transactions) for each taxable year must be derived from such real property investments, dividends, interest and gain from the sale or disposition of stock or securities other than property held for sale to customers in the ordinary course of business.

Rents received by us will qualify as "rents from real property" in satisfying the gross income requirements for a REIT described above only if several conditions are met. First, the amount of the rent must not be based in whole or in part on the income or profits of any person. However, any amount received or accrued generally will not be excluded from the term "rents from real property" solely by reason of being based on a fixed percentage or percentages of receipts or sales. Second, the Code provides that rents received from a tenant (other than rent from a tenant that is a TRS that meets the requirements described below) will not qualify as "rents from real property" in satisfying the gross income tests if we, or an owner (actually or constructively) of 10% or more of the value of our stock, actually or constructively owns 10% or more of such tenant, which is defined as a related party tenant. Third, if rent attributable to personal property, leased in connection with a lease of real property, is greater than 15% of the total rent received under the lease, then the portion of rent attributable to such personal property will not qualify as "rents from real property." Finally, for rents received to qualify as "rents from real property," we generally must not operate or manage the property or furnish or render services to the tenants of such property, other than through an independent contractor from which we derive no revenue. We may, however, directly perform certain services that are "usually or customarily rendered" in connection with the rental of space for occupancy only and are not otherwise considered "rendered to the occupant" of the property. In addition, we may provide a minimal amount of "non-customary" services to the tenants of a property, other than through an independent contractor, as long as our income from the services does not exceed 1% of our income from the related property. Furthermore, we may own up to 100% of the stock of a TRS, which may provide customary and non-customary services to our tenants without tainting our rental income from the related properties. For our tax years beginning after 2004, rents for customary services performed by a TRS or that are received from a TRS and are described in Code Section 512(b)(3) no longer need to meet the 100% excise tax safe harbor. Instead, such payments avoid the excise tax if we pay the TRS at least 150% of its direct cost of furnishing such services. Beginning in 2009, we will be able to include as qualified rents from real property rental income that is paid to us by a TRS with respect to a lease of a health care facility to the TRS provided that the facility is operated and managed by an "eligible independent contractor."

The term "interest" generally does not include any amount received or accrued (directly or indirectly) if the determination of such amount depends in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term "interest" solely by reason of being based on a fixed percentage or percentages of gross receipts or sales. In addition, an amount that is based on the income or profits of a debtor will be qualifying interest income as long as the debtor derives substantially all of its income from the real property securing the debt from leasing substantially all of its interest in the property, but only to the extent that the amounts received by the debtor would be qualifying "rents from real property" if received directly by a REIT.

If a loan contains a provision that entitles us to a percentage of the borrower's gain upon the sale of the real property securing the loan or a percentage of the appreciation in the property's value as of a specific date, income attributable to that loan provision will be treated as gain from the sale of the property securing the loan, which generally is qualifying income for purposes of both gross income tests.

Interest on debt secured by mortgages on real property or on interests in real property generally is qualifying income for purposes of the 75% gross income test. However, if the highest principal amount of a loan outstanding during a taxable year exceeds the fair market value of the real property securing the loan as of the date we agreed to originate or acquire the loan, a portion of the interest income from such loan will not be qualifying income for purposes of the 75% gross income test, but will be qualifying income for purposes of the 95% gross income test. The portion of the interest income that will not be qualifying income for purposes of the 75% gross income test will be equal to the portion of the principal amount of the loan that is not secured by real property.

Prohibited Transactions. We will incur a 100% tax on the net income derived from any sale or other disposition of property, other than foreclosure property, that we hold primarily for sale to customers in the ordinary course of a trade or business. We believe that none of our assets is primarily held for sale to customers and that a sale of any of our assets would not be in the ordinary course of our business. Whether a REIT holds an asset primarily for sale to customers in the ordinary course of a trade or business depends, however, on the facts and circumstances in effect from time to time, including those related to a particular asset. Nevertheless, we will attempt to comply with the terms of safe-harbor provisions in the federal income tax laws prescribing when an asset sale will not be characterized as a prohibited transaction. The Code also provides a number of alternative exceptions from the 100% tax on "prohibited transactions" if certain requirements have been satisfied with respect to property disposed of by the REIT. These requirements relate primarily to the number and/or amount of properties disposed of by the REIT, the period of time the property has been held by the REIT, and/or aggregate expenditures made by the REIT with respect to the property being disposed of. The conditions needed to meets these requirements have been lowered for taxable years beginning in 2009. However, we cannot assure you that we will be able to comply with the safe-harbor provisions or that we will be able to avoid the 100% tax on prohibited transactions if we were to dispose of an owned property that otherwise may be characterized as property that we hold primarily for sale to customers in the ordinary course of a trade or business.

Foreclosure Property. We will be subject to tax at the maximum corporate rate on any income from foreclosure property, other than income that otherwise would be qualifying income for purposes of the 75% gross income test, less expenses directly connected with the production of that income. However, gross income from foreclosure property is treated as qualifying for purposes of the 75% and 95% gross income tests. Foreclosure property is any real property, including interests in real property, and any personal property incident to such real property:

- that is acquired by a REIT as the result of i) the REIT having bid on such property at foreclosure, or having otherwise reduced such property to ownership or possession by agreement or process of law, after there was a default, or ii) default was imminent on a lease of such property or on indebtedness that such property secured;
- for which the related loan or lease was acquired by the REIT at a time when the default was not imminent or anticipated; and
- for which the REIT makes a proper election to treat the property as foreclosure property.

Such property generally ceases to be foreclosure property at the end of the third taxable year following the taxable year in which the REIT acquired the property, or longer (for a total of up to six years) if an extension is granted by the Secretary of the Treasury. In the case of a "qualified health care property" acquired solely as a result of termination of a lease, but not in connection with default or an imminent default on the lease, the initial grace period terminates on the second (rather than third) taxable year following the year in which the REIT acquired the property (unless the REIT establishes the need for and the Secretary of the Treasury grants one or more extension, not exceeding six years in total including the original two year period, to provide for the orderly leasing or liquidation of the REIT's interest in the qualified health care property). This grace period terminates and foreclosure property ceases to be foreclosure property on the first day:

- on which a lease is entered into for the property that, by its terms, will give rise to income that does not qualify for purposes of the 75% gross income test, or any amount is received or accrued, directly or indirectly, pursuant to a lease entered into on or after such day that will give rise to income that does not qualify for purposes of the 75% gross income test;

- on which any construction takes place on the property, other than completion of a building or any other improvement, where more than 10% of the construction was completed before default became imminent; or

- which is more than 90 days after the day on which the REIT acquired the property and the property is used in a trade or business which is conducted by the REIT, other than through an independent contractor from whom the REIT itself does not derive or receive any income.

In July 2008, we assumed operating responsibilities for the 15 properties due to the bankruptcy of Haven Eldercare, LLC ("Haven facilities") one of our operators/tenants, as described in Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations – Portfolio Developments, New Investments, Asset Sales and Other Developments. In September 2008, we entered into an agreement to lease these facilities to a new operator/tenant. Effective September 1, 2008, the new operator/tenant assumed operating responsibility for 13 of the 15 facilities. We are in the process of addressing state regulatory requirements necessary to transfer the final two properties to the new operator/tenant, and as a result, we retained operating responsibility for two properties as of December 31, 2008. We intend to make an election on our 2008 federal income tax return to treat the Haven facilities as foreclosure properties. Because we acquired possession in connection with a foreclosure, the Haven facilities are eligible to be treated as foreclosure property until the end of 2011. Although the Secretary of Treasury may extend the foreclosure property period until the end of 2014, there can be no assurance that we will receive such an extension. So long as the Haven facilities qualify as foreclosure property, our gross income from the properties will be qualifying income for the 75% and 95% gross income tests, but we will generally be subject to corporate income tax at the highest rate on the net income from the properties. If one or more of the Haven facilities were to inadvertently fail to qualify as foreclosure property, we would likely recognize nonqualifying income from such property for purposes of the 75% and 95% gross income tests, which could cause us to fail to qualify as a REIT. In addition, any gain from a sale of such property could be subject to the 100% prohibited transactions tax. Although we intend to sell or lease the remaining Haven facilities to one or more unrelated third parties prior to the end of 2011, no assurance can be provided that we will accomplish that objective. After the year 2000, the definition of foreclosure property was amended to include any "qualified health care property," as defined in Code Section 856(e)(6) acquired by us as the result of the termination or expiration of a lease of such property. We have operated qualified healthcare facilities acquired in this manner for up to two years (or longer if an extension was granted). However, we do not currently own any property with respect to which we have made foreclosure property elections. Properties that we had taken back in a foreclosure or bankruptcy and operated for our own account were treated as foreclosure properties for income tax purposes, pursuant to Code Section 856(e). Gross income from foreclosure properties was classified as "good income" for purposes of the annual REIT income tests upon making the election on the tax return. Once made, the income was classified as "good" for a period of three years, or until the properties were no longer operated for our own account. In all cases of foreclosure property, we utilized an independent contractor to conduct day-to-day operations to maintain REIT status. In certain cases we operated these facilities through a taxable REIT subsidiary. For those properties operated through the taxable REIT subsidiary, we utilized an eligible independent contractor to conduct day-to-day operations to maintain REIT status. As a result of the foregoing, we do not believe that our participation in the operation of nursing homes increased the risk that we would fail to qualify as a REIT. Through our 2008 taxable year, we had not paid any tax on our foreclosure property because those properties had been producing losses. We cannot predict whether, in the future, our income from foreclosure property will be significant and/or whether we could be required to pay a significant amount of tax on that income.

Hedging Transactions. From time to time, we may enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps and floors, options to purchase these items, and futures and forward contracts. To the extent that we enter into an interest rate swap or cap contract, option, futures contract, forward rate agreement, or any similar financial instrument to hedge our indebtedness incurred to acquire or carry "real estate assets," any periodic income or gain from the disposition of that contract should be qualifying income for purposes of the 95% gross income test, but not the 75% gross income test. Accordingly, our income and gain from our interest rate swap agreements generally is qualifying income for purposes of the 95% gross income test, but not the 75% gross income test. To the extent that we hedge with other types of financial instruments, or in other situations, it is not entirely clear how the income from those transactions will be treated for purposes of the gross income tests. We have structured and intend to continue to structure any hedging transactions in a manner that does not jeopardize our status as a REIT. For tax years beginning after 2004, we were no longer required to include income from hedging transactions in gross income (*i.e.,* not included in either the numerator or the denominator) for purposes of the 95% gross income test and we are no longer required to include in gross income (*i.e.,* not included in either the numerator or the denominator) for purposes of the 75% gross income test any gross income from any hedging transaction entered into after July 30, 2008.

TRS Income. A TRS may earn income that would not be qualifying income if earned directly by the parent REIT. Both the subsidiary and the REIT must jointly elect to treat the subsidiary as a TRS. A corporation of which a TRS directly or indirectly owns more than 35% of the voting power or value of the stock will automatically be treated as a TRS. Overall, no more than 20% (25% in 2009) of the value of a REIT's assets may consist of securities of one or more TRSs. However, a TRS does not include a corporation which directly or indirectly (i) operates or manages a health care (or lodging) facility, or (ii) provides to any other person (under a franchise, license, or otherwise) rights to any brand name under which a health care (or lodging) facility is operated. Beginning in 2009, however, a TRS will be able to own or lease a health care facility provided that the facility is operated and managed by an "eligible independent contractor." A TRS will pay income tax at regular corporate rates on any income that it earns. In addition, the new rules limit the deductibility of interest paid or accrued by a TRS to its parent REIT to assure that the TRS is subject to an appropriate level of corporate taxation. The rules also impose a 100% excise tax on transactions between a TRS and its parent REIT or the REIT's operators that are not conducted on an arm's-length basis.

Failure to Satisfy Income Tests. If we fail to satisfy one or both of the 75% or 95% gross income tests for any taxable year, we may nevertheless qualify as a REIT for such year if we are entitled to relief under certain provisions of the Code. These relief provisions will be generally available if our failure to meet such tests was due to reasonable cause and not due to willful neglect, we attach a schedule of the sources of our income to our tax return, and any incorrect information on the schedule was not due to fraud with intent to evade tax. It is not possible, however, to state whether in all circumstances we would be entitled to the benefit of these relief provisions. Even if these relief provisions apply, we would incur a 100% tax on the gross income attributable to the greater of the amounts by which we fail the 75% and 95% gross income tests, multiplied by a fraction intended to reflect our profitability and we would file a schedule with descriptions of each item of gross income that caused the failure.

Resolution of Related Party Tenant Issue. In the fourth quarter of 2006, we determined that, due to certain provisions of the Series B preferred stock issued to us by Advocat, Inc. ("Advocat") in 2000 in connection with a restructuring, Advocat may have been considered to be a "related party tenant" under the rules applicable to REITs. As a result, we (1) took steps in 2006 to restructure our relationship with Advocat and ownership of Advocat securities in order to avoid having the rent received from Advocat classified as received from a "related party tenant" in taxable years after 2006, and (2) submitted a request to the IRS on December 15, 2006, that in the event that rental income received by us from Advocat would not be qualifying income for purposes of the REIT gross income tests, such failure during taxable years prior to 2007 was due to reasonable cause. During 2007, we entered into a closing agreement with the IRS covering all affected taxable periods prior to 2007, which stated that our failure to meet the 95% gross income tests as a result of the Advocat rental income being considered to be received from a "related party tenant" was due to reasonable cause. In connection with reaching this agreement with the IRS, we paid to the IRS penalty income taxes and interest totaling approximately $5.6 million for the tax years 2002 through 2006. We had previously accrued $5.6 million of income tax liabilities as of December 31, 2006. Based on our execution of the closing agreement with the IRS and the restructuring of our relationship with Advocat, we believe that we have fully resolved all tax issues relating to rental income received from Advocat prior to 2007 and have been advised by tax counsel that we will not receive any non-qualifying related party tenant income from Advocat in 2007 and future fiscal years. Accordingly, we do not expect to incur tax expense associated with related party tenant income in the periods commencing January 1, 2007.

Asset Tests. At the close of each quarter of our taxable year, we must also satisfy the following tests relating to the nature of our assets. First, at least 75% of the value of our total assets must be represented by real estate assets (including (i) our allocable share of real estate assets held by partnerships in which we own an interest and (ii) stock or debt instruments held for less than one year purchased with the proceeds of a stock offering or long-term (at least five years) debt offering of our company), cash, cash items and government securities. Second, of our investments not included in the 75% asset class, the value of our interest in any one issuer's securities may not exceed 5% of the value of our total assets. Third, we may not own more than 10% of the voting power or value of any one issuer's outstanding securities. Fourth, no more than 20% (25% in 2009) of the value of our total assets may consist of the securities of one or more TRSs. Fifth, no more than 25% of the value of our total assets may consist of the securities of TRSs and other non-TRS taxable subsidiaries and other assets that are not qualifying assets for purposes of the 75% asset test.

For purposes of the second and third asset tests described below the term "securities" does not include our equity or debt securities of a qualified REIT subsidiary, a TRS, or an equity interest in any partnership, since we are deemed to own our proportionate share of each asset of any partnership of which we are a partner. Furthermore, for purposes of determining whether we own more than 10% of the value of only one issuer's outstanding securities, the term "securities" does not include: (i) any loan to an individual or an estate; (ii) any Code Section 467 rental agreement; (iii) any obligation to pay rents from real property; (iv) certain government issued securities; (v) any security issued by another REIT; and (vi) our debt securities in any partnership, not otherwise excepted under (i) through (v) above, (A) to the extent of our interest as a partner in the partnership or (B) if 75% of the partnership's gross income is derived from sources described in the 75% income test set forth above.

We may own up to 100% of the stock of one or more TRSs. However, overall, no more than 20% (25% in 2009) of the value of our assets may consist of securities of one or more TRSs, and no more than 25% of the value of our assets may consist of the securities of TRSs and other non-TRS taxable subsidiaries (including stock in non-REIT C corporations) and other assets that are not qualifying assets for purposes of the 75% asset test. If the outstanding principal balance of a mortgage loan exceeds the fair market value of the real property securing the loan, a portion of such loan likely will not be a qualifying real estate asset for purposes of the 75% test. The nonqualifying portion of that mortgage loan will be equal to the portion of the loan amount that exceeds the value of the associated real property.

After initially meeting the asset tests at the close of any quarter, we will not lose our status as a REIT for failure to satisfy any of the asset tests at the end of a later quarter solely by reason of changes in asset values. If the failure to satisfy the asset tests results from an acquisition of securities or other property during a quarter, the failure can be cured by disposition of sufficient nonqualifying assets within 30 days after the close of that quarter.

For our tax years beginning after 2004, subject to certain *de minimis* exceptions, we may avoid REIT disqualification in the event of certain failures under the asset tests, provided that (i) we file a schedule with a description of each asset that caused the failure, (ii) the failure was due to reasonable cause and not willful neglect, (iii) we dispose of the assets within 6 months after the last day of the quarter in which the identification of the failure occurred (or the requirements of the rules are otherwise met within such period), and (iv) we pay a tax on the failure equal to the greater of (A) $50,000 per failure, and (B) the product of the net income generated by the assets that caused the failure for the period beginning on the date of the failure and ending on the date we dispose of the asset (or otherwise satisfy the requirements) multiplied by the highest applicable corporate tax rate.

Annual Distribution Requirements. To qualify as a REIT, we are required to distribute dividends (other than capital gain dividends) to our stockholders in an amount at least equal to (A) the sum of (i) 90% of our "REIT taxable income" (computed without regard to the dividends paid deduction and our net capital gain) and (ii) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of noncash income. Such distributions must be paid in the taxable year to which they relate, or in the following taxable year if declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after such declaration. In addition, such distributions are required to be made pro rata, with no preference to any share of stock as compared with other shares of the same class, and with no preference to one class of stock as compared with another class except to the extent that such class is entitled to such a preference. To the extent that we do not distribute all of our net capital gain, or distribute at least 90%, but less than 100% of our "REIT taxable income," as adjusted, we will be subject to tax thereon at regular ordinary and capital gain corporate tax rates.

Furthermore, if we fail to distribute during a calendar year, or by the end of January following the calendar year in the case of distributions with declaration and record dates falling in the last three months of the calendar year, at least the sum of:

- 85% of our REIT ordinary income for such year;
- 95% of our REIT capital gain income for such year; and
- any undistributed taxable income from prior periods,

we will incur a 4% nondeductible excise tax on the excess of such required distribution over the amounts we actually distribute. We may elect to retain and pay income tax on the net long-term capital gain we receive in a taxable year. If we so elect, we will be treated as having distributed any such retained amount for purposes of the 4% excise tax described above. We have made, and we intend to continue to make, timely distributions sufficient to satisfy the annual distribution requirements. We may also be entitled to pay and deduct deficiency dividends in later years as a relief measure to correct errors in determining our taxable income. Although we may be able to avoid income tax on amounts distributed as deficiency dividends, we will be required to pay interest to the IRS based upon the amount of any deduction we take for deficiency dividends.

The availability to us of, among other things, depreciation deductions with respect to our owned facilities depends upon the treatment by us as the owner of such facilities for federal income tax purposes, and the classification of the leases with respect to such facilities as "true leases" rather than financing arrangements for federal income tax purposes. The questions of whether (1) we are the owner of such facilities and (ii) the leases are true leases for federal tax purposes, are essentially factual matters. We believe that we will be treated as the owner of each of the facilities that we lease, and such leases will be treated as true leases for federal income tax purposes. However, no assurances can be given that the IRS will not successfully challenge our status as the owner of our facilities subject to leases, and the status of such leases as true leases, asserting that the purchase of the facilities by us and the leasing of such facilities merely constitute steps in secured financing transactions in which the lessees are owners of the facilities and we are merely a secured creditor. In such event, we would not be entitled to claim depreciation deductions with respect to any of the affected facilities. As a result, we might fail to meet the 90% distribution requirement or, if such requirement is met, we might be subject to corporate income tax or the 4% excise tax.

Reasonable Cause Savings Clause. We may avoid disqualification in the event of a failure to meet certain requirements for REIT qualification if the failures are due to reasonable cause and not willful neglect, and if the REIT pays a penalty of $50,000 for each such failure. This reasonable cause safe harbor is not available for failures to meet the 95% and 75% gross income tests, the rules with respect to ownership of securities of more than 10% of a single issuer, and the new rules provided for failures of the asset tests.

Failure to Qualify. If we fail to qualify as a REIT in any taxable year, and the reasonable cause relief provisions do not apply, we will be subject to tax (including any applicable alternative minimum tax) on our taxable income at regular corporate rates. Distributions to stockholders in any year in which we fail to qualify will not be deductible and our failure to qualify as a REIT would reduce the cash available for distribution by us to our stockholders. In addition, if we fail to qualify as a REIT, all distributions to stockholders will be taxable as ordinary income, to the extent of current and accumulated earnings and profits, and, subject to certain limitations of the Code, corporate distributees may be eligible for the dividends received deduction. Unless entitled to relief under specific statutory provisions, we would also be disqualified from taxation as a REIT for the four taxable years following the year during which qualification was lost. It is not possible to state whether in all circumstances we would be entitled to such statutory relief. Failure to qualify could result in our incurring indebtedness or liquidating investments to pay the resulting taxes.

Other Tax Matters. We own and operate a number of properties through qualified REIT subsidiaries, ("QRSs"). The QRSs are treated as qualified REIT subsidiaries under the Code. Code Section 856(i) provides that a corporation which is a qualified REIT subsidiary shall not be treated as a separate corporation, and all assets, liabilities, and items of income, deduction, and credit of a qualified REIT subsidiary shall be treated as assets, liabilities and such items (as the case may be) of the REIT. Thus, in applying the tests for REIT qualification described above, the QRSs will be ignored, and all assets, liabilities and items of income, deduction, and credit of such QRSs will be treated as our assets, liabilities and items of income, deduction, and credit.

In the case of a REIT that is a partner in a partnership, the REIT is treated as owning its proportionate share of the assets of the partnership and as earning its allocable share of the gross income of the partnership for purposes of the applicable REIT qualification tests. Thus, our proportionate share of the assets, liabilities, and items of income of any partnership, joint venture, or limited liability company that is treated as a partnership for federal income tax purposes in which we own an interest, directly

Recent Developments Regarding Government Regulation and Reimbursement

All of our properties are used as healthcare facilities, and as a result, we are directly affected by the risk associated with government regulation and reimbursement. Our operators, as well as any facilities that may be owned and operated for our own account from time to time, derive a substantial portion of their net operating revenues from third-party payors, including the Medicare and Medicaid programs. In addition, our operators are subject to extensive federal, state and local regulation including, but not limited to, laws and regulations relating to licensure, operations, facilities, professional staff and insurance. These laws and regulations are subject to frequent and substantial change, which may be applied retroactively. Changes in government laws and regulations, interpretations, increased regulatory enforcement activity and regulatory noncompliance by an operator can significantly affect the operator's ability to operate its facility or facilities and could adversely affect such operator's ability to meet its contractual and financial obligations to us.

Reimbursement. The recent downturn in the U.S. economy and other factors could result in significant cost-cutting at both the federal and state levels, resulting in a reduction of reimbursement rates and levels to our operators under both the Medicare and Medicaid programs. We currently believe that our operator coverage ratios are strong and that our operators can absorb moderate reimbursement rate reductions under Medicaid and Medicare and still meet their obligations to us. However, significant limits on the scope of services reimbursed and on reimbursement rates and fees could have a material adverse effect on an operator's results of operations and financial condition, which could adversely affect the operator's ability to meet its obligations to us.

Medicaid. Each state has its own Medicaid program that is funded jointly by the state and the U.S. federal government. Federal law governs how each state manages its Medicaid program, but there is wide latitude for states to customize Medicaid programs to fit the needs and resources of their citizens. Currently, Medicaid is the single largest source of financing for long-term care in the United States.

Current market and economic conditions will likely have a significant impact on state budgets and health care spending. The states with the most significant projected budget deficits in which the Company owns facilities are Alabama, Arizona, California, Florida, New Hampshire and Rhode Island. These deficits, exacerbated by the potential for increased enrollment in Medicaid due to rising unemployment levels and declining family incomes, could cause states to reduce state expenditures under their respective state Medicaid programs by lowering reimbursement rates. Since the profit margins on Medicaid patients are generally relatively low, substantial reductions in Medicaid reimbursement could adversely affect our operators' results of operations and financial condition, which in turn could negatively impact us.

In 2007 and early 2008, the Center for Medicare & Medicaid Services ("CMS") issued a number of Medicaid rules that could reduce funding available under state Medicaid programs to reimburse long-term care providers. On June 30, 2008 the Supplemental Appropriations Act of 2008 (H.R. 2642) was signed into law, delaying the implementation of a number of these rules until April 1, 2009. The Medicaid rules that were delayed until April 1, 2009 by the legislation address the following issues: intergovernmental transfers; coverage of rehabilitation services for people with disabilities; outreach and enrollment funded by Medicaid in schools; specialized transportation to schools for children covered by Medicaid; graduate medical education payments; targeted case management services and some provisions relating to state provider tax limits. If some or all of these delayed regulations go into effect in the future, the additional financial burden placed on states could result in the operators of our properties experiencing significant reductions in Medicaid reimbursement levels.

However, the Supplemental Appropriations Act of 2008 did not delay other recent Medicaid rules that could negatively impact Medicaid reimbursement levels for long-term care providers. Congress permitted certain Medicaid rules to become effective, such as rules relating to outpatient hospital services, appeals filed through the Department of Health and Human Services and some provisions relating to state provider tax limits. For example, on April 22, 2008, a federal Medicaid rule that reduced the maximum allowable health care-related taxes that states can impose on providers from 6 percent to 5.5 percent became effective. This rule could result in lower taxes for providers, but could also result in less overall funding for state Medicaid programs by limiting the ability of states to fund the non-federal share of the Medicaid program. As a result, the operators of our properties could potentially experience reductions in Medicaid funding, which could adversely impact their ability to meet their obligations to us.

Medicare. Medicare is a social insurance program administered by the U.S. federal government, providing health insurance to people who are aged 65 and over, or who meet special criteria. Similar to the Medicaid program, the Medicare program may be subject to future reform and cost-cutting measures in response to the recent downturn in U.S. economic and market conditions.

On August 8, 2008, CMS published a final rule on Medicare's prospective payment system for skilled nursing facilities for fiscal year 2009, which CMS estimates will increase aggregate Medicare payments to skilled nursing facilities during fiscal year 2009 by $780 million. CMS notes that the increase in payments is due to an increase in the market basket adjustment factor of 3.4 percent.

The Medicare Improvements for Patients and Providers Act of 2008 ("MIPPA") became law on July 15, 2008 and made a variety of changes to Medicare, some of which may affect skilled nursing facilities. For instance, MIPPA extended the therapy caps exceptions process through December 31, 2009. The therapy caps limit the physical therapy, speech-language therapy and occupational therapy services that a Medicare beneficiary can receive during a calendar year. These caps do not apply to therapy services covered under Medicare Part A in a skilled nursing facility, although the caps apply in most other instances involving patients in skilled nursing facilities or long-term care facilities who receive therapy services covered under Medicare Part B. Congress implemented a temporary therapy cap exceptions process, which permits medically necessary therapy services to exceed the payment limits. MIPPA retroactively extended the therapy caps exceptions process through December 31, 2009. Expiration of the therapy caps exceptions process in the future could have a material adverse effect on our operators' financial condition and operations, which could adversely impact their ability to meet their obligations to us.

In general, we cannot be assured that Medicare and Medicaid reimbursement will remain at levels comparable to present levels or that such reimbursement will be sufficient for our operators to cover all operating and fixed costs necessary to care for Medicare and Medicaid patients.

Quality of Care Initiatives. CMS has implemented a number of initiatives focused on the quality of care provided by nursing homes that could affect our operators. For instance, in February 2008, CMS made publicly available on its website the names of all 136 nursing homes targeted in its Special Focus Facility program for underperforming nursing homes. CMS plans to update the list regularly. As another example, in December 2008, CMS released quality ratings for all of the nursing homes that participate in Medicare or Medicaid. Facility rankings, ranging from five stars ("much above average") to one star ("much below average") will be updated on a monthly basis. In the event any of our operators do not maintain the same or superior levels of quality care as their competitors, patients could choose alternate facilities, which could adversely impact our operators' revenues. In addition, the reporting of such information could lead to future reimbursement policies that reward or penalize facilities on the basis of the reported quality of care parameters.

The Office of Inspector General ("OIG") of the Department of Health and Human Services also has carried out a number of projects focused on the quality of care provided by nursing homes. For example, in September 2008, the OIG released a report based on an analysis of data from CMS' Online Survey and Certification Reporting System ("OSCAR"), which contains the results of all state nursing home surveys. The report notes that over 91 percent of nursing homes surveyed were cited for deficiencies and complaints between 2005 and 2007. The most common deficiencies cited involved quality of care, resident assessments and quality of life. A greater percentage of for-profit nursing homes were cited than not-for-profit and government nursing homes. In addition, the OIG's Work Plan for fiscal year 2009, which describes projects that the OIG plans to address during the fiscal year, includes a number of projects related to nursing homes.

Fraud and Abuse Laws and Regulations. There are various complex federal and state laws governing a wide array of referrals, relationships and arrangements and prohibiting fraud by healthcare providers. Federal and state agencies are devoting increasing attention and resources to anti-fraud initiatives against healthcare providers, including long-term care providers. There are also criminal provisions that prohibit filing false claims or making false statements to receive payment or certification under Medicare and Medicaid, or failing to refund overpayments or improper payments. In addition, the federal False Claims Act allows a private individual with knowledge of fraud to bring a claim on behalf of the federal government and earn a percentage of the federal government's recovery. Because of these incentives, these so-called ''whistleblower'' suits have become more frequent.

The violation of any fraud and abuse law or regulation by an operator could result in the imposition of fines or other penalties that could jeopardize that operator's ability to make lease or mortgage payments to us or to continue operating its facility.

Licensing, Certification and Other Laws and Regulations. Our operators and facilities are subject to the regulatory and licensing requirements of federal, state and local authorities and are periodically audited to confirm compliance. Failure to obtain licensure or loss or suspension of licensure would prevent a facility from operating or result in a suspension of reimbursement payments until all licensure issues are resolved and the necessary licenses obtained or reinstated. For example, some of our facilities may be unable to satisfy current and future state certificate of need requirements and may for this reason be unable to continue operating in the future. In such event, our revenues from those facilities could be reduced or eliminated for an extended period of time or permanently.

Additional federal, state and local laws affect how our operators conduct their operations, including federal and state laws designed to protect the confidentiality and security of patient health information, laws protecting consumers against deceptive practices, and laws generally affecting our operators' management of property and equipment and how our operators conduct their operations (including laws and regulations involving: fire, health and safety; quality of services, care and food service; residents' rights, including abuse and neglect laws; and the health standards set by the federal Occupational Safety and Health Administration). We are unable to predict the effect that potential changes in these requirements could have on the revenues of our operators, and thus their ability to meet their obligations to us.

Legislative and Regulatory Developments. Each year, legislative proposals are introduced or proposed in Congress and in some state legislatures that would result in major changes in the healthcare system, either nationally or at the state level. We are unable to predict accurately whether any proposals will be adopted, or if adopted, what effect, if any, these proposals would have on our operators or our business.

Executive Officers of Our Company

As of February 1, 2009, the executive officers of our company were as follows:

C. Taylor Pickett (47) is the Chief Executive Officer and has served in this capacity since June 2001. Mr. Pickett is also a Director and has served in this capacity since May 30, 2002. Mr. Pickett's term as a Director expires in 2011. Prior to joining our company, Mr. Pickett served as the Executive Vice President and Chief Financial Officer from January 1998 to June 2001 of Integrated Health Services, Inc., a public company specializing in post-acute healthcare services. He also served as Executive Vice President of Mergers and Acquisitions from May 1997 to December 1997 of Integrated Health Services, Inc. Prior to his roles as Chief Financial Officer and Executive Vice President of Mergers and Acquisitions, Mr. Pickett served as the President of Symphony Health Services, Inc. from January 1996 to May 1997.

Daniel J. Booth (45) is the Chief Operating Officer and has served in this capacity since October 2001. Prior to joining our company, Mr. Booth served as a member of Integrated Health Services' management team since 1993, most recently serving as Senior Vice President, Finance. Prior to joining Integrated Health Services, Mr. Booth was Vice President in the Healthcare Lending Division of Maryland National Bank (now Bank of America).

R. Lee Crabill, Jr. (55) is the Senior Vice President of Operations of our company and has served in this capacity since July 2001. Mr. Crabill served as a Senior Vice President of Operations at Mariner Post-Acute Network, Inc. from 1997 through 2000. Prior to that, he served as an Executive Vice President of Operations at Beverly Enterprises.

Robert O. Stephenson (45) is the Chief Financial Officer and has served in this capacity since August 2001. Prior to joining our company, Mr. Stephenson served from 1996 to July 2001 as the Senior Vice President and Treasurer of Integrated Health Services, Inc. Prior to Integrated Health Services, Mr. Stephenson held various positions at CSX Intermodal, Inc., Martin Marietta Corporation and Electronic Data Systems.

Michael D. Ritz (40) is the Chief Accounting Officer and has served in this capacity since February 2007. Prior to joining our company, Mr. Ritz served as the Vice President, Accounting & Assistant Corporate Controller from April 2005 until February 2007 and the Director, Financial Reporting from August 2002 until April 2005 for Newell Rubbermaid Inc. Prior to his time with Newell Rubbermaid Inc., Mr. Ritz served as the Director of Accounting and Controller of Novavax Inc. from July 2001 through August 2002.

As of December 31, 2008, we had 19 full-time employees, including the five executive officers listed above.

Item 1A - Risk Factors

Following are some of the risks and uncertainties that could cause the Company's financial condition, results of operation, business and prospects to differ materially from those contemplated by the forward-looking statements contained in this report or the Company's other filings with the SEC. These risks should be read in conjunction with the other risks described in this report including but not limited to those described under "Taxation" and "Healthcare Reimbursement and Regulation" under Item 1 above. The risks described below are not the only risks facing the Company and there may be additional risks of which the Company is not presently aware or that the Company currently considers unlikely to significantly impact the Company. Our business, financial condition, results of operations or liquidity could be materially adversely affected by any of these risks, and, as a result, the trading price of our common stock could decline.

We have grouped the following risk factors into three general categories:

- Risks Related to the Operators of our Facility
- Risks Related to Us and Our Operators
- Risks Related to Our Stock

Risks Related to the Operators of Our Facilities

Our financial position could be weakened and our ability to fulfill our obligations under our indebtedness could be limited if any of our major operators become unable to meet their obligations to us or fail to renew or extend their relationship with us as their lease terms expire or their mortgages mature, or if we become unable to lease or re-lease our facilities or make mortgage loans on economically favorable terms. These adverse developments could arise due to a number of factors, including those listed below.

The bankruptcy or insolvency of our operators could limit or delay our ability to recover on our investments.

We are exposed to the risk that our operators may experience a financial downturn, which could result in their bankruptcy or insolvency. Further, the current economic climate that exists in the United States serves to heighten and increase this risk. Although our lease agreements and loan agreements typically provide us with the right to terminate the agreement, evict an operator, foreclose on our collateral, demand immediate payment, and exercise other remedies, title 11 of the United States Code, as amended and supplemented (the "Bankruptcy Code"), would limit or, at a minimum, delay our ability to collect unpaid pre-bankruptcy rents and mortgage payments and to pursue other remedies against a bankrupt operator.

Leases. A bankruptcy filing by an operator/lessee generally halts all efforts to collect unpaid pre-bankruptcy rents or to evict the operator, absent approval of the bankruptcy court. The Bankruptcy Code provides a lessee with the option to assume or reject an unexpired lease within certain specified periods of time. Generally, an operator must pay all rent arising between its bankruptcy filing and the assumption or rejection of the lease (although such payments will likely be delayed as a result of the bankruptcy filing). If the operator chooses to assume its lease with us, the operator must cure all monetary defaults existing under the lease (including payment of unpaid pre-bankruptcy rents) and provide adequate assurance of its ability to perform its future obligations under the lease. If the operator opts to reject its lease with us, we would have a claim against the operator for unpaid and future rents payable under the lease, but such claim would be subject to a statutory "cap" and would generally result in a recovery substantially less than the face value of such claim. Although the operator's rejection of the lease would permit us to recover possession of the leased facility, we would still face losses, costs and delays associated with re-leasing the facility to a new operator.

Several other factors could impact our rights under leases with bankrupt operators. First, the operator could seek to assign its lease with us to a third party. The Bankruptcy Code generally disregards anti-assignment provisions in leases to permit assignment of unexpired leases to third parties (provided all monetary defaults under the lease are cured and the third party can demonstrate its ability to perform its obligations under the lease). Second, in instances in which we have entered into a master lease agreement with an operator that operates more than one facility, there exists the risk that the bankruptcy court could determine that the master lease was comprised of separate, divisible leases (each of which could be separately assumed or rejected), rather than a single, integrated lease (which would have to be assumed or rejected in its entirety). Finally, there exists the risk that the bankruptcy court could re-characterize our lease agreement as a disguised financing arrangement, which could require us to receive bankruptcy court approval to foreclose or pursue other remedies with respect to the facility.

Mortgages. A bankruptcy filing by an operator/mortgagor also generally halts all efforts to collect unpaid pre-bankruptcy mortgage payments and to foreclose on our collateral, absent approval of the bankruptcy court. As an initial matter, we could ask the bankruptcy court to order the operator to make periodic payments or provide other financial assurances to us during the bankruptcy case (known as "adequate protection"), but the ultimate decision regarding "adequate protection" (and the timing and amount of same) rests with the bankruptcy court. In addition, we would have to receive bankruptcy court approval before we could commence or continue any foreclosure action against the operator's facility. The bankruptcy court could withhold such approval, especially if the operator can demonstrate that the facility is necessary for an effective reorganization and that we have a sufficient "equity cushion" in the facility. If the bankruptcy court does not either grant us "adequate protection" or permit us to foreclose on our collateral, we may not receive any loan payments until after the bankruptcy court confirms a plan of reorganization for the operator. Even if the bankruptcy court permits us to foreclose on the facility, we would still be subject to the losses, costs and other risks associated with a foreclosure sale, including possible successor liability under government programs, indemnification obligations and suspension or delay of third-party payments. Should such events occur, our income and cash flow from operations would be adversely affected.

Failure by our operators to comply with various local, state and federal government regulations may adversely impact their ability to make debt or lease payments to us.

Our operators are subject to numerous federal, state and local laws and regulations that are subject to frequent and substantial changes (sometimes applied retroactively) resulting from legislation, adoption of rules and regulations, and administrative and judicial interpretations of existing law. The ultimate timing or effect of these changes cannot be predicted. These changes may have a dramatic effect on our operators' costs of doing business and on the amount of reimbursement by both government and other third-party payors. The failure of any of our operators to comply with these laws, requirements and regulations could adversely affect their ability to meet their obligations to us. In particular:

- *Medicare and Medicaid.* A significant portion of our SNF and nursing home operators' revenue is derived from governmentally-funded reimbursement programs, primarily Medicare and Medicaid. Failure to maintain certification and accreditation in these programs would result in a loss of funding from such programs. See the risk factor entitled "*Our operators depend on reimbursement from governmental and other third party payors and reimbursement rates from such payors may be reduced*" for further discussion.

- *Licensing and Certification.* Our operators and facilities are subject to regulatory and licensing requirements of federal, state and local authorities and are periodically audited by these authorities. Failure to obtain licensure or loss or suspension of licensure would prevent a facility from operating or result in a suspension of reimbursement payments until all licensure issues have been resolved and the necessary licenses obtained or reinstated. For example, some of our facilities may be unable to satisfy current and future state certificate of need requirements and may for this reason be unable to continue operating in the future. In such event, our revenues from those facilities could be reduced or eliminated for an extended period of time or permanently. In addition, licensing and Medicare and Medicaid laws also require operators of nursing homes and assisted living facilities to comply with extensive standards governing operations. Federal and state agencies administering those laws regularly inspect such facilities and investigate complaints. Our operators and their managers receive notices of potential sanctions and remedies from time to time, and such sanctions have been imposed from time to time on facilities operated by them. If they are unable to cure deficiencies, which have been identified or which are identified in the future, such sanctions may be imposed and if imposed may adversely affect our operators' revenues, potentially jeopardizing their ability to meet their obligations to us.

- *Fraud and Abuse Laws and Regulations.* There are various extremely complex and largely uninterpreted federal and state laws governing a wide array of referrals, relationships and arrangements and prohibiting fraud by healthcare providers. Governments are devoting increasing attention and resources to anti-fraud initiatives against healthcare providers. There are also criminal provisions that prohibit filing false claims or making false statements to receive payment or certification under Medicare and Medicaid, or failing to refund overpayments or improper payments. In addition, the federal False Claims Act allows a private individual with knowledge of fraud to bring a claim on behalf of the federal government and earn a percentage of the federal government's recovery. Because of these incentives, these so-called ''whistleblower'' suits have become more frequent. The violation of any of these laws or regulations by an operator may result in the imposition of fines or other penalties that could jeopardize that operator's ability to make lease or mortgage payments to us or to continue operating its facility.

- *Other Laws.* Other federal, state and local laws and regulations that impact how our operators conduct their operations include (i) laws designed to protect the confidentiality and security of patient health information, (ii) licensure laws, (iii) laws protecting consumers against deceptive practices, (iv) laws generally affecting our operators' management of property and equipment and how our operators generally conduct their operations, such as fire, health and safety laws; (v) laws affecting assisted living facilities mandating quality of services and care, and quality of food service , and (vi) resident rights (including abuse and neglect laws) and health standards set by the federal Occupational Safety and Health Administration. We cannot predict the effect that additional costs to comply with these laws may have on the revenues of our operators, and thus their ability to meet their obligations to us.

- *Legislative and Regulatory Developments.* Each year, legislative and regulatory proposals are introduced at the federal and state levels that would affect major changes in the healthcare system. We cannot accurately predict whether any proposals will be adopted or, if adopted, what effect, if any, these proposals would have on operators and, thus, our business.

Our operators depend on reimbursement from governmental and other third-party payors and reimbursement rates from such payors may be reduced.

Changes in the reimbursement rate or methods of payment from third-party payors, including the Medicare and Medicaid programs, or the implementation of other measures to reduce reimbursements for services provided by our operators has in the past, and could in the future, result in a substantial reduction in our operators' revenues and operating margins. Additionally, net revenue realizable under third-party payor agreements can change after examination and retroactive adjustment by payors during the claims settlement processes or as a result of post-payment audits. Payors may disallow requests for reimbursement based on determinations that certain costs are not reimbursable or reasonable or because additional documentation is necessary or because certain services were not covered or were not medically necessary. There also continue to be new legislative and regulatory proposals that could impose further limitations on government and private payments to healthcare providers. In some cases, states have enacted or are considering enacting measures designed to reduce their Medicaid expenditures and to make changes to private healthcare insurance. We cannot assure you that adequate reimbursement levels will continue to be available for the services provided by our operators, which are currently being reimbursed by Medicare, Medicaid or private third-party payors. We currently believe that our operator coverage ratios are strong and that our operators can absorb moderate reimbursement rate reductions and still meet their financial obligations to us. However, significant limits on the scope of services reimbursed and on reimbursement rates could have a material adverse effect on our operators' liquidity, financial condition and results of operations, which could cause the revenues of our operators to decline and jeopardize their ability to meet their obligations to us.

Government budget deficits could lead to a reduction in Medicare and Medicaid reimbursement.

The downturn in the U.S. economy has negatively affected state budgets, which may put pressure on states to decrease reimbursement rates for our operators with the goal of decreasing state expenditures under their state Medicaid programs. The need to control Medicaid expenditures may be exacerbated by the potential for increased enrollment in Medicaid due to unemployment and declines in family incomes. These potential reductions could be compounded by the potential for federal cost-cutting efforts that could lead to reductions in reimbursement to our operators under both the Medicare and Medicaid programs. Potential reductions in Medicaid and Medicare reimbursement to our operators could reduce the cash flow of our operators and their ability to make rent or mortgage payments to us. Since the profit margins on Medicaid patients are generally relatively low, more than modest reductions in Medicaid reimbursement could place some operators in financial distress, which in turn could adversely affect us.

A prolonged economic slowdown could significantly harm our operators.

A prolonged economic slowdown could result in depressed revenues and results from operations of our operators. Any sustained period of increased payment delinquencies, foreclosures or losses by our operators under our leases and loans could adversely affect our net interest income from investments in our portfolio.

Our operators may be subject to significant legal actions that could result in their increased operating costs and substantial uninsured liabilities, which may affect their ability to meet their obligations to us.

As is typical in the healthcare industry, our operators are often subject to claims that their services have resulted in resident injury or other adverse effects. We can give no assurance that the insurance coverage maintained by our operators will cover all claims made against them or continue to be available at a reasonable cost, if at all. In some states, insurance coverage for the risk of punitive damages arising from professional liability and general liability claims and/or litigation may not, in certain cases, be available to operators due to state law prohibitions or limitations of availability. As a result, our operators operating in these states may be liable for punitive damage awards that are either not covered or are in excess of their insurance policy limits. TC Healthcare, the new entity operating certain facilities on our behalf on an interim basis, may be named as a defendant in professional liability claims related to the properties that were transitioned from Haven Eldercare, LLC ("Haven facilities") as described in Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations – Portfolio Developments, New Investments, Asset Sales and Other Developments. In these suits, patients could allege significant damages, including punitive damages. Such potential litigation and rising insurance costs could not only affect TC Healthcare's ability to obtain and maintain adequate liability and other insurance, but also may affect TC Healthcare's ability to run the business profitably. We currently consolidate the financial results of TC Healthcare in our financial statements, and as such, our financial results could suffer. Effective as of July 7, 2008, we took ownership and/or possession of the Haven facilities and TC Healthcare, an entity in which we have a substantial economic interest, subsequently began operating these facilities on our behalf through an independent contractor.

We also believe that there has been, and will continue to be, an increase in governmental investigations of long-term care providers, particularly in the area of Medicare/Medicaid false claims, as well as an increase in enforcement actions resulting from these investigations. Insurance is not available to cover such losses. Any adverse determination in a legal proceeding or governmental investigation, whether currently asserted or arising in the future, could have a material adverse effect on an operator's financial condition. If an operator is unable to obtain or maintain insurance coverage, if judgments are obtained in excess of the insurance coverage, if an operator is required to pay uninsured punitive damages, or if an operator is subject to an uninsurable government enforcement action, the operator could be exposed to substantial additional liabilities. Such liabilities could adversely affect the operator's ability to meet its obligations to us.

In addition, we may in some circumstances be named as a defendant in litigation involving the actions of our operators. Although we generally have no involvement in the actions of our operators and our standard lease agreements and loan agreements generally require our operators to indemnify and carry insurance to cover us in certain cases, a significant judgment against us in such litigation could exceed our and our operators' insurance coverage, which would require us to make payments to cover the judgment.

Increased competition as well as increased operating costs have resulted in lower revenues for some of our operators and may affect the ability of our operators to meet their payment obligations to us.

The healthcare industry is highly competitive and we expect that it may become more competitive in the future. Our operators are competing with numerous other companies providing similar healthcare services or alternatives such as home health agencies, life care at home, community-based service programs, retirement communities and convalescent centers. Our operators compete on a number of different levels including the quality of care provided, reputation, the physical appearance of a facility, price, the range of services offered, family preference, alternatives for healthcare delivery, the supply of competing properties, physicians, staff, referral sources, location and the size and demographics of the population in the surrounding areas. We cannot be certain that the operators of all of our facilities will be able to achieve occupancy and rate levels that will enable them to meet all of their obligations to us. Our operators may encounter increased competition in the future that could limit their ability to attract residents or expand their businesses and therefore affect their ability to pay their lease or mortgage payments.

The market for qualified nurses, healthcare professionals and other key personnel is highly competitive and our operators may experience difficulties in attracting and retaining qualified personnel. Increases in labor costs due to higher wages and greater benefits required to attract and retain qualified healthcare personnel incurred by our operators could affect their ability to pay their lease or mortgage payments. This situation could be particularly acute in certain states that have enacted legislation establishing minimum staffing requirements.

We may be unable to successfully foreclose on the collateral securing our real estate-related loans, and even if we are successful in our foreclosure efforts, we may be unable to successfully operate or occupy the underlying real estate, which may adversely affect our ability to recover our investments.

If an operator defaults under one of our loans, we may have to foreclose on the loan or protect our interest by acquiring title to the property and thereafter making substantial improvements or repairs to maximize the facility's investment potential. Operators may contest enforcement of foreclosure or other remedies, seek bankruptcy protection against our exercise of enforcement or other remedies and/or bring claims for lender liability in response to actions to enforce mortgage obligations. Even if we are able to successfully foreclose on the collateral securing our real estate-related loans, we may inherit properties for which we are unable to expeditiously seek tenants or operators, if at all, which would adversely affect our ability to recover our investment.

Risks Related to Us and Our Operations

We rely on external sources of capital to fund future capital needs, and if we encounter difficulty in obtaining such capital, we may not be able to make future investments necessary to grow our business or meet maturing commitments.

To qualify as a REIT under the Code, we are required, among other things, to distribute at least 90% of our REIT taxable income each year to our stockholders. Because of this distribution requirement, we may not be able to fund, from cash retained from operations, all future capital needs, including capital needed to make investments and to satisfy or refinance maturing commitments. As a result, we rely on external sources of capital, including debt and equity financing. If we are unable to obtain needed capital at all or only on unfavorable terms from these sources, we might not be able to make the investments needed to grow our business, or to meet our obligations and commitments as they mature, which could negatively affect the ratings of our debt and even, in extreme circumstances, affect our ability to continue operations. Our access to capital depends upon a number of factors over which we have little or no control, including the performance of the national and global economies generally; competition in the healthcare industry; issues facing the healthcare industry, including regulations and government reimbursement policies; our operators' operating costs; the ratings of our debt and preferred securities; the market's perception of our growth potential; the market value of our properties; our current and potential future earnings and cash distributions; and the market price of the shares of our capital stock. Difficult capital market conditions in our industry during the past several years, exacerbated by the recent economic downturn, and our need to stabilize our portfolio have limited and may continue to limit our access to capital. While we currently have sufficient cash flow from operations to fund our obligations and commitments, we may not be in position to take advantage of future investment opportunities in the event that we are unable to access the capital markets on a timely basis or we are only able to obtain financing on unfavorable terms.

Current economic conditions and turbulence in the credit markets may create challenges in securing third-party borrowings or refinancing our existing debt, and may cause market rental rates and property values to decline.

Current economic conditions, the availability and cost of credit, turmoil in the mortgage market and declining real estate markets have contributed to increased volatility and diminished expectations for real estate markets and the economy as a whole going forward. Many economists are predicting continued deterioration in economic conditions in the United States, along with significant increases in unemployment and vacancy rates at commercial properties. In the event that the constriction within the credit markets persists, we may face challenges in securing third-party borrowings or refinancing our existing debt in the future. In particular, our $255.0 million revolving secured credit facility, as amended ("Credit Facility"), will expire in March 2010, and continued disruption in the credit markets could adversely affect our ability to renew or refinance on terms favorable to us, or at all.

Additionally, should such economic conditions continue for a prolonged period of time, the value of our commercial real estate assets and our ability to achieve market rental rates would decline significantly. In the near-term, we believe that we are well positioned to withstand this downturn; however, no assurances can be given that current economic conditions and the effects of the credit crisis will not have a material adverse effect on our business, financial condition and results of operations.

Our ability to raise capital through equity sales is dependent, in part, on the market price of our common stock, and our failure to meet market expectations with respect to our business could negatively impact the market price of our common stock and availability of equity capital.

As with other publicly-traded companies, the availability of equity capital will depend, in part, on the market price of our common stock which, in turn, will depend upon various market conditions and other factors that may change from time to time including:

- the extent of investor interest;
- the general reputation of REITs and the attractiveness of their equity securities in comparison to other equity securities, including securities issued by other real estate-based companies;
- our financial performance and that of our operators;
- the contents of analyst reports about us and the REIT industry;
- general stock and bond market conditions, including changes in interest rates on fixed income securities, which may lead prospective purchasers of our common stock to demand a higher annual yield from future distributions;
- our failure to maintain or increase our dividend, which is dependent, to a large part, on growth of funds from operations which in turn depends upon increased revenues from additional investments and rental increases; and
- other factors such as governmental regulatory action and changes in REIT tax laws.

The market value of the equity securities of a REIT is generally based upon the market's perception of the REIT's growth potential and its current and potential future earnings and cash distributions. Our failure to meet the market's expectation with regard to future earnings and cash distributions would likely adversely affect the market price of our common stock and, as a result, the availability of equity capital to us.

We are subject to risks associated with debt financing, which could negatively impact our business and limit our ability to make distributions to our stockholders and to repay maturing debt.

The financing required to make future investments and satisfy maturing commitments may be provided by borrowings under our Credit Facility, private or public offerings of debt, the assumption of secured indebtedness, mortgage financing on a portion of our owned portfolio or through joint ventures. To the extent we must obtain debt financing from external sources to fund our capital requirements, we cannot guarantee such financing will be available on favorable terms, if at all. In addition, if we are unable to refinance or extend principal payments due at maturity or pay them with proceeds from other capital transactions, our cash flow may not be sufficient to make distributions to our stockholders and repay our maturing debt. Furthermore, if prevailing interest rates, changes in our debt ratings or other factors at the time of refinancing result in higher interest rates upon refinancing, the interest expense relating to that refinanced indebtedness would increase, which could reduce our profitability and the amount of dividends we are able to pay. Moreover, additional debt financing increases the amount of our leverage. The degree of leverage could have important consequences to stockholders, including affecting our investment grade ratings and our ability to obtain additional financing in the future, and making us more vulnerable to a downturn in our results of operations or the economy generally.

Certain of our operators account for a significant percentage of our real estate investment and revenues.

At December 31, 2008, approximately 24% of our real estate investments were operated by two public companies: Sun Healthcare Group ("Sun") (14%) and Advocat Inc. ("Advocat") (10%). Our largest private company operators (by investment) were CommuniCare Healthcare Services ("CommuniCare") (22%) and Signature Holding II, LLC (10%). No other operator represents more than 9% of our investments. The three states in which we had our highest concentration of investments were Ohio (23%), Florida (12%) and Pennsylvania (10%) at December 31, 2008.

For the year ended December 31, 2008, our revenues from operations totaled $193.8 million, of which approximately $31.7 million were from Sun (16%), $31.6 million from CommuniCare (16%) and $20.5 million from Advocat (11%). No other operator generated more than 9% of our revenues from operations for the year ended December 31, 2008. In addition, our owned and operated assets generated $24.2 million (12%) of revenue in 2008. Thirteen of the fifteen owned and operated facilities were transitioned/leased to a new tenant/operator effective September 1, 2008.

The failure or inability of any of these operators to pay their obligations to us could materially reduce our revenues and net income, which could in turn reduce the amount of dividends we pay and cause our stock price to decline.

Unforeseen costs associated with the acquisition of new properties could reduce our profitability.

Our business strategy contemplates future acquisitions that may not prove to be successful. For example, we might encounter unanticipated difficulties and expenditures relating to our acquired properties, including contingent liabilities, or our newly acquired properties might require significant management attention that would otherwise be devoted to our ongoing business. As a further example, if we agree to provide funding to enable healthcare operators to build, expand or renovate facilities on our properties and the project is not completed, we could be forced to become involved in the development to ensure completion or we could lose the property. Such costs may negatively affect our results of operations.

Our assets may be subject to impairment charges.

We periodically, but not less than annually, evaluate our real estate investments and other assets for impairment indicators. The judgment regarding the existence of impairment indicators is based on factors such as market conditions, operator performance and legal structure. If we determine that a significant impairment has occurred, we are required to make an adjustment to the net carrying value of the asset, which could have a material adverse affect on our results of operations and funds from operations in the period in which the write-off occurs. During the year ended December 31, 2008, we recognized an impairment loss associated with three facilities for approximately $5.6 million.

We may not be able to sell certain closed facilities for their book value.

From time to time, we close facilities and actively market such facilities for sale. To the extent we are unable to sell these properties for our book value, we may be required to take a non-cash impairment charge or loss on the sale, either of which would reduce our net income.

Our substantial indebtedness could adversely affect our financial condition.

We have substantial indebtedness and we may increase our indebtedness in the future. As of December 31, 2008, we had total debt of approximately $548.2 million, of which $63.5 million consisted of borrowings under our Credit Facility, which matures in March 2010, $310.0 million of our 7% senior notes due 2014 and $175.0 million of our 7% senior notes due 2016. Our level of indebtedness could have important consequences to our stockholders. For example, it could:

- limit our ability to satisfy our obligations with respect to holders of our capital stock;
- increase our vulnerability to general adverse economic and industry conditions;
- limit our ability to obtain additional financing to fund future working capital, capital expenditures and other general corporate requirements, or to carry out other aspects of our business plan;
- require us to dedicate a substantial portion of our cash flow from operations to payments on indebtedness, thereby reducing the availability of such cash flow to fund working capital, capital expenditures and other general corporate requirements, or to carry out other aspects of our business plan;
- require us to pledge as collateral substantially all of our assets;
- require us to maintain certain debt coverage and financial ratios at specified levels, thereby reducing our financial flexibility;
- 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 interests;
- result in a possible downgrade of our credit rating;
- limit our flexibility in planning for, or reacting to, changes in our business and industry; and
- place us at a competitive disadvantage compared to our competitors that have less debt.

Covenants in our Credit Facility and other debt instruments limit our operational flexibility, and a covenant breach could materially adversely affect our operations.

The terms of our Credit Facility and other indebtedness require us to comply with a number of customary financial and other covenants. Our continued ability to incur indebtedness and conduct our operations is subject to compliance with these financial and other covenants. Breaches of these covenants could result in defaults under the instruments governing the applicable indebtedness, in addition to any other indebtedness cross-defaulted against such instruments. Any such breach could materially adversely affect our business, results of operations and financial condition.

Our real estate investments are relatively illiquid.

Real estate investments are relatively illiquid and generally cannot be sold quickly. In addition, some of our properties serve as collateral for our secured debt obligations and cannot be readily sold. Additional factors that are specific to our industry also tend to limit our ability to vary our portfolio promptly in response to changes in economic or other conditions. For example, all of our properties are ‘‘special purpose’’ properties that cannot be readily converted into general residential, retail or office use. In addition, transfers of operations of nursing homes and other healthcare-related facilities are subject to regulatory approvals not required for transfers of other types of commercial operations and other types of real estate. Thus, if the operation of any of our properties becomes unprofitable due to competition, age of improvements or other factors such that our operator becomes unable to meet its obligations to us, then the liquidation value of the property may be substantially less, particularly relative to the amount owing on any related mortgage loan, than would be the case if the property were readily adaptable to other uses. Furthermore, the receipt of liquidation proceeds or the replacement of an operator that has defaulted on its lease or loan could be delayed by the approval process of any federal, state or local agency necessary for the transfer of the property or the replacement of the operator with a new operator licensed to manage the facility. In addition, certain significant expenditures associated with real estate investment, such as real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investment. Should such events occur, our income and cash flows from operations would be adversely affected.

As an owner or lender with respect to real property, we may be exposed to possible environmental liabilities.

Under various federal, state and local environmental laws, ordinances and regulations, a current or previous owner of real property or a secured lender, such as us, may be liable in certain circumstances for the costs of investigation, removal or remediation of, or related releases of, certain hazardous or toxic substances at, under or disposed of in connection with such property, as well as certain other potential costs relating to hazardous or toxic substances, including government fines and damages for injuries to persons and adjacent property. Such laws often impose liability based on the owner's knowledge of, or responsibility for, the presence or disposal of such substances. As a result, liability may be imposed on the owner in connection with the activities of an operator of the property. The cost of any required investigation, remediation, removal, fines or personal or property damages and the owner's liability therefore could exceed the value of the property and/or the assets of the owner. In addition, the presence of such substances, or the failure to properly dispose of or remediate such substances, may adversely affect an operators' ability to attract additional residents and our ability to sell or rent such property or to borrow using such property as collateral which, in turn, could negatively impact our revenues.

Although our leases and mortgage loans require the lessee and the mortgagor to indemnify us for certain environmental liabilities, the scope of such obligations may be limited. For instance, most of our leases do not require the lessee to indemnify us for environmental liabilities arising before the lessee took possession of the premises. Further, we cannot assure you that any such mortgagor or lessee would be able to fulfill its indemnification obligations.

The industry in which we operate is highly competitive. Increasing investor interest in our sector and consolidation at the operator of REIT level could increase competition and reduce our profitability.

Our business is highly competitive and we expect that it may become more competitive in the future. We compete for healthcare facility investments with other healthcare investors, including other REITs, some of which have greater resources and lower costs of capital than we do. Increased competition makes it more challenging for us to identify and successfully capitalize on opportunities that meet our business goals. If we cannot capitalize on our development pipeline, identify and purchase a sufficient quantity of healthcare facilities at favorable prices, or if we are unable to finance such acquisitions on commercially favorable terms, our business, results of operations and financial condition may be materially adversely affected. In addition, if our cost of capital should increase relative to the cost of capital of our competitors, the spread that we realize on our investments may decline if competitive pressures limit or prevent us from charging higher lease or mortgage rates.

We may be named as defendants in litigation arising out of professional liability and general liability claims relating to our previously owned and operated facilities that if decided against us, could adversely affect our financial condition.

We and several of our wholly-owned subsidiaries were named as defendants in professional liability and general liability claims related to our owned and operated facilities prior to 2005. Other third-party managers responsible for the day-to-day operations of these facilities were also named as defendants in these claims. In these suits, patients of certain previously owned and operated facilities have alleged significant damages, including punitive damages, against the defendants. Although all of these prior suits have been settled, we or our affiliates could be named as defendants in similar suits related to our owned and operated assets resulting from the transition of the Haven facilities as described in Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations – Portfolio Developments, New Investments, Asset Sales and Other Developments. There can be no assurance that we would be successful in our defense of such potential matters or in asserting our claims against various managers of the subject facilities or that the amount of any settlement or judgment would be substantially covered by insurance or that any punitive damages will be covered by insurance.

Our charter and bylaws contain significant anti-takeover provisions which could delay, defer or prevent a change in control or other transactions that could provide our stockholders with the opportunity to realize a premium over the then-prevailing market price of our common stock.

Our articles of incorporation and bylaws contain various procedural and other requirements which could make it difficult for stockholders to effect certain corporate actions. Our Board of Directors is divided into three classes and the members of our Board of Directors are elected for terms that are staggered. Our Board of Directors also has the authority to issue additional shares of preferred stock and to fix the preferences, rights and limitations of the preferred stock without stockholder approval. These provisions could discourage unsolicited acquisition proposals or make it more difficult for a third party to gain control of us, which could adversely affect the market price of our securities and/or result in the delay, deferral or prevention of a change in control or other transactions that could provide our stockholders with the opportunity to realize a premium over the then-prevailing market price of our common stock.

We may change our investment strategies and policies and capital structure.

Our Board of Directors, without the approval of our stockholders, may alter our investment strategies and policies if it determines that a change is in our stockholders' best interests. The methods of implementing our investment strategies and policies may vary as new investments and financing techniques are developed.

If we fail to maintain our REIT status, we will be subject to federal income tax on our taxable income at regular corporate rates.

We were organized to qualify for taxation as a REIT under Sections 856 through 860 of the Code. We believe that we have operated in such a manner as to qualify for taxation as a REIT under the Code and intend to continue to operate in a manner that will maintain our qualification as a REIT. Qualification as a REIT involves the satisfaction of numerous requirements, some on an annual and some on a quarterly basis, established under highly technical and complex provisions of the Code for which there are only limited judicial and administrative interpretations and involve the determination of various factual matters and circumstances not entirely within our control. We cannot assure you that we will at all times satisfy these rules and tests.

If we were to fail to qualify as a REIT in any taxable year, as a result of a determination that we failed to meet the annual distribution requirement or otherwise, we would be subject to federal income tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates with respect to each such taxable year for which the statute of limitations remains open. Moreover, unless entitled to relief under certain statutory provisions, we also would be disqualified from treatment as a REIT for the four taxable years following the year during which qualification is lost. This treatment would significantly reduce our net earnings and cash flow because of our additional tax liability for the years involved, which could significantly impact our financial condition.

We generally must distribute annually at least 90% of our taxable income to our stockholders to maintain our REIT status. To the extent that we do not distribute all of our net capital gain or do distribute at least 90%, but less than 100% of our "REIT taxable income," as adjusted, we will be subject to tax thereon at regular ordinary and capital gain corporate tax rates.

Even if we remain qualified as a REIT, we may face other tax liabilities that reduce our cash flow.

Even if we remain qualified for taxation as a REIT, we may be subject to certain federal, state and local taxes on our income and assets, including taxes on any undistributed income, tax on income from some activities conducted as a result of a foreclosure, and state or local income, property and transfer taxes. Any of these taxes would decrease cash available for the payment of our debt obligations. In addition, to meet REIT qualification requirements, we may hold some of our non-healthcare assets through taxable REIT subsidiaries ("TRS") or other subsidiary corporations that will be subject to corporate level income tax at regular rates.

Qualifying as a REIT involves highly technical and complex provisions of the Internal Revenue Code and complying with REIT requirements may affect our profitability.

Qualification as a REIT involves the application of technical and intricate Internal Revenue Code provisions. Even a technical or inadvertent violation could jeopardize our REIT qualification. To qualify as a REIT for federal income tax purposes, we must continually satisfy tests concerning, among other things, the nature and diversification of our assets, the sources of our income and the amounts we distribute to our stockholders. Thus, we may be required to liquidate otherwise attractive investments from our portfolio, or be unable to pursue investments that would be otherwise advantageous to us, to satisfy the asset and income tests or to qualify under certain statutory relief provisions. We may also be required to make distributions to stockholders at disadvantageous times or when we do not have funds readily available for distribution (e.g., if we have assets which generate mismatches between taxable income and available cash). Having to comply with the distribution requirement could cause us to: (i) sell assets in adverse market conditions; (ii) borrow on unfavorable terms; or (iii) distribute amounts that would otherwise be invested in future acquisitions, capital expenditures or repayment of debt. As a result, satisfying the REIT requirements could have an adverse effect on our business results and profitability.

Our success depends in part on our ability to retain key personnel and our ability to attract or retain other qualified personnel.

Our future performance depends to a significant degree upon the continued contributions of our executive management team and other key employees. The loss of the services of our current executive management team could have an adverse impact on our operations. Although we have entered into employment agreements with the members of our executive management team, these agreements may not assure their continued service. In addition, our future success depends, in part, on our ability to attract, hire, train and retain other qualified personnel. Competition for qualified employees is intense, and we compete for qualified employees with companies with greater financial resources. Our failure to successfully attract, hire, retain and train the people we need would significantly impede our ability to implement our business strategy.

Failure to maintain effective internal control over financial reporting could have a material adverse effect on our business, results of operations, financial condition and stock price.

Pursuant to the Sarbanes-Oxley Act of 2002, we are required to provide a report by management on internal control over financial reporting, including management's assessment of the effectiveness of such control. Changes to our business will necessitate ongoing changes to our internal control systems and processes. Internal control over financial reporting may not prevent or detect misstatements due to inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. In addition, projections of any evaluation of effectiveness of internal control over financial reporting to future periods are subject to the risk that the control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business, results of operations and financial condition could be materially adversely harmed, we could fail to meet our reporting obligations and there could be a material adverse effect on our stock price.

Risks Related to Our Stock

The market value of our stock could be substantially affected by various factors.

Market volatility may adversely affect the market price of our common stock. As with other publically traded securities, the share price of our stock depends on many factors, which may change from time to time, including:

- the market for similar securities issued by REITs;
- changes in estimates by analysts;
- our ability to meet analysts' estimates;
- prevailing interest rates;
- our credit rating;
- general economic and market conditions; and
- our financial condition, performance and prospects.

Our issuance of additional capital stock, warrants or debt securities, whether or not convertible, may reduce the market price for our outstanding securities, including our common stock, and dilute the ownership interests of existing stockholders.

We cannot predict the effect, if any, that future sales of our capital stock, warrants or debt securities, or the availability of our securities for future sale, will have on the market price of our securities, including our common stock. Sales of substantial amounts of our common stock or preferred shares, warrants or debt securities convertible into or exercisable or exchangeable for common stock in the public market, or the perception that such sales might occur, could negatively impact the market price of our stock and the terms upon which we may obtain additional equity financing in the future.

In addition, we may issue additional capital stock in the future to raise capital or as a result of the following:

- The issuance and exercise of options to purchase our common stock. We have in the past and may in the future issue additional options or other securities convertible into or exercisable for our common stock under remuneration plans. We may also issue options or convertible securities to our employees in lieu of cash bonuses or to our directors in lieu of director's fees.
- The issuance of shares pursuant to our dividend reinvestment and direct stock purchase plan.
- The issuance of debt securities exchangeable for our common stock.
- The exercise of warrants we may issue in the future.
- Lenders sometimes ask for warrants or other rights to acquire shares in connection with providing financing. We cannot assure you that our lenders will not request such rights.
- The sales of securities convertible into our common stock could dilute the interests of existing common stockholders.

There are no assurances of our ability to pay dividends in the future.

In 2001, our Board of Directors suspended dividends on shares of our common stock and all series of preferred stock in an effort to generate cash to address then impending debt maturities. In 2003, we paid all accrued but unpaid dividends on all shares of series of preferred stock and reinstated dividends on shares of our common stock and all series of preferred stock. However, our ability to pay dividends may be adversely affected if any of the risks described herein were to occur. Our payment of dividends is subject to compliance with restrictions contained in our Credit Facility, the indenture relating to our outstanding 7% senior notes due 2014, the indenture relating to our outstanding 7% senior notes due 2016 and our preferred stock. All dividends will be paid at the discretion of our Board of Directors and will depend upon our earnings, our financial condition, maintenance of our REIT status and such other factors as our Board of Directors may deem relevant from time to time. There are no assurances of our ability to pay dividends in the future. In addition, our dividends in the past have included, and may in the future include, a return of capital.

Holders of our outstanding preferred stock have liquidation and other rights that are senior to the rights of the holders of our common stock.

Our Board of Directors has the authority to designate and issue preferred stock that may have dividend, liquidation and other rights that are senior to those of our common stock. As of the date of this filing, 4,339,500 shares of our 8.375% Series D cumulative redeemable preferred stock ("Series D Preferred Stock") were issued and outstanding. The aggregate liquidation preference with respect to the outstanding Series D Preferred Stock is approximately $108.5 million, and annual dividends on our outstanding Series D Preferred Stock were approximately $9.7 million. Holders of our Series D Preferred Stock are generally entitled to cumulative dividends before any dividends may be declared or set aside on our common stock. Upon our voluntary or involuntary liquidation, dissolution or winding up, before any payment is made to holders of our common stock, holders of our Series D Preferred Stock are entitled to receive a liquidation preference of $25 per share, plus any accrued and unpaid distributions. This preference will reduce the remaining amount of our assets, if any, available to distribute to holders of our common stock. In addition, holders of our Series D Preferred Stock have the right to elect two additional directors to our Board of Directors if six quarterly preferred dividends are in arrears. If this were to occur, the holders of our Series D Preferred Stock would have significant control over our affairs, and their interests may differ from those of our other stockholders.

Legislative or regulatory action could adversely affect purchasers of our stock.

In recent years, numerous legislative, judicial and administrative changes have been made in the provisions of the federal income tax laws applicable to investments similar to an investment in our stock. Changes are likely to continue to occur in the future, and we cannot assure you that any of these changes will not adversely affect our stockholder's stock. Any of these changes could have an adverse effect on an investment in our stock or on market value or resale potential. Stockholders are urged to consult with their own tax advisor with respect to the impact that recent legislation may have on their investment and the status of legislative, regulatory or administrative developments and proposals and their potential effect.

Item 1B – Unresolved Staff Comments

None.

Item 2 - Properties

At December 31, 2008, our real estate investments included long-term care facilities and rehabilitation hospital investments, either in the form of purchased facilities that are leased to operators, mortgages on facilities that are operated by the mortgagors or their affiliates and facilities subject to leasehold interests. The facilities are located in 28 states and are operated by 25 operators. The following table summarizes our property investments as of December 31, 2008:

Investment Structure/Operator	Number of Beds	Number of Facilities	Occupancy Percentage[1]	Gross Investment (in thousands)
Purchase/Leaseback[2]				
CommuniCare Health Services, Inc.	3,530	28	82	$ 241,123
Sun Healthcare Group, Inc	4,690	40	87	210,542
Signature Holding II, LLC	2,111	18	79	141,903
Advocat, Inc	4,338	36	73	133,865
Guardian LTC Management, Inc.	1,686	23	87	125,971
Formation Capital, LLC.	1,799	15	88	119,112
Nexion Health Inc	2,283	19	74	79,942
Essex Healthcare Corporation	1,388	13	74	79,354
Alpha Healthcare Properties, LLC	959	8	87	55,834
Mark Ide Limited Liability Company	1,103	10	81	35,924
StoneGate Senior Care LP	664	6	85	21,781
Infinia Properties of Arizona, LLC	378	4	64	19,566
Conifer Care Communities, Inc	204	3	91	14,442
TC Healthcare[3]	279	2	90	14,441
Rest Haven Nursing Center, Inc	200	1	76	14,400
Washington N&R, LLC	286	2	69	12,152
Triad Health Management of Georgia II, LLC	304	2	98	10,000
Ensign Group, Inc	271	3	92	9,656
Lakeland Investors, LLC	300	1	71	9,625
Hickory Creek Healthcare Foundation, Inc	138	2	85	7,250
Longwood Management Corporation	185	2	92	6,448
Emeritus Corporation	52	1	88	5,674
Generations Healthcare, Inc	60	1	83	3,007
	27,208	240	81	1,372,012
Assets Held for Sale				
Closed Facility	-	1	-	150
	-	1	-	150
Fixed - Rate Mortgages[4]				
CommuniCare Health Services, Inc	1,115	8	92	76,629
Advocat Inc	423	4	79	12,474
Parthenon Healthcare, Inc	300	2	66	11,095
Texas Health Enterprises/HEA Mgmt. Group, Inc	147	1	67	623
	1,985	15	83	100,821
Total	29,193	256	81	$ 1,472,983

(1) Represents the most recent data provided by our operators.
(2) Certain of our lease agreements contain purchase options that permit the lessees to purchase the underlying properties from us.
(3) TC Healthcare is an interim operator engaged to operate the former Haven facilities
(4) In general, many of our mortgages contain prepayment provisions that permit prepayment of the outstanding principal amounts thereunder.

The following table presents the concentration of our facilities by state as of December 31, 2008:

	Number of Facilities	Number of Beds	Gross Investment (in thousands)	% of Gross Investment
Ohio	47	5,323	$ 333,691	22.6
Florida	25	3,125	173,044	11.7
Pennsylvania	23	1,975	150,225	10.2
Texas	20	2,839	81,136	5.5
Maryland	7	965	69,928	4.7
Louisiana	14	1,668	55,343	3.8
West Virginia	10	1,151	54,100	3.7
Colorado	8	895	52,784	3.6
Arkansas	11	1,181	44,820	3.0
Alabama	10	1,218	44,068	3.0
Rhode Island	4	639	39,430	2.7
Massachusetts	6	682	38,948	2.6
Kentucky	10	855	36,857	2.5
California	11	950	34,756	2.4
Connecticut	5	562	30,906	2.1
Tennessee	6	726	28,918	2.0
Georgia	4	661	27,642	1.9
North Carolina	5	707	22,709	1.5
Idaho	4	412	22,360	1.5
New Hampshire	3	225	21,996	1.5
Arizona	4	378	19,566	1.3
Washington	2	194	17,473	1.2
Indiana	5	429	15,605	1.1
Vermont	2	279	14,441	1.0
Illinois	4	478	14,406	1.0
Missouri	2	286	12,152	0.8
Iowa	3	271	10,479	0.7
New Mexico	1	119	5,200	0.4
Total	256	29,193	$ 1,472,983	100.0

Geographically Diverse Property Portfolio. Our portfolio of properties is broadly diversified by geographic location. We have healthcare facilities located in 28 states. In addition, the majority of our 2008 rental and mortgage income was derived from facilities in states that require state approval for development and expansion of healthcare facilities. We believe that such state approvals may limit competition for our operators and enhance the value of our properties.

Large Number of Tenants. Our facilities are operated by 25 different public and private healthcare providers. Except for Sun (14%) and CommuniCare (22%) which together hold approximately 36% of our portfolio (by investment), no other single tenant holds greater than 10% of our portfolio (by investment).

Significant Number of Long-term Leases and Mortgage Loans. A large portion of our core portfolio consists of long-term lease and mortgage agreements. At December 31, 2008, approximately 97% of our leases and mortgages had primary terms that expire in 2010 or later. The majority of our leased real estate properties are leased under provisions of master lease agreements. We also lease facilities under single facility leases. The initial terms, on both type of leases, typically range from 5 to 15 years, plus renewal options. Substantially all of the leases provide for minimum annual rents that are subject to annual increases based upon increases in the CPI or fixed rate increases. Under the terms of the leases, the lessee is responsible for all maintenance, repairs, taxes and insurance on the leased properties.

Item 3 - Legal Proceedings

In 1999, we filed suit against a former tenant seeking damages based on claims of breach of contract. The defendants denied the allegations made in the lawsuit. In June 2008, we were awarded damages in a jury trial. The case was then settled prior to appeal. In settlement of our claim against the defendants, we agreed in January 2009 to accept a lump sum cash payment of $6.8 million. The cash proceeds were offset by related expenses incurred of $2.3 million, resulting in a net gain of $4.5 million paid in January 2009. This gain will be recorded during the first quarter of 2009.

In 2005, we accrued $1.1 million for potential obligations relating to disputed capital improvement requirements associated with a lease that expired June 30, 2005. Although no formal complaint for damages was filed against us, in February 2006, we agreed to settle this dispute for approximately $1.0 million. In addition, we and several of our wholly-owned subsidiaries were named as defendants in professional liability claims related to our owned and operated facilities prior to 2005. Other third-party managers responsible for the day-to-day operations of these facilities have also been named as defendants in these claims. In these suits, patients of certain previously owned and operated facilities have alleged significant damages, including punitive damages against the defendants. While any legal proceeding or claim has an element of uncertainty, management believes that the outcome of each lawsuit, claim or legal proceeding that is pending or threatened, or all of them combined, will not have a material adverse effect on our consolidated financial position or results of operations. All of these suits have been settled.

Item 4 - Submission of Matters to a Vote of Security Holders

No matters were submitted to stockholders during the fourth quarter of the year covered by this report.

PART II

Item 5 - Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our shares of common stock are traded on the New York Stock Exchange under the symbol "OHI." The following table sets forth, for the periods shown, the high and low prices as reported on the New York Stock Exchange Composite for the periods indicated and cash dividends per share:

2008				2007			
Quarter	High	Low	Dividends Per Share	Quarter	High	Low	Dividends Per Share
First	$ 19.200	$ 14.720	$ 0.29	First	$ 19.170	$ 16.460	$ 0.26
Second	19.230	15.970	0.30	Second	18.070	15.530	0.27
Third	19.660	15.630	0.30	Third	16.790	12.000	0.27
Fourth	19.750	9.300	0.30	Fourth	17.360	14.650	0.28
			$ 1.19				$ 1.08

The closing price for our common stock on the New York Stock Exchange on February 24, 2009 was $14.15 per share. As of February 24, 2009 there were 82,408,075 shares of common stock outstanding with 2,870 registered holders.

The following table provides information about all equity awards under our company's 2004 Stock Incentive Plan, 2000 Stock Incentive Plan and 1993 Amended and Restated Stock Option and Restricted Stock Plan as of December 31, 2008.

Equity Compensation Plan Information

	(a)	(b)	(c)
Plan category	**Number of securities to be issued upon exercise of outstanding options, warrants and rights (1)**	**Weighted-average exercise price of outstanding options, warrants and rights (2)**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (3)**
Equity compensation plans approved by security holders	273,656	$ 12.88	2,323,115
Equity compensation plans not approved by security holders	—	—	—
Total	273,656	$ 12.88	2,323,115

(1) Reflects 25,664 shares issuable upon the exercise of outstanding options and 247,992 shares issuable in respect of performance restricted stock units that vest over the years 2008 through 2010.
(2) No exercise price is payable with respect to the performance restricted stock rights, and accordingly the weighted-average exercise price is calculated based solely on outstanding options.
(3) Reflects shares of Common Stock remaining available for future issuance under our 2000 and 2004 Stock Incentive Plans.

Issuer Purchases of Equity Securities

During the fourth quarter of 2008, 36,766 shares of our common stock were purchased from employees to pay the withholding taxes associated with employee exercising of stock options.

Common Stock

	(a)	(b)	(c)	(d)
Period	**Total Number of Shares Purchased (1)**	**Average Price Paid per Share**	**Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs**	**Maximum Number (or Approximate Dollar Value) of Shares that May be Purchased Under these Plans or Programs**
October 1, 2008 to October 31, 2008	-	$ -	-	$ -
November 1, 2008 to November 30, 2008	-	-	-	-
December 1, 2008 to December 31, 2008	36,766	15.97	-	-
Total	36,766	$ 15.97	-	$ -

(1) Represents shares purchased from employees to pay the withholding taxes related to the exercise of employee stock options. The shares were not part of a publicly announced repurchase plan or program.

On October 16, 2008, we purchased 400,000 shares of our Series D Preferred Stock (NYSE:OHI PrD) at a price of $18.90 per share.

Series D Preferred Stock

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May be Purchased Under the Plans or Programs
October 1, 2008 to October 31, 2008	400,000	$ 18.90	-	$ -
November 1, 2008 to November 30, 2008	-	-	-	-
December 1, 2008 to December 31, 2008	-	-	-	-
Total	400,000	$ 18.90	-	$ -

We expect to continue our policy of paying regular cash dividends, although there is no assurance as to future dividends because they depend on future earnings, capital requirements and our financial condition. In addition, the payment of dividends is subject to the restrictions described in Note 15 – Dividends to our consolidated financial statements.

Item 6 - Selected Financial Data

The following table sets forth our selected financial data and operating data for our company on a historical basis. The following data should be read in conjunction with our audited consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included elsewhere herein. Our historical operating results may not be comparable to our future operating results.

	Year Ended December 31,				
	2008	2007	2006	2005	2004
	(in thousands, except per share amounts)				
Operating Data					
Revenues from core operations	$ 169,592	$ 159,558	$ 135,513	$ 109,535	$ 86,972
Revenues from nursing home operations	24,170	-	-	-	-
Total revenues	$ 193,762	$ 159,558	$ 135,513	$ 109,535	$ 86,972
Income from continuing operations	$ 77,691	$ 67,598	$ 55,905	$ 37,289	$ 13,414
Net income (loss) available to common shareholders	70,551	59,451	45,774	25,355	(36,715)
Per share amounts:					
Income (loss) from continuing operations:					
Basic	$ 0.93	$ 0.88	$ 0.78	$ 0.46	$ (0.96)
Diluted	0.93	0.88	0.78	0.46	(0.96)
Net income (loss) available to common:					
Basic	$ 0.94	$ 0.90	$ 0.78	$ 0.49	$ (0.81)
Diluted	0.94	0.90	0.78	0.49	(0.81)
Dividends, Common Stock[1]	$ 1.19	$ 1.08	$ 0.96	$ 0.85	$ 0.72
Dividends, Series A Preferred[1]	-	-	-	-	1.16
Dividends, Series B Preferred[1]	-	-	-	1.09	2.16
Dividends, Series C Preferred[2]	-	-	-	-	2.72
Dividends, Series D Preferred[1]	2.09	2.09	2.09	2.09	1.52
Weighted-average common shares outstanding, basic	75,127	65,858	58,651	51,738	45,472
Weighted-average common shares outstanding,diluted	75,213	65,886	58,745	52,059	45,472

	December 31,				
	2008	2007	2006	2005	2004
Balance Sheet Data					
Gross investments	$ 1,502,847	$ 1,322,964	$ 1,294,306	$ 1,129,405	$ 940,442
Total assets	1,364,467	1,182,287	1,175,370	1,036,042	849,576
Revolving lines of credit	63,500	48,000	150,000	58,000	15,000
Other long-term borrowings	484,697	525,709	526,141	508,229	364,508
Stockholders' equity	787,988	586,127	465,454	440,943	442,935

(1) Dividends per share are those declared and paid during such period.
(2) Dividends per share are those declared during such period, based on the number of shares of common stock issuable upon conversion of the outstanding Series C preferred stock.

Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-looking Statements, Reimbursement Issues and Other Factors Affecting Future Results

The following discussion should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this document. This document contains forward-looking statements within the meaning of the federal securities laws, including statements regarding potential financings and potential future changes in reimbursement. 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. 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 contained herein as a result of a variety of factors, including, among other things:

(i) those items discussed under "Risk Factors" in Item 1A herein;
(ii) 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;
(iii) 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;
(iv) 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;
(v) our ability to negotiate appropriate modifications to the terms of our credit facility;
(vi) our ability to manage, re-lease or sell any owned and operated facilities;
(vii) the availability and cost of capital;
(viii) our ability to maintain our credit ratings;
(ix) competition in the financing of healthcare facilities;
(x) regulatory and other changes in the healthcare sector;
(xi) the effect of economic and market conditions generally and, particularly, in the healthcare industry;
(xii) changes in the financial position of our operators;
(xiii) changes in interest rates;
(xiv) the amount and yield of any additional investments;
(xv) changes in tax laws and regulations affecting real estate investment trusts;
(xvi) our ability to maintain our status as a real estate investment trust;
(xvii) changes in our credit ratings and the ratings of our debt and preferred securities;
(xviii) the potential impact of a general economic slowdown on governmental budgets and healthcare reimbursement expenditures; and
(xix) the effect of the recent financial crisis and severe tightening in the global credit markets.

Overview

We have one reportable segment consisting of investments in healthcare related real estate properties. Our core business is to provide financing and capital to the long-term healthcare industry with a particular focus on skilled nursing facilities located in the United States. Our core portfolio consists of long-term leases and mortgage agreements. All of our leases are "triple-net" leases, which require the tenants to pay all property-related expenses. Our mortgage revenue derives from fixed-rate mortgage loans, which are secured by first mortgage liens on the underlying real estate and personal property of the mortgagor. In July 2008, we assumed operating responsibilities for 15 of our facilities due to the bankruptcy of one of our operator/tenants. In September, we entered into an agreement to lease these facilities to a new operator/tenant. The new operator/tenant assumed operating responsibility for 13 of the 15 facilities effective September 1, 2008. We continue to be responsible for the two remaining facilities as of December 31, 2008 that are in the process of being transitioned to the new operator pending approval by state regulators.

Our consolidated financial statements include the accounts of Omega, all direct and indirect wholly owned subsidiaries; as well as TC Healthcare, a new entity and interim operator created to operate the 15 facilities we assumed as a result of the bankruptcy of one our tenant/operators). We consolidate the financial results of TC Healthcare into our financial statements based on the application of the applicable consolidation accounting literature. We include the operating results and assets and liabilities of these facilities for the period of time that TC Healthcare was responsible for the operations of the facilities. Thirteen of these facilities were transitioned from TC Healthcare to a new tenant/operator on September 1, 2008, however, TC Healthcare continues to be responsible for two facilities as of December 31, 2008 that are in the process of being transitioned to the new operator/tenant pending approval by state regulators. The operating revenues and expenses and related operating assets and liabilities of the owned and operated facilities are shown on a gross basis in our Consolidated Statements of Income and Consolidated Balance Sheets, respectively. All inter-company accounts and transactions have been eliminated in consolidation of the financial statements.

Our portfolio of investments at December 31, 2008, consisted of 256 healthcare facilities, located in 28 states and operated by 25 third-party operators. Our gross investment in these facilities totaled approximately $1.5 billion at December 31, 2008, with 99% of our real estate investments related to long-term healthcare facilities. This portfolio is made up of (i) 227 SNFs, (ii) seven ALFs, (iii) two rehabilitation hospitals owned and leased to third parties, (iii) two ILFs, (iv) fixed rate mortgages on 15 SNFs, (v) two SNFs that are owned and operated by us and (vi) one SNF that is currently held for sale. At December 31, 2008, we also held other investments of approximately $29.9 million, consisting primarily of secured loans to third-party operators of our facilities.

The recent downturn in the U.S. economy and other factors could result in significant cost-cutting at both the federal and state levels, resulting in a reduction of reimbursement rates and levels to our operators under both the Medicare and Medicaid programs. Current market and economic conditions may have a significant impact on state budgets and health care spending. The states with the most significant projected budget deficits in which the Company owns facilities and the percentage of our gross investments in such states as of December 31, 2008 are as follows: Alabama (3.0%), Arizona (1.3%), California (2.4%), Florida (11.7%), New Hampshire (1.5%) and Rhode Island (2.7%). These deficits, exacerbated by the potential for increased enrollment in Medicaid due to rising unemployment levels and declining family incomes, could cause states to reduce state expenditures under their respective state Medicaid programs by lowering reimbursement rates.

We currently believe that our operator coverage ratios are strong and that our operators can absorb moderate reimbursement rate reductions under Medicaid and Medicare and still meet their obligations to us. However, significant limits on the scope of services reimbursed and on reimbursement rates and fees could have a material adverse effect on an operator's results of operations and financial condition, which could adversely affect the operator's ability to meet its obligations to us.

2008 Highlights

The following significant highlights occurred during the twelve-month period ended December 31, 2008.

Financing

Preferred Stock Repurchase/Gain

On October 16, 2008, we purchased 400,000 shares of our Series D Preferred Stock (NYSE:OHI PrD) at a price of $18.90 per share. The liquidation preference for the Series D Preferred Stock ("Series D") is $25.00 per share. The purchase of the Series D Preferred Stock shares resulted in a fourth quarter 2008 gain of approximately $2.1 million, net of a non-cash charge of $0.3 million reflecting the write-off of the pro-rata portion of the original issuance costs of the Series D Preferred Stock.

6.0 Million Share Common Stock Offering

On September 19, 2008, we closed an underwritten public offering of 6.0 million shares our common stock at $16.37 per share. The net proceeds, after deducting underwriting discounts and offering expenses, were approximately $96.9 million. The net proceeds were used to repay indebtedness under our senior credit facility and for working capital and general corporate purposes.

5.9 Million Common Stock Offering

On May 6, 2008, we have issued 5.9 million shares of our common stock at $16.93 per share, in a registered direct placement to a number of institutional investors. The net proceeds from the offering were approximately $98.8 million, after deducting the placement agent's fee and other estimated offering expense. The net proceeds were used to repay indebtedness under our senior credit facility.

Dividend Reinvestment and Common Stock Purchase Plan

We have a Dividend Reinvestment and Common Stock Purchase Plan (the "DRSPP") that allows for the reinvestment of dividends and the optional purchase of our common stock. For the twelve- month period ended December 31, 2008, we issued 2,067,809 shares of common stock for approximately $34.1 million in net proceeds.

On October 29, 2008, we announced the immediate suspension of the optional cash purchase component of our DRSPP until further notice. Dividend reinvestment and all other features of the DRSPP will continue as set forth in the DRSPP, including sales, transfers and certificate issuances of stock held in participant accounts.

Stockholders participating in the DRSPP who have elected to reinvest dividends will continue to have cash dividends reinvested in accordance with the DRSPP. Any checks or other funds received by Computershare Trust Company, N.A. from DRSPP participants on or after October 15, 2008, for optional cash investments will be returned without interest.

Dividends

Common Dividends

On January 15, 2009, the Board of Directors declared a common stock dividend of $0.30 per share that was paid on February 17, 2009 to common stockholders of record on January 30, 2009.

On October 16, 2008, the Board of Directors declared a common stock dividend of $0.30 per share. The common dividend was paid November 17, 2008 to common stockholders of record on October 31, 2008.

On July 16, 2008, the Board of Directors declared a common stock dividend of $0.30 per share. The common dividend was paid August 15, 2008 to common stockholders of record on July 31, 2008.

On April 16, 2008, the Board of Directors declared a common stock dividend of $0.30 per share, an increase of $0.01 per common share compared to the prior quarter. The common dividend was paid May 15, 2008 to common stockholders of record on April 30, 2008.

On January 17, 2008, the Board of Directors declared a common stock dividend of $0.29 per share, an increase of $0.01 per common share compared to the prior quarter. The common dividend was paid February 15, 2008 to common stockholders of record on January 31, 2008.

Series D Preferred Dividends

On January 15, 2009, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on its Series D Preferred Stock, that were paid February 17, 2009 to preferred stockholders of record on January 30, 2009. The liquidation preference for our Series D Preferred Stock is $25.00 per share. Regular quarterly preferred dividends for the Series D Preferred Stock represent dividends for the period November 1, 2008 through January 31, 2009.

On October 16, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D preferred stock that were paid November 17, 2008 to preferred stockholders of record on October 31, 2008.

On July 16, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D Preferred Stock that were paid August 15, 2008 to preferred stockholders of record on July 31, 2008.

On April 16, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D Preferred Stock that were paid May 15, 2008 to preferred stockholders of record on April 30, 2008.

On January 17, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D Preferred Stock that were paid February 15, 2008 to preferred stockholders of record on January 31, 2008.

Portfolio Developments, New Investments Assets Sales and Other Developments

The partial expiration of certain Medicare rate increases has had an adverse impact on the revenues of the operators of nursing home facilities and has negatively impacted some operators' ability to satisfy their monthly lease or debt payment to us. See Item 1 Business - Healthcare Reimbursement and Regulation above for further discussion. In several instances, we hold security deposits that can be applied in the event of lease and loan defaults, subject to applicable limitations under bankruptcy law with respect to operators seeking protection under title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended and supplemented, (the "Bankruptcy Code").

Below is a brief description, by third-party operator, of new investments or operator related transactions that occurred during the year ended December 31, 2008.

New Investments and Re-leasing Activities

Alpha HealthCare Properties, LLC

On January 17, 2008, we purchased one SNF for $5.2 million from an unrelated third party and leased the facility to Alpha Health Care Properties, LLC ("Alpha"), an existing tenant of ours. The facility was added to Alpha's existing master lease and provides for an additional $0.5 million of cash rent annually.

Advocat Inc.

During the first quarter of 2008, we amended our master lease with Advocat Inc. ("Advocat") to allow for the construction of a new facility to replace an existing facility currently operated by Advocat. Upon completion (estimated to be in 2010), annual cash rent will increase by approximately $0.7 million. As a result of our plan to replace the existing facility, we recorded a $1.5 million impairment loss related to the existing facility during the first quarter of 2008 to record it at its estimated fair value.

CommuniCare Health Services

On April 18, 2008, we completed approximately $123 million of combined new investments with affiliates of CommuniCare, an existing operator. Effective April 18, 2008, we purchased from several unrelated third parties seven (7) SNFs, one (1) ALF and one (1) rehabilitation hospital, all located in Ohio, totaling 709 beds for a total investment of $47.4 million. The facilities were added into our master lease with CommuniCare, increasing annualized cash rent under the master lease by approximately $4.7 million, subject to annual escalators. The term of the CommuniCare master lease was extended to April 30, 2018, with two ten-year renewal options.

Also on April 18, 2008, and simultaneous with the amendment and extension of the master lease with CommuniCare, we entered into a first mortgage loan with CommuniCare in the amount of $74.9 million. This mortgage loan matures on April 30, 2018 and carries an interest rate of 11% per year. The $74.9 million mortgage included $4.9 million in funds placed in escrow for the purchase of a facility that was pending environmental and other studies prior to closure. In December 2008, CommuniCare notified us of their decision not to purchase the additional facility and the escrow agent returned the escrowed funds to us. As of December 31, 2008, the outstanding mortgage note was approximately $69.9 million. CommuniCare used the proceeds of the mortgage loan to acquire seven (7) SNFs located in Maryland, totaling 965 beds from several unrelated third parties. The mortgage loan is secured by a lien on the seven (7) facilities. The mortgage properties are cross-collateralized with the master lease agreement.

Guardian LTC Management, Inc.

On September 30, 2008, we completed a $40.0 million investment with subsidiaries of Guardian LTC Management, Inc. ("Guardian"), an existing operator. The transaction involved the sale and leaseback of four SNFs, one ALF and one ILF all located in Pennsylvania. The facilities and related $4.0 million of initial annual rent were added to an existing master lease with Guardian. The amended and restated master lease now includes 21 facilities and $15.7 million of annual rent, with annual escalators. In addition, the master lease term was extended from August 2016 through September 30, 2018.

Transition of Haven Properties to Formation/Genesis

In January 2008, we purchased from General Electric Capital Corporation ("GE Capital") a $39.0 million mortgage loan due October 2012 on seven (7) facilities then operated by Haven Eldercare, LLC ("Haven"). Prior to the acquisition of this mortgage, we had a $22.8 million second mortgage on these facilities, resulting in a combined $61.8 million mortgage on these facilities immediately following the purchase from GE Capital. In conjunction with the above noted mortgage and purchase option and the application of FIN 46R, we consolidated the financial statements and real estate of the Haven entity that was the obligor under this mortgage loan into our financial statements. See Note 1 – Organization and Basis of Presentation for additional discussion regarding the impact of the consolidation of this entity. On July 7, 2008, we took ownership and/or possession of the Haven facilities and TC Healthcare assumed operations of the facilities. As a result of our taking ownership and/or possession of the Haven facilities, effective July 7, 2008, we were no longer required to consolidate the Haven entity pursuant to FIN 46R. Our prior consolidation of the Haven entity under the mortgage loan resulted in the following adjustments to our consolidated balance sheet as of December 31, 2007: (i) an increase in total gross investments of $39.0 million; (ii) an increase in accumulated depreciation of $3.1 million; (iii) an increase in Accounts receivable – net of $0.4 million; (iv) an increase in Other long-term borrowings of $39.0 million; and (v) a reduction of $2.7 million in Cumulative net earnings primarily due to increased depreciation expense. Our results of operation reflect the impact of the consolidation of this Haven entity for the period from January 1, 2008 through July 7, 2008 and the twelve- month periods ended December 31, 2007, respectively. In 2007, the Haven facilities represented 9% of our total investment and 8% of our operating revenue.

From November 2007 until July 7, 2008, affiliates of Haven, one of our operators/lessees/mortgagors, operated under Chapter 11 bankruptcy protection. Commencing in February 2008, the assets of Haven were marketed for sale via an auction process to be conducted through proceedings established by the bankruptcy court. The auction process failed to produce a qualified buyer. As a result, and pursuant to our rights as ordered by the bankruptcy court, Haven moved the bankruptcy court to authorize us to credit bid certain of the indebtedness that Haven owed to us in exchange for taking ownership of and transitioning certain of the assets of Haven to a new entity in which we have a substantial economic interest, all of which was approved by the bankruptcy court on July 4, 2008. Effective July 7, 2008, we took ownership and/or possession of 15 facilities previously operated by Haven, and a new entity and interim operator in which we have a substantial economic interest (TC Healthcare) began operating these facilities on our behalf through an independent contractor. For financial reporting purposes, the financial statements of TC Healthcare, the new entity and interim operator which assumed the operations of these facilities on our behalf will be consolidated into our financial statements in accordance with FIN 46R beginning on July 7, 2008. Effective September 1, 2008, TC Healthcare transferred the operations of 13 of the 15 facilities it operated to affiliates of Formation Capital ("Formation"). Therefore, beginning on September 1, 2008, TC Healthcare includes only the financial results of the two remaining facilities that are currently pending state approval prior to the transfer of these facilities.

In January 2008, Haven entered into a debtors-in-possession financing ("DIP") agreement with us and one other financial institution (collectively, the "DIP Lenders"), in which our initial participation was approximately $5.0 million of a $50.0 million total commitment. The agreement was originally scheduled to mature in June 2008 and yield an interest rate of prime plus 3%. On June 4, 2008, the DIP Lenders and Haven amended the DIP agreement (the "Amended DIP") which, among other things, extended the term to allow Haven additional time to sell its assets. As collateral for the Amended DIP, we received the right to use all facility accounts receivable generated from the Omega facilities from June 4, 2008 to satisfy any of our post-June 3, 2008 advances. As of December 31, 2008, we had collected all outstanding balances on the DIP agreement and had $1.2 million net outstanding related to the Amended DIP.

We entered into a Master Transaction Agreement ("MTA") to re-lease the Haven facilities to affiliates of Formation. The 15 properties consist of 14 SNFs and one ALF, and are located in Connecticut (5), Rhode Island (4), New Hampshire (3), Vermont (2) and Massachusetts (1). As part of the transaction, Genesis Healthcare ("Genesis") has entered into a long-term management agreement with Formation to oversee the day-to-day operations of each of these facilities. As of September 30, 2008, we have completed the operational transfer of 13 of the 15 Haven facilities with an annual rent of approximately $10.1 million. The operational transfer for the two remaining facilities in Vermont is subject to the receipt of appropriate regulatory approvals, which is expected sometime in the near future. Annual rent for the facilities that have not closed due to regulatory requirements is approximately $2.0 million.

The master lease with Formation has an initial term of 10 years with initial annual rent of approximately $12.0 million upon regulatory approval for all facilities. In addition, Formation has an option after the initial 12 months of the lease to convert eight of the leased facilities into mortgaged properties, with economic terms substantially similar to that of the original lease.

Other Formation Capital Facilities

On December 31, 2008, we acquired two SNFs in West Virginia, totaling 291 beds, for approximately $19.5 million, from an unrelated third party and leased the facility to Formation. These facilities were added to Formation's existing master lease and provides for an additional $2.4 million of cash rent annually starting January 1, 2009.

Longwood Management Corporation

On September 17, 2008, we purchased the land that our Pico Rivera facility is located on in California, for approximately $1 million.

Sun Healthcare Group, Inc.

On February 1, 2008, we amended our master lease with Sun primarily to: (i) consolidate three existing master leases into one master lease; (ii) extend the lease terms of the agreement through September 2017 for facilities acquired in August 2006; and (iii) allow for the sale of two rehabilitation hospitals currently operated by Sun. On July 1, 2008, the two rehabilitation hospitals were sold for approximately $29.0 million. As a result of the sale, contractual rent decreased by $1.7 million annually beginning July 1, 2008.

Assets Held for Sale

At December 31, 2008, we had one facility that we are marketing for sale, classified as held for sale with a net book value of approximately $0.2 million. In 2008, we recorded an impairment reserve of $0.2 million to reduce the carrying value to our held-for-sale facility to its estimated fair market value.

Asset Sales

- On January 31, 2008, we sold one SNF in California for approximately $1.5 million resulting in a gain of approximately $0.4 million, which was included in our gain/loss from discontinued operations. For additional information, see Note 19 – Discontinued Operations.
- On February 1, 2008, we sold one SNF in California for approximately $1.5 million resulting in a gain of approximately $46 thousand.
- On July 1, 2008, we sold two rehabilitation hospitals in California for approximately $29.0 million resulting in a gain of approximately $12.3 million.
- On September 29, 2008, we sold one SNF in Texas for approximately $0.1 million resulting in a loss of approximately $0.5 million.

Results of Operations

The following is our discussion of the consolidated results of operations, financial position and liquidity and capital resources, which should be read in conjunction with our audited consolidated financial statements and accompanying notes.

Year Ended December 31, 2008 compared to Year Ended December 31, 2007

Operating Revenues

Our operating revenues for the year ended December 31, 2008, were $193.8 million, an increase of $34.2 million over the same period in 2007. Detailed changes in operating revenues for the year ended December 31, 2008 are as follows:

- Rental income was $155.8 million, an increase of $3.7 million over the same period in 2007. The increase is primarily due to: (i) additional rental income from the acquisitions of one SNF in January 2008, seven SNFs, one ALF and one rehabilitation hospital in April 2008 and four SNFs, one ALF and one ILF in September 2008, which were all leased to existing operators and (ii) an amendment to an existing operator's lease that extended the terms of the lease agreement and increased the annual rent starting in the first quarter of 2008. Offsetting the increase were (i) the first quarter 2007 reversal of approximately $5.0 million in allowance for straight-line rent, resulting from an improvement in one of our operator's financial condition in 2007, (ii) the 2008 reduction of rent related to the bankruptcy of Haven and (iii) the sale of the two rehabilitation hospitals in 2008.
- Mortgage interest income totaled $9.6 million, an increase of $5.7 million over the same period in 2007. The increase was primarily the result of the mortgage financing of seven new facilities in April 2008.
- Other investment income totaled $2.0 million, a decrease of $0.8 million over the same period in 2007. The primary reason for the decrease was the payoff of notes from our existing operators.
- Miscellaneous revenue was $2.2 million, an increase of $1.4 million over the same period in 2007. The primary reason for the increase was the payment of the Haven facilities' late fees and penalties related to their bankruptcy.
- Nursing home revenues of owned and operated assets was $24.2 million in 2008 compared to no revenue in 2007. See Note 1 – Organization and Basis of Presentation for additional information regarding the consolidation of this entity.

Operating Expenses

Operating expenses for the year ended December 31, 2008, were $89.0 million, an increase of approximately $40.5 million over the same period in 2007. Detailed changes in our operating expenses for the year ended December 31, 2008 versus the same period in 2007 are as follows:

- Our depreciation and amortization expense was $39.9 million, compared to $36.0 million for the same period in 2007. The increase is due to the acquisitions of one SNF in January 2008, seven SNFs, one ALF and one rehabilitation hospital in April 2008 and four SNFs, one ALF and one ILF in September 2008.
- Our general and administrative expense, when excluding stock-based compensation expense related to restricted stock units, was $9.6 million, compared to $9.7 million for the same period in 2007.
- Our restricted stock-based compensation expense was $2.1 million, an increase of $0.7 million over the same period in 2007. The increase primarily related to four additional months of expense in 2008 versus 2007. In May 2007, we entered into a new restricted stock agreement with executives of the Company.
- In 2008, we recorded $5.6 million of provision for impairment, compared to $1.4 million for the same period in 2007.
- In 2008, we recorded $4.3 million of provision for uncollectible accounts receivable associated with Haven. The provision consisted of $3.3 million associated with straight-line receivables and $1.0 million in pre-petition contractual receivables.
- Nursing home expenses of owned and operated assets was $27.6 million in 2008 compared to no expense in 2007. See Note 1 – Organization and Basis of Presentation for additional information regarding the consolidation of this entity.

Other Income (Expense)

For the year ended December 31, 2008, our total other net expenses were $39.0 million as compared to $43.8 million for the same period in 2007, a decrease of $4.9 million. The decrease was primarily due to lower average LIBOR interest rates on our outstanding borrowings and $0.5 million associated with cash received for a legal settlement in the second quarter of 2008.

2008 Taxes

So long as we qualify as a real estate investment trust ("REIT"), we generally will not be subject to Federal income taxes on the REIT taxable income that we distribute to stockholders, subject to certain exceptions. For tax year 2008, preferred and common dividend payments of $98.1 million made throughout 2008 satisfy the 2008 REIT requirements relating to qualifying income. We are permitted to own up to 100% of a taxable REIT subsidiary ("TRS"). Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The TRS had a net operating loss carry-forward as of December 31, 2008 of $1.1 million. The loss carry-forward was fully reserved with a valuation allowance due to uncertainties regarding realization. We recorded interest and penalty charges associated with tax matters as income tax expense.

Income from continuing operations

Income from continuing operations for the year ended December 31, 2008 was $77.7 million compared to $67.6 million for the same period in 2007. The increase in income from continuing operations is the result of the factors described above.

2008 Discontinued Operations

Discontinued operations relate to properties we disposed of or plan to dispose of and are currently classified as assets held for sale.

For the year ended December 31, 2008, discontinued operations include the one month revenue of $15 thousand and a gain of $0.4 million on the sale of one SNF.

For the year ended December 31, 2007, discontinued operations include the revenue of $0.2 million and expense of $31 thousand and a gain of $1.6 million on the sale of four SNFs and two ALFs.

For additional information, see Note 19 – Discontinued Operations.

Funds From Operations

Our funds from operations available to common stockholders ("FFO"), for the year ended December 31, 2008, was $98.1 million, compared to $93.5 million for the same period in 2007.

We calculate and report FFO in accordance with the definition and interpretive guidelines issued by the National Association of Real Estate Investment Trusts ("NAREIT"), and, consequently, FFO is defined as net income available to common stockholders, adjusted for the effects of asset dispositions and certain non-cash items, primarily depreciation and amortization. We believe that FFO is an important supplemental measure of our operating performance. Because the historical cost accounting convention used for real estate assets requires depreciation (except on land), such accounting presentation implies that the value of real estate assets diminishes predictably over time, while real estate values instead have historically risen or fallen with market conditions. The term FFO was designed by the real estate industry to address this issue. FFO herein is not necessarily comparable to FFO of other REITs that do not use the same definition or implementation guidelines or interpret the standards differently from us.

We use FFO as one of several criteria to measure the operating performance of our business. We further believe that by excluding the effect of depreciation, amortization and gains or losses from sales of real estate, all of which are based on historical costs and which may be of limited relevance in evaluating current performance, FFO can facilitate comparisons of operating performance between periods and between other REITs. We offer this measure to assist the users of our financial statements in evaluating our financial performance under GAAP, and FFO should not be considered a measure of liquidity, an alternative to net income or an indicator of any other performance measure determined in accordance with GAAP. Investors and potential investors in our securities should not rely on this measure as a substitute for any GAAP measure, including net income.

The following table presents our FFO results for the years ended December 31, 2008 and 2007:

	Year Ended December 31,	
	2008	**2007**
	(in thousands)	
Net income available to common	$ 70,551	$ 59,451
Deduct gain from real estate dispositions[1]	(12,292)	(1,994)
	58,259	57,457
Elimination of non-cash items included in net income:		
Depreciation and amortization[2]	39,890	36,056
Funds from operations available to common stockholders	$ 98,149	$ 93,513

(1) The deduction of the gain from real estate dispositions includes the facilities classified as discontinued operations in our consolidated financial statements. The gain deducted includes $0.4 million gain and $1.6 million gain related to facilities classified as discontinued operations for the year ended December 31, 2008 and 2007, respectively.

(2) The add back of depreciation and amortization includes the facilities classified as discontinued operations in our consolidated financial statements. FFO for 2008 and 2007 includes depreciation and amortization of $0 and $28 thousand, respectively, related to facilities classified as discontinued operations.

Year Ended December 31, 2007 compared to Year Ended December 31, 2006

Operating Revenues

Our operating revenues for the year ended December 31, 2007 totaled $159.6 million, an increase of $24.0 million over the same period in 2006. The $24.0 million increase was primarily a result of new investments made throughout 2006 and 2007, a change in an accounting estimate related to one of our operators, partially offset by reduction in mortgage interest income and restructuring associated with the Advocat securities we owned.

Detailed changes in operating revenues for the year ended December 31, 2007 are as follows:

- Rental income was $152.1 million, an increase of $25.2 million over the same period in 2006. The increase is primarily due to additional rental income from the third quarter 2006 acquisition of 30 SNFs and one independent living center from Litchfield Investment Company, LLC and its affiliates ("Litchfield"), the third quarter 2007 acquisition of five SNFs from Litchfield and a change in accounting estimate related to one of our operators as more fully disclosed in Note 3 – Properties and Note 2 – Summary of Significant Accounting Policies. During the first quarter of 2007, we determined that we should reverse approximately $5.0 million of allowance previously established for straight-line rent, as a result of an improvement in Advocat's financial condition.
- Mortgage interest income totaled $3.9 million, a decrease of $0.5 million over the same period in 2006. The decrease was primarily the result of a $10.0 million loan payoff that occurred in the second quarter of 2006.
- Other investment income totaled $2.8 million, a decrease of $0.9 million over the same period in 2006. The primary reason for the decrease was due to restructuring Advocat securities we owned.
- Miscellaneous revenue was $0.8 million, an increase of $0.3 million over the same period in 2006.

Operating Expenses

Operating expenses for the year ended December 31, 2007 totaled $48.5 million, an increase of approximately $1.9 million over the same period in 2006. The increase was primarily due to $4.0 million of increased depreciation expense and a $1.4 million provision for impairment on real estate properties, offset by a reduction of $3.1 million of restricted stock-based compensation expense compared to 2006.

Detailed changes in our operating expenses for the year ended December 31, 2007 versus the same period in 2006 are as follows:

- Our depreciation and amortization expense was $36.0 million, compared to $32.1 million for the same period in 2006. The increase is due to the third quarter 2006 acquisition of 30 SNFs and one independent living center and the third quarter 2007 acquisition of the five Litchfield facilities.
- Our general and administrative expense, when excluding stock-based compensation expense related to performance restricted stock units, was $9.7 million, compared to $9.2 million for the same period in 2006. The increase was primarily due to additional personnel costs related to additional personnel and annual merit increases, offset by reduction in consulting costs, primarily associated with the 2006 restatement.
- Our restricted stock-based compensation expense was $1.4 million, a decrease of $3.1 million over the same period in 2006. The decrease primarily relates to the third quarter 2006 vesting of performance awards granted to executives in 2004.
- In 2006, we recorded $0.8 million of provision for uncollectible notes receivable.

Other Income (Expense)

For the year ended December 31, 2007, our total other net expenses were $43.8 million as compared to $31.8 million for the same period in 2006. The significant changes are as follows:

- Our interest expense, excluding amortization of deferred costs and refinancing related interest expenses, for the year ended December 31, 2007 was $42.1 million, compared to $42.2 million for the same period in 2006.
- For the year ended December 31, 2006, we sold our remaining 760,000 shares of Sun's common stock we owned for approximately $7.6 million, realizing a gain on the sale of these securities of approximately $2.7 million.
- For the year ended December 31, 2006 in accordance with FAS No. 133, we recorded a $9.1 million fair value adjustment to reflect the change in fair value during 2006 of our derivative instrument (i.e., the conversion feature of a redeemable convertible preferred stock security in Advocat, a publicly traded company; see Note 6 – Other Investments).
- For the year ended December 31, 2006, we recorded a $3.6 million gain on Advocat securities (see Note 6 – Other Investments).
- For the year ended December 31, 2006, we recorded $0.8 million of non-cash charge associated with the redemption of the remaining 20.7% of our $100 million aggregate principal amount of 6.95% unsecured notes due 2007 not otherwise tendered in 2005.
- For the year ended December 31, 2006, we recorded a one time, non-cash charge of approximately $2.7 million relating to the write-off of deferred financing costs associated with the termination of our prior credit facility.

2007 Taxes

As more fully disclosed under "Taxation – Resolution of Related Party Tenant Issue" in Item 1 above, during the fourth quarter of 2006, we identified a related party tenant issue with one of our operators, Advocat, that could have been interpreted as affecting our compliance with federal income tax rules applicable to REITs regarding related party tenant income. As a result of the related party tenant issue, we recorded a provision for income taxes of $2.3 million in 2006. During the fourth quarter of 2006, we restructured our agreement with Advocat and have been advised by tax counsel that we will not receive a nonqualifying related party income from Advocat in future periods. As a result of the restructured agreement, we do not expect to incur tax expense associated related party tenant income in periods commencing after January 1, 2007. During the fourth quarter of 2007, we entered into a closing agreement with the IRS for the tax years 2002-2006. In 2007, we recorded $7 thousand of tax credit related to resolving interest and penalties for the tax years 2002-2006.

So long as we qualify as a REIT we generally will not be subject to Federal income taxes on the REIT taxable income that we distribute to stockholders, subject to certain exceptions. For tax year 2007, preferred and common dividend payments of $81.3 million made throughout 2007 satisfy the 2007 REIT requirements relating to qualifying income. We are permitted to own up to 100% of a TRS. Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The TRS had a net operating loss carry-forward as of December 31, 2007 of $1.1 million. The loss carry-forward was fully reserved with a valuation allowance due to uncertainties regarding realization. We recorded interest and penalty charges associated with tax matters as income tax expense.

Income from continuing operations

Income from continuing operations for the year ended December 31, 2007 was $67.6 million compared to $55.9 million for the same period in 2006. The increase in income from continuing operations is the result of the factors described above.

2007 Discontinued Operations

Discontinued operations relate to properties we disposed of or plan to dispose of and are currently classified as assets held for sale.

For the year ended December 31, 2007, discontinued operations include the revenue of $0.2 million and expense of $31 thousand and a gain of $1.6 million on the sale of four SNFs and two ALFs.

For the year ended December 31, 2006, discontinued operations include the revenue of $0.6 million and expense of $0.9 million and a gain of $0.2 million on the sale of three SNFs and one ALF.

For additional information, see Note 19 – Discontinued Operations.

Funds From Operations

Our FFO, for the year ended December 31, 2007, was $93.5 million, compared to $76.7 million for the same period in 2006.

We calculate and report FFO in accordance with the definition and interpretive guidelines issued by the NAREIT, and, consequently, FFO is defined as net income available to common stockholders, adjusted for the effects of asset dispositions and certain non-cash items, primarily depreciation and amortization. We believe that FFO is an important supplemental measure of our operating performance. Because the historical cost accounting convention used for real estate assets requires depreciation (except on land), such accounting presentation implies that the value of real estate assets diminishes predictably over time, while real estate values instead have historically risen or fallen with market conditions. The term FFO was designed by the real estate industry to address this issue. FFO herein is not necessarily comparable to FFO of other REITs that do not use the same definition or implementation guidelines or interpret the standards differently from us.

We use FFO as one of several criteria to measure the operating performance of our business. We further believe that by excluding the effect of depreciation, amortization and gains or losses from sales of real estate, all of which are based on historical costs and which may be of limited relevance in evaluating current performance, FFO can facilitate comparisons of operating performance between periods and between other REITs. We offer this measure to assist the users of our financial statements in evaluating our financial performance under GAAP, and FFO should not be considered a measure of liquidity, an alternative to net income or an indicator of any other performance measure determined in accordance with GAAP. Investors and potential investors in our securities should not rely on this measure as a substitute for any GAAP measure, including net income.

The following table presents our FFO results for the years ended December 31, 2007 and 2006:

	Year Ended December 31,	
	2007	**2006**
	(in thousands)	
Net income available to common	$ 59,451	$ 45,774
Deduct gain from real estate dispositions[(1)]	(1,994)	(1,354)
	57,457	44,420
Elimination of non-cash items included in net income:		
Depreciation and amortization[(2)]	36,056	32,263
Funds from operations available to common stockholders	$ 93,513	$ 76,683

(1) The deduction of the gain from real estate dispositions includes the facilities classified as discontinued operations in our consolidated financial statements. The gain deducted includes $1.6 million gain and $0.2 million gain related to facilities classified as discontinued operations for the year ended December 31, 2007 and 2006, respectively.

(2) The add back of depreciation and amortization includes the facilities classified as discontinued operations in our consolidated financial statements. FFO for 2007 and 2006 includes depreciation and amortization of $28 thousand and $0.2 million, respectively, related to facilities classified as discontinued operations.

Liquidity and Capital Resources

At December 31, 2008, we had total assets of $1.4 billion, stockholders' equity of $788.0 million and debt of $548.2 million, representing approximately 41.0% of total capitalization.

The following table shows the amounts due in connection with the contractual obligations described below as of December 31, 2008.

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
			(in thousands)		
Long-term debt[1]	$ 548,500	$ -	$ 63,500	$ -	$ 485,000
Operating lease obligations	3,214	209	582	614	1,809
Total	$ 551,714	$ 209	$ 64,082	$ 614	$ 486,809

(1) The $548.5 million includes $310 million aggregate principal amount of 7% Senior Notes due April 2014, $175 million aggregate principal amount of 7% Senior Notes due January 2016, $63.5 million in borrowings under the $255 million revolving senior secured credit facility that matures in March 2010.

Financing Activities and Borrowing Arrangements

Bank Credit Agreements

At December 31, 2008, we had $63.5 million outstanding under our $255.0 million revolving senior secured credit facility ("Credit Facility") and no letters of credit outstanding, leaving availability of $191.5 million. The $63.5 million of outstanding borrowings had a blended interest rate of 2.0% at December 31, 2008. Borrowings under the credit agreement are due March 2010.

The Credit Agreement (the "Credit Agreement") that governs our Credit Facility allowed us to increase our available borrowing base under the credit agreement from $200.0 million up to an aggregate of $300.0 million, subject to certain conditions. Effective February 22, 2007, we exercised our right to increase the available revolving commitment under the Credit Agreement from $200.0 million to $255.0 million and we consented to the addition of 18 of our properties to the borrowing base assets under the Credit Agreement. At December 31, 2008, we had real estate assets with a gross book value of $271.5 million pledged as collateral for the Credit Facility. At December 31, 2008 and 2007, we had letters of credit outstanding of $0.0 million and $2.1 million, respectively.

For the years ended December 31, 2008 and 2007, the weighted average interest rates with respect to the Credit Facility were 3.89% and 6.70%, respectively.

Our long-term borrowings require us to meet certain property level financial covenants and corporate financial covenants, including prescribed leverage, fixed charge coverage, minimum net worth, limitations on additional indebtedness and limitations on dividend payouts. As of December 31, 2008, we were in compliance with all property level and corporate financial covenants.

Equity Financing

On October 16, 2008, we purchased 400,000 shares of our Series D Preferred Stock (NYSE:OHI PrD) at a price of $18.90 per share. The liquidation preference for the Series D Preferred Stock ("Series D") is $25.00 per share. The purchase of the Series D Preferred Stock shares resulted in a fourth quarter 2008 gain of approximately $2.1 million, net of a non-cash charge of $0.3 million reflecting the write-off of the pro-rata portion of the original issuance costs of the Series D Preferred Stock.

On September 19, 2008, we closed an underwritten public offering of 6.0 million shares our common stock at $16.37 per share. The net proceeds, after deducting underwriting discounts and offering expenses, were approximately $96.9 million. The net proceeds were used to repay indebtedness under our senior credit facility and for working capital and general corporate purposes.

On May 6, 2008, we have issued 5.9 million shares of our common stock at $16.93 per share, in a registered direct placement to a number of institutional investors. The net proceeds from the offering were approximately $98.8 million, after deducting the placement agent's fee and other estimated offering expense. The net proceeds were used to repay indebtedness under our senior credit facility.

Dividend Reinvestment and Common Stock Purchase Plan

We have a Dividend Reinvestment and Common Stock Purchase Plan (the "DRSPP") that allows for the reinvestment of dividends and the optional purchase of our common stock. For the twelve- month period ended December 31, 2008, we issued 2,067,809 shares of common stock for approximately $34.1 million in net proceeds.

On October 29, 2008, we announced the immediate suspension of the optional cash purchase component of our DRSPP until further notice. Dividend reinvestment and all other features of the DRSPP will continue as set forth in the DRSPP, including sales, transfers and certificate issuances of stock held in participant accounts.

Stockholders participating in the DRSPP who have elected to reinvest dividends will continue to have cash dividends reinvested in accordance with the DRSPP.

Dividends

In order to qualify as a REIT, we are required to distribute dividends (other than capital gain dividends) to our stockholders in an amount at least equal to (A) the sum of (i) 90% of our "REIT taxable income" (computed without regard to the dividends paid deduction and our net capital gain), and (ii) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of non-cash income. In addition, if we dispose of any built-in gain asset during a recognition period, we will be required to distribute at least 90% of the built-in gain (after tax), if any, recognized on the disposition of such asset. Such distributions must be paid in the taxable year to which they relate, or in the following taxable year if declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after such declaration. In addition, such distributions are required to be made pro rata, with no preference to any share of stock as compared with other shares of the same class, and with no preference to one class of stock as compared with another class except to the extent that such class is entitled to such a preference. To the extent that we do not distribute all of our net capital gain or do distribute at least 90%, but less than 100% of our "REIT taxable income," as adjusted, we will be subject to tax thereon at regular ordinary and capital gain corporate tax rates. In addition, our Credit Facility has certain financial covenants that limit the distribution of dividends paid during a fiscal quarter to no more than 95% of our aggregate cumulative FFO as defined in the credit agreement, unless a greater distribution is required to maintain REIT status. The Credit Agreement defines FFO as net income (or loss) plus depreciation and amortization and shall be adjusted for charges related to: (i) restructuring our debt; (ii) redemption of preferred stock; (iii) litigation charges up to $5.0 million; (iv) non-cash charges for accounts and notes receivable up to $5.0 million; (v) non-cash compensation related expenses; (vi) non-cash impairment charges; and (vii) tax liabilities in an amount not to exceed $8.0 million. In 2008, we paid dividends of $1.19 per share of common stock and $2.09 per share of preferred stock. In 2008, we paid a total of $98.1 million in dividends to common and preferred stockholders.

Liquidity

We believe our liquidity and various sources of available capital, including cash from operations, our existing availability under our Credit Facility and expected proceeds from mortgage payoffs are more than adequate to finance operations, meet recurring debt service requirements and fund future investments through the next twelve months.

We regularly review our liquidity needs, the adequacy of cash flow from operations, and other expected liquidity sources to meet these needs. We believe our principal short-term liquidity needs are to fund:

- normal recurring expenses;
- debt service payments;
- preferred stock dividends;
- common stock dividends; and
- growth through acquisitions of additional properties.

The primary source of liquidity is our cash flows from operations. Operating cash flows have historically been determined by: (i) the number of facilities we lease or have mortgages on; (ii) rental and mortgage rates; (iii) our debt service obligations; and (iv) general and administrative expenses. The timing, source and amount of cash flows provided by financing activities and used in investing activities are sensitive to the capital markets environment, especially to changes in interest rates. Changes in the capital markets environment may impact the availability of cost-effective capital and affect our plans for acquisition and disposition activity.

Cash and cash equivalents totaled $0.2 million as of December 31, 2008, a decrease of $1.8 million as compared to the balance at December 31, 2007. The following is a discussion of changes in cash and cash equivalents due to operating, investing and financing activities, which are presented in our Consolidated Statement of Cash Flows.

Operating Activities – Net cash flow from operating activities generated $89.3 million for the year ended December 31, 2008, as compared to $84.5 million for the same period in 2007, an increase of $4.8 million. The increase is primarily due to additional cash flow resulting from new investments.

Investing Activities – Net cash flow used in investing activities was an outflow of $187.1 million for the year ended December 31, 2008, as compared to an outflow of $29.9 million for the same period in 2007. The increase in cash outflow from investing activities of $157.2 million relates primarily to: (i) the level of acquisition of $112.8 million in real estate in 2008 compared to $39.5 million in 2007, (ii) the $74.9 million mortgage loan with one of our operators; (iii) the investment of $17.5 million in capital improvements and renovations in 2008 compared to $8.6 million in 2007; and (iv) the investment in a debtor-in-possession note with one of our operators in 2008; offset by change in net proceeds for the sales of real estate of $22.9 million and net change in collection of mortgage principal of $5.2 million.

In 2008, we acquired one SNF for $5.2 million in the first quarter of 2008, nine facilities for $47.4 million in the second quarter of 2008, six facilities for $40 million in the third quarter of 2008 and two SNFs for approximately $19.5 million in the fourth quarter of 2008. In 2007, we acquired five SNFs for approximately $39.5 million. In 2008, we sold two rehabilitation hospitals and three SNFs for approximately $31.9 million compared to sales of six SNFs and two ALFs in 2007 for approximately $9.0 million.

Financing Activities – Net cash flow from financing activities was an inflow of $96.0 million for the year ended December 31, 2008 as compared to an outflow of $53.4 million for the year ended December 31, 2007. The $149.4 million change in financing cash flow was a result of an increase in dividend reinvestment proceeds of $15.2 million and an increase in common stock offering of $82.8 million. In 2007 and 2008, we used the proceeds of the equity offerings to repay debt. In 2008, dividend payments increased by $16.8 million as a result of the equity issuances and increased dividend per share, and we also paid $7.6 million to purchase a portion of our Series D preferred stock.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (“GAAP”) in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Our significant accounting policies are described in Note 2 – Summary of Significant Accounting Policies. These policies were followed in preparing the consolidated financial statements for all periods presented. Actual results could differ from those estimates.

We have identified four significant accounting policies that we believe are critical accounting policies. These critical accounting policies are those that have the most impact on the reporting of our financial condition and those requiring significant assumptions, judgments and estimates. With respect to these critical accounting policies, we believe the application of judgments and assessments is consistently applied and produces financial information that fairly presents the results of operations for all periods presented. The four critical accounting policies are:

Revenue Recognition

We have various different investments that generate revenue, including leased and mortgaged properties, as well as, other investments, including working capital loans. We recognized rental income and mortgage interest income and other investment income as earned over the terms of the related master leases and notes, respectively.

Substantially all of our leases contain provisions for specified annual increases over the rents of the prior year and are generally computed in one of three methods depending on specific provisions of each lease as follows: (i) a specific annual increase over the prior year's rent, generally 2.5%; (ii) an increase based on the change in pre-determined formulas from year to year (i.e., such as increases in the CPI); or (iii) specific dollar increases over prior years. Revenue under lease arrangements with specific determinable increases is recognized over the term of the lease on a straight-line basis. SEC Staff Accounting Bulletin No. 101, *Revenue Recognition in Financial Statements* does not provide for the recognition of contingent revenue until all possible contingencies have been eliminated. We consider the operating history of the lessee, the payment history, the general condition of the industry and various other factors when evaluating whether all possible contingencies have been eliminated. We do not include contingent rents as income until the contingencies are resolved.

In the case of rental revenue recognized on a straight-line basis, we generally record reserves against earned revenues from leases when collection becomes questionable or when negotiations for restructurings of troubled operators result in significant uncertainty regarding ultimate collection. The amount of the reserve is estimated based on what management believes will likely be collected. We continually evaluate the collectability of our straight-line rent assets. If it appears that we will not collect future rent due under our leases, we will record a provision for loss related to the straight-line rent asset.

Recognizing rental income on a straight-line basis results may cause recognized revenue to exceed contractual amounts due from our tenants. Such cumulative excess amounts are included in accounts receivable and were $43.1 million and $33.9 million, net of allowances, at December 31, 2008 and 2007, respectively.

Gains on sales of real estate assets are recognized pursuant to the provisions of SFAS No. 66, *Accounting for Sales of Real Estate ("SFAS No.66")*. The specific timing of the recognition of the sale and the related gain is measured against the various criteria in SFAS No. 66 related to the terms of the transactions and any continuing involvement associated with the assets sold. To the extent the sales criteria are not met, we defer gain recognition until the sales criteria are met.

Nursing home revenues of owned and operated assets consist of long-term care revenues, rehabilitation therapy services revenues, temporary medical staffing services revenues and other ancillary services revenues. The revenues are recognized as services are provided. Revenues are recorded net of provisions for discount arrangements with commercial payors and contractual allowances with third-party payors, primarily Medicare and Medicaid. Revenues realizable under third-party payor agreements are subject to change due to examination and retroactive adjustment. Estimated third-party payor settlements are recorded in the period the related services are rendered. The methods of making such estimates are reviewed periodically, and differences between the net amounts accrued and subsequent settlements or estimates of expected settlements are reflected in the current period results of operations. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. For additional information, see Note 4 – Owned and Operated Assets.

Depreciation and Asset Impairment

Under GAAP, real estate assets are stated at the lower of depreciated cost or fair value, if deemed impaired. Depreciation is computed on a straight-line basis over the estimated useful lives of 20 to 40 years for buildings and improvements and three to 10 years for furniture, fixtures and equipment. Management periodically, but not less than annually, evaluates our real estate investments for impairment indicators, including the evaluation of our assets' useful lives. The judgment regarding the existence of impairment indicators is based on factors such as, but not limited to, market conditions, operator performance and legal structure. If indicators of impairment are present, management evaluates the carrying value of the related real estate investments in relation to the future undiscounted cash flows of the underlying facilities. Provisions for impairment losses related to long-lived assets are recognized when expected future undiscounted cash flows are determined to be permanently less than the carrying values of the assets. An adjustment is made to the net carrying value of the leased properties and other long-lived assets for the excess of historical cost over fair value**.** The fair value of the real estate investment is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses. All impairments are taken as a period cost at that time, and depreciation is adjusted going forward to reflect the new value assigned to the asset.

If we decide to sell rental properties or land holdings, we evaluate the recoverability of the carrying amounts of the assets. If the evaluation indicates that the carrying value is not recoverable from estimated net sales proceeds, the property is written down to estimated fair value less costs to sell. Our estimates of cash flows and fair values of the properties are based on current market conditions and consider matters such as rental rates and occupancies for comparable properties, recent sales data for comparable properties, and, where applicable, contracts or the results of negotiations with purchasers or prospective purchasers.

For the years ended December 31, 2008, 2007, and 2006, we recognized impairment losses of $5.6 million, $1.4 million and $0.5 million, respectively, including amounts classified within discontinued operations.

Loan Impairment

Management, periodically but not less than annually, evaluates our outstanding loans and notes receivable. When management identifies potential loan impairment indicators, such as non-payment under the loan documents, impairment of the underlying collateral, financial difficulty of the operator or other circumstances that may impair full execution of the loan documents, and management believes it is probable that all amounts will not be collected under the contractual terms of the loan, the loan is written down to the present value of the expected future cash flows. In cases where expected future cash flows are not readily determinable, the loan is written down to the fair value of the collateral. The fair value of the loan is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses. We recorded loan impairments of $0.0 million, $0.0 million and $0.8 million for the years ended December 31, 2008, 2007 and 2006, respectively.

We currently account for impaired loans using the cost-recovery method applying cash received against the outstanding principal balance prior to recording interest income (see Note 6 – Other Investments). At December 31, 2008 and 2007, we had total reserves of approximately $2.2 million on two working capital notes.

Assets Held for Sale and Discontinued Operations

Pursuant to the provisions of SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* , the operating results of specified real estate assets that have been sold, or otherwise qualify as held for disposition (as defined by SFAS No. 144), are reflected as assets held for sale in our balance sheet. Assets that qualify as held for sale may also be considered as a discontinued operation if, (a) the operation and cash flows of the asset have been or will be eliminated from future operations and (b) we will not have significant involvement with the asset after its disposition. For assets that qualify as discontinued operations, we have reclassified the operations of those assets to discontinued operations in the consolidated statements of income for all periods presented and assets held for sale in the consolidated balance sheet for all periods presented.

For the year ended December 31, 2008, we had one asset held for sale with a net book value of $0.2 million. Discontinued operations includes the one month revenue of $15 thousand and the gain of $0.4 million on the sale of one SNF.

For the year ended December 31, 2007, we had three assets held for sale with a combined net book value of $2.9 million. Discontinued operations includes the revenue of $0.2 million and expense of $31 thousand for 6 facilities. It also includes the gain of $1.6 million on the sale of six SNFs and two ALFs.

For the year ended December 31, 2006, we had seven assets held for sale with a combined net book value of $4.7 million, which includes a reclassification of one asset with a net book value of $1.1 million that was reclassified as held for sale and discontinued operations during 2007. Discontinued operations includes revenue of $0.6 million and expense of $0.9 million and a gain of $0.2 million on the sale of three SNFs and one ALF.

Effects of Recently Issued Accounting Standards

FAS 157 Evaluation

On January 1, 2008, we adopted Financial Accounting Standards Board, (“FASB”), Statement No. 157, *Fair Value Measurements* (“FAS No. 157”). This standard defines fair value, establishes a methodology for measuring fair value and expands the required disclosure for fair value measurements. FAS No. 157 emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and states that a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. This statement applies under other accounting pronouncements that require or permit fair value measurements, the FASB having previously concluded in those pronouncements that fair value is the relevant measurement attribute. Accordingly, this statement does not require any new fair value measurements. The standard applies prospectively to new fair value measurements performed after the required effective dates, which are as follows: (i) on January 1, 2008, the standard applied to our measurements of the fair values of financial instruments and recurring fair value measurements of non-financial assets and liabilities; and (ii) on January 1, 2009, the standard will apply to all remaining fair value measurements, including non-recurring measurements of non-financial assets and liabilities such as measurement of potential impairments of goodwill, other intangible assets and other long-lived assets. It also will apply to fair value measurements of non-financial assets acquired and liabilities assumed in business combinations. We evaluated FAS No. 157 and determined that the adoption of the provisions FAS No. 157 effective on January 1, 2008 and 2009 had no impact on our financial statements.

FAS 159 Evaluation

In February 2007, the FASB issued Statement of Financial Accounting Standards ("SFAS") No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* ("SFAS No. 159"). SFAS No. 159 permits entities to choose to measure certain financial assets and liabilities at fair value, with the change in unrealized gains and losses on items for which the fair value option has been elected reported in earnings. We adopted SFAS No. 159 on January 1, 2008. We evaluated SFAS No. 159 and did not elect the fair value accounting option for any of our eligible assets; therefore, the adoption of SFAS 159 had no impact on our financial statements.

FAS 141(R) Evaluation

On December 4, 2007, the Financial Accounting Standards Board issued Statement No. 141(R), *Business Combinations* ("FAS 141(R)"). The new standard will significantly change the accounting for and reporting of business combination transactions. FAS 141(R) requires companies to recognize, with certain exception, 100 percent of the fair value of the assets acquired, liabilities assumed and non-controlling interest in acquisitions of less than a 100 percent controlling interest when the acquisition constitutes a change in control; measure acquirer shares issued as consideration for a business combination at fair value on the date of the acquisition; recognize contingent consideration arrangements at their acquisition date fair value, with subsequent change in fair value generally reflected in earnings; recognition of reacquisition loss and gain contingencies at their acquisition date fair value; expense as incurred, acquisition related transaction costs. FAS 141(R) is effective for fiscal years beginning after December 15, 2008 and early adoption is prohibited. We intend to adopt the standard on January 1, 2009. We are currently evaluating the impact, if any, that FAS 141(R) will have on our financial statements.

Item 7A - Quantitative and Qualitative Disclosure about Market Risk

We are exposed to various market risks, including the potential loss arising from adverse changes in interest rates. We do not enter into derivatives or other financial instruments for trading or speculative purposes, but we seek to mitigate the effects of fluctuations in interest rates by matching the term of new investments with new long-term fixed rate borrowing to the extent possible.

The following disclosures of estimated fair value of financial instruments are subjective in nature and are dependent on a number of important assumptions, including estimates of future cash flows, risks, discount rates and relevant comparable market information associated with each financial instrument. Readers are cautioned that many of the statements contained in these paragraphs are forward-looking and should be read in conjunction with our disclosures under the heading "Statement Regarding Forward-Looking Disclosure" set forth above. The use of different market assumptions and estimation methodologies may have a material effect on the reported estimated fair value amounts. Accordingly, the estimates presented below are not necessarily indicative of the amounts we would realize in a current market exchange.

Mortgage notes receivable - The fair value of mortgage notes receivable is estimated by discounting the future cash flows using the current rates at which similar loans would be made to borrowers with similar credit ratings and for the same remaining maturities.

Notes receivable - The fair value of notes receivable is estimated by discounting the future cash flows using the current rates at which similar loans would be made to borrowers with similar credit ratings and for the same remaining maturities.

Borrowings under lines of credit arrangement - The fair value of our borrowings under variable rate agreements are estimated using an expected present value technique based on expected cash flows discounted using the current credit-adjusted risk-free rate.

S*enior unsecured notes* - The fair value of the senior unsecured notes is estimated by discounting the future cash flows using the current borrowing rate available for the similar debt.

The market value of our long-term fixed rate borrowings and mortgages is subject to interest rate risks. Generally, the market value of fixed rate financial instruments will decrease as interest rates rise and increase as interest rates fall. The estimated fair value of our total long-term borrowings at December 31, 2008 was approximately $465.5 million. A one percent increase in interest rates would result in a decrease in the fair value of long-term borrowings by approximately $17.6 million at December 31, 2008. The estimated fair value of our total long-term borrowings at December 31, 2007 was approximately $570.2 million, and a one percent increase in interest rates would have resulted in a decrease in the fair value of long-term borrowings by approximately $26.5 million.

While we currently do not engage in hedging strategies, we may engage in such strategies in the future, depending on management's analysis of the interest rate environment and the costs and risks of such strategies.

Item 8 - Financial Statements and Supplementary Data

The consolidated financial statements and the report of Ernst & Young LLP, Independent Registered Public Accounting Firm, on such financial statements are filed as part of this report beginning on page F-1. The summary of unaudited quarterly results of operations for the years ended December 31, 2008 and 2007 is included in Note 17 to our audited consolidated financial statements, which is incorporated herein by reference in response to Item 302 of Regulation S-K.

Item 9 - Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A - Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) are controls and other procedures that are designed to provide reasonable assurance that the information that we are required to disclose in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

In connection with the preparation of our Form 10-K as of and for the year ended December 31, 2008, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2008. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2008.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, a company's principal executive and principal financial officers and effected by a company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

All internal control systems, no matter how well designed, have inherent limitations and can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

In connection with the preparation of our Form 10-K, our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2008. In making that assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework. Based on management's assessment, management believes that, as of December 31, 2008, our internal control over financial reporting was effective based on those criteria.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, we have included above a report of management's assessment of the design and effectiveness of our internal controls as part of this Annual Report on Form 10-K for the fiscal year ended December 31, 2008. Our independent registered public accounting firm also reported on the effectiveness of internal control over financial reporting. The independent registered public accounting firm's attestation report is included in our 2008 financial statements under the caption entitled "Report of Independent Registered Public Accounting Firm" and is incorporated herein by reference.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended December 31, 2008 identified in connection with the evaluation of our disclosure controls and procedures described above that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B - Other Information

Compensation

The Board of Directors has modified the number of shares of restricted stock granted to non-employee directors each year. Commencing in 2009, the Chairman of the Board is entitled to receive a grant of 3,500 shares of restricted stock each year, and each of the other non-employee directors is entitled to receive a grant of 2,100 shares of restricted stock each year. These restricted stock grants were made as of February 3, 2009 and will be made as of January 15 in future years (or if January 15 is not a business day, the next business day).

The Board of Directors of the Company has adopted a Deferred Stock Plan that allows directors and executive officers to defer receipt of stock grants, subject to the terms of the plan and agreements approved by the Compensation Committee of the Board of Directors for such purpose. The terms and conditions will be reflected in a deferral agreement approved by the Compensation Committee. If a participant makes a deferral election, the deferred shares will be issued at a date or event specified in the deferral agreement.

Unless otherwise determined by the Compensation Committee, each stock grant that is deferred will accrue dividend equivalents. The Compensation Committee may provide in the applicable agreement that dividend equivalents will be deferred along with the stock grants or may give the participant the right to elect to receive the dividend equivalents currently or defer them. If a participant makes a deferral election, the dividend equivalents will be deferred until the date or event specified in the participant's agreement. The Compensation Committee may allow a participant to elect, or may require, that deferred dividend equivalents will be converted into common stock under a conversion formula or instead that the dividend equivalents will not be converted but the amount will be increased by an interest rate set by the Compensation Committee.

Litigation Settlement Proceeds

In 1999, we filed suit against a former tenant seeking damages based on claims of breach of contract. The defendants denied the allegations made in the lawsuit. In June 2008, we were awarded damages in a jury trial. The case was then settled prior to appeal. In settlement of our claim against the defendants, we agreed in January 2009 to accept a lump sum cash payment of $6.8 million. The cash proceeds were offset by related expenses incurred of $2.3 million, resulting in a net gain of $4.5 million paid in January 2009. This gain will be recorded during the first quarter of 2009.

PART III

Item 10 – Directors, Executive Officers and Corporate Governance

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2009 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

For information regarding executive officers of our Company, see Item 1 – Business – Executive Officers of Our Company.

Code of Business Conduct and Ethics. We have adopted a written Code of Business Conduct and Ethics ("Code of Ethics") that applies to all of our directors and employees, including our chief executive officer, chief financial officer, chief accounting officer and controller. A copy of our Code of Ethics is available on our website at www.omegahealthcare.com and print copies are available upon request without charge. You can request print copies by contacting our Chief Financial Officer in writing at Omega Healthcare Investors, Inc., 200 International Circle, Suite 3500, Hunt Valley, Maryland 21030 or by telephone at 410-427-1700. Any amendment to our Code of Ethics or any waiver of our Code of Ethics will be disclosed on our website at www.omegahealthcare.com promptly following the date of such amendment or waiver.

Item 11 - Executive Compensation

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2009 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission ("SEC") pursuant to Regulation 14A.

Item 12 - Security Ownership of Certain Beneficial Owners and Management

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2009 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

Item 13 - Certain Relationships and Related Transactions, and Director Independence

The information required by this item, if any, is incorporated herein by reference to our Company's definitive proxy statement for the 2009 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

Item 14 - Principal Accounting Fees and Services

The information required by this item is incorporated herein by reference to our Company's definitive proxy statement for the 2009 Annual Meeting of Stockholders, to be filed with the SEC pursuant to Regulation 14A.

PART IV

Item 15 - Exhibits and Financial Statement Schedules

(a)(1) Listing of Consolidated Financial Statements

(a)(2) Listing of Financial Statement Schedules. The following consolidated financial statement schedules are included herein:

All other schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable or have been omitted because sufficient information has been included in the notes to the Financial Statements.

(a)(3) Listing of Exhibits — See Index to Exhibits beginning on Page I-1 of this report.

(b) Exhibits — See Index to Exhibits beginning on Page I-1 of this report.

(c) Financial Statement Schedules — The following consolidated financial statement schedules are included herein:

Schedule III — Real Estate and Accumulated Depreciation.

Schedule IV — Mortgage Loans on Real Estate.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Omega Healthcare Investors, Inc.

We have audited the accompanying consolidated balance sheets of Omega Healthcare Investors, Inc. as of December 31, 2008 and 2007, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2008. Our audits also included the financial statement schedules listed in the Index at Item 15(a). These financial statements and schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Omega Healthcare Investors, Inc. at December 31, 2008 and 2007, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2008, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedules, when considered in relation to the basic financial statements taken as a whole, present fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Omega Healthcare Investors Inc.'s internal control over financial reporting as of December 31, 2008, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2009 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Baltimore, Maryland
February 26, 2009

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Omega Healthcare Investors, Inc.

We have audited Omega Healthcare Investors, Inc.'s internal control over financial reporting as of December 31, 2008, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Omega Healthcare Investors, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Omega Healthcare Investors, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Omega Healthcare Investors, Inc. as of December 31, 2008 and 2007, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2008 and our report dated February 26, 2009 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Baltimore, Maryland
February 26, 2009

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands)

	December 31, 2008	December 31, 2007
ASSETS		
Real estate properties		
Land and buildings	$ 1,372,012	$ 1,274,722
Less accumulated depreciation	(251,854)	(221,366)
Real estate properties – net	1,120,158	1,053,356
Mortgage notes receivable – net	100,821	31,689
	1,220,979	1,085,045
Other investments – net	29,864	13,683
	1,250,843	1,098,728
Assets held for sale – net	150	2,870
Total investments	1,250,993	1,101,598
Cash and cash equivalents	209	1,979
Restricted cash	6,294	2,104
Accounts receivable – net	75,037	64,992
Other assets	18,613	11,614
Operating assets for owned and operated properties	13,321	—
Total assets	$ 1,364,467	$ 1,182,287
LIABILITIES AND STOCKHOLDERS' EQUITY		
Revolving line of credit	$ 63,500	$ 48,000
Unsecured borrowings	484,697	484,714
Other long–term borrowings	—	40,995
Accrued expenses and other liabilities	25,420	22,378
Accrued income tax liabilities	—	73
Operating liabilities for owned and operated properties	2,862	—
Total liabilities	576,479	596,160
Stockholders' equity:		
Preferred stock issued and outstanding – 4,340 shares Series D with an aggregate liquidation preference of $108,488 in 2008 and 4,740 shares Series D with an aggregate liquidation preference of $118,488 in 2007	108,488	118,488
Common stock $.10 par value authorized – 100,000 shares: Issued and outstanding – 82,382 shares in 2008 and 68,114 shares in 2007	8,238	6,811
Common stock – additional paid-in-capital	1,054,157	825,925
Cumulative net earnings	440,277	362,140
Cumulative dividends paid	(823,172)	(727,237)
Total stockholders' equity	787,988	586,127
Total liabilities and stockholders' equity	$ 1,364,467	$ 1,182,287

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)

	Year Ended December 31,		
	2008	**2007**	**2006**
Revenues			
Rental income	$ 155,765	$ 152,061	$ 126,892
Mortgage interest income	9,562	3,888	4,402
Other investment income – net	2,031	2,821	3,687
Miscellaneous	2,234	788	532
Nursing home revenues of owned and operated assets	24,170	-	-
Total operating revenues	193,762	159,558	135,513
Expenses			
Depreciation and amortization	39,890	36,028	32,070
General and administrative	11,701	11,086	13,744
Impairment on real estate properties	5,584	1,416	-
Provisions for uncollectible mortgages, notes and accounts receivable	4,248	-	792
Nursing home expenses of owned and operated assets	27,601	-	-
Total operating expenses	89,024	48,530	46,606
Income before other income and expense	104,738	111,028	88,907
Other income (expense):			
Interest income	240	257	413
Interest expense	(37,745)	(42,134)	(42,174)
Interest – amortization of deferred financing costs	(2,001)	(1,958)	(1,952)
Interest – refinancing costs	-	-	(3,485)
Litigation settlements	526	-	-
Gain on sale of equity securities	-	-	2,709
Gain on investment restructuring	-	-	3,567
Change in fair value of derivatives	-	-	9,079
Total other expense	(38,980)	(43,835)	(31,843)
Income before gain on sale of real estate assets	65,758	67,193	57,064
Gain from assets sold – net	11,861	398	1,188
Income from continuing operations before income taxes	**77,619**	**67,591**	**58,252**
Provision for income taxes	72	7	(2,347)
Income from continuing operations	**77,691**	**67,598**	**55,905**
Discontinued operations	446	1,776	(208)
Net income	**78,137**	**69,374**	**55,697**
Preferred stock dividends	(9,714)	(9,923)	(9,923)
Preferred stock repurchase gain	2,128	-	-
Net income available to common shareholders	**$ 70,551**	**$ 59,451**	**$ 45,774**
Income per common share available to common shareholders:			
Basic:			
Income from continuing operations	$ 0.93	$ 0.88	$ 0.78
Net income	$ 0.94	$ 0.90	$ 0.78
Diluted:			
Income from continuing operations	$ 0.93	$ 0.88	$ 0.78
Net income	$ 0.94	$ 0.90	$ 0.78
Dividends declared and paid per common share	$ 1.19	$ 1.08	$ 0.96
Weighted-average shares outstanding, basic	75,127	65,858	58,651
Weighted-average shares outstanding, diluted	75,213	65,886	58,745
Components of other comprehensive income:			
Net income	$ 78,137	$ 69,374	$ 55,697
Unrealized gain on common stock investment	-	-	1,580
Reclassification adjustment for gains on common stock investment	-	-	(1,740)
Reclassification adjustment for gains on preferred stock investment	-	-	(1,091)
Unrealized loss on preferred stock investment	-	-	(803)
Total comprehensive income	$ 78,137	$ 69,374	$ 53,643

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except per share amounts)

	Common Stock Par Value	Additional Paid-in Capital	Preferred Stock	Cumulative Net Earnings
Balance at December 31, 2005 (56,872 common shares)	5,687	657,920	118,488	237,069
Impact of adoption of FAS No. 123(R)	—	(1,167)	—	—
Issuance of common stock:				
Grant of restricted stock (7 shares at $12.59 per share)	1	(1)	—	—
Amortization of restricted stock	—	4,517	—	—
Vesting of restricted stock (grants 90 shares)	9	(247)	—	—
Dividend reinvestment plan (2,558 shares at $12.967 per share)	256	32,840	—	—
Exercised options (170 shares at an average exercise price of $2.906 pershare)	17	446	—	—
Grant of stock as payment of directors fees (6 shares at an average of$12.716 per share)	—	77	—	—
Costs for 2005 equity offerings	—	(178)	—	—
Net income for 2006	—	—	—	55,697
Common dividends paid ($0.96 per share).	—	—	—	—
Preferred dividends paid (Series D of $2.094 per share)	—	—	—	—
Reclassification for realized gain on Sun common stock investment	—	—	—	—
Unrealized gain on Sun common stock investment	—	—	—	—
Reclassification for unrealized gain on Advocat securities	—	—	—	—
Unrealized loss on Advocat securities	—	—	—	—
Balance at December 31, 2006 (59,703 common shares)	5,970	694,207	118,488	292,766
Issuance of common stock:				
Grant of restricted stock (9 shares at $17.530 per share)	1	(1)	—	—
Amortization of restricted stock	—	1,425	—	—
Vesting of restricted stock (grants 62 shares)	6	(829)	—	—
Dividend reinvestment plan (1,190 shares at $15.911 per share)	119	18,768	—	—
Exercised options (12 shares at an average exercise price of $4.434 pershare)	1	41	—	—
Grant of stock as payment of directors fees (9 shares at an average of$16.360 per share)	1	149	—	—
Equity offerings (7,130 shares at $16.750 per share)	713	112,165	—	—
Net income for 2007	—	—	—	69,374
Common dividends paid ($1.08 per share).	—	—	—	—
Preferred dividends paid (Series D of $2.094 per share)	—	—	—	—
Balance at December 31, 2007 (68,114 common shares)	6,811	825,925	118,488	362,140
Issuance of common stock:				
Grant of restricted stock (9 shares at $15.040 per share)	1	(1)	—	—
Amortization of restricted stock	—	2,103	—	—
Vesting of restricted stock (grants 272 shares)	27	(2,731)	—	—
Dividend reinvestment plan (2,068 shares at $16.502 per share)	206	33,866	—	—
Exercised options (5 shares at an average exercise price of $6.020 pershare)	1	30	—	—
Grant of stock as payment of directors fees (8 shares at an average of$16.024 per share)	1	124	—	—
Equity offerings (5,900 shares at $16.930 per share)	591	98,202	—	—
Equity offerings (6,000 shares at $16.370 per share)	600	96,327	—	—
Preferred stock purchase (400 shares at $18.90 per share)	—	312	(10,000)	—
Net income for 2008	—	—	—	78,137
Common dividends paid ($1.19 per share).	—	—	—	—
Preferred dividends paid (Series D of $2.094 per share)	—	—	—	—
Balance at December 31, 2008 (82,382 common shares)	$ 8,238	$ 1,054,157	$ 108,488	$ 440,277

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except per share amounts)

	Cumulative Dividends	Unamortized Restricted Stock Awards	Accumulated Other Comprehensive Loss	Total
Balance at December 31, 2005 (56,872 common shares)	(579,108)	(1,167)	2,054	440,943
Impact of adoption of FAS No. 123(R)	—	1,167	—	—
Issuance of common stock:				
Grant of restricted stock (7 shares at $12.59 per share)	—	—	—	—
Amortization of restricted stock	—	—	—	4,517
Vesting of restricted stock (grants 90 shares)	—	—	—	(238)
Dividend reinvestment plan (2,558 shares at $12.967 per share)	—	—	—	33,096
Exercised options (170 shares at an average exercise price of $2.906per share)	—	—	—	463
Grant of stock as payment of directors fees (6 shares at an average of$12.716per share)	—	—	—	77
Costs for 2005 equity offerings	—	—	—	(178)
Net income for 2006	—	—	—	55,697
Common dividends paid ($0.96 per share).	(56,946)	—	—	(56,946)
Preferred dividends paid (Series D of $2.094 per share)	(9,923)	—	—	(9,923)
Reclassification for realized gain on Sun common stock investment	—	—	(1,740)	(1,740)
Unrealized gain on Sun common stock investment	—	—	1,580	1,580
Reclassification for unrealized gain on Advocat securities	—	—	(1,091)	(1,091)
Unrealized loss on Advocat securities	—	—	(803)	(803)
Balance at December 31, 2006 (59,703 common shares)	(645,977)	—	—	465,454
Issuance of common stock:				
Grant of restricted stock (9 shares at $17.530 per share)	—	—	—	—
Amortization of restricted stock	—	—	—	1,425
Vesting of restricted stock (grants 62 shares)	—	—	—	(823)
Dividend reinvestment plan (1,190 shares at $15.911 per share)	—	—	—	18,887
Exercised options (12 shares at an average exercise price of $4.434per share)	—	—	—	42
Grant of stock as payment of directors fees (9 shares at an average of$16.360per share)	—	—	—	150
Equity offerings (7,130 shares at $16.750 per share)	—	—	—	112,878
Net income for 2007	—	—	—	69,374
Common dividends paid ($1.08 per share).	(71,337)	—	—	(71,337)
Preferred dividends paid (Series D of $2.094 per share)	(9,923)	—	—	(9,923)
Balance at December 31, 2007 (68,114 common shares)	(727,237)	—	—	586,127
Issuance of common stock:				
Grant of restricted stock (9 shares at $15.040 per share)	—	—	—	—
Amortization of restricted stock	—	—	—	2,103
Vesting of restricted stock (grants 272 shares)	—	—	—	(2,704)
Dividend reinvestment plan (2,068 shares at $16.502 per share)	—	—	—	34,072
Exercised options (5 shares at an average exercise price of $6.020 per share)	—	—	—	31
Grant of stock as payment of directors fees (8 shares at an average of$16.024 per share)	—	—	—	125
Equity offerings (5,900 shares at $16.930 per share)	—	—	—	98,793
Equity offerings (6,000 shares at $16.370 per share)	—	—	—	96,927
Preferred stock purchase (400 shares at $18.90 per share)	2,128	—	—	(7,560)
Net income for 2008	—	—	—	78,137
Common dividends paid ($1.19 per share).	(88,349)	—	—	(88,349)
Preferred dividends paid (Series D of $2.094 per share)	(9,714)	—	—	(9,714)
Balance at December 31, 2008 (82,382 common shares)	$ (823,172)	$ —	$ —	$ 787,988

See accompanying notes.

OMEGA HEALTHCARE INVESTORS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2008	**2007**	**2006**
Cash flow from operating activities			
Net income	$ 78,137	$ 69,374	$ 55,697
Adjustment to reconcile net income to cash provided by operating activities:			
Depreciation and amortization (including amounts in discontinued operations)	39,890	36,056	32,263
Impairment (including amounts in discontinued operations)	5,584	1,416	541
Provisions for uncollectible mortgages, notes and accounts receivable (including amounts in discontinued operations)	4,248	—	944
Income from accretion of marketable securities to redemption value	(207)	(207)	(1,280)
Refinancing costs	—	—	3,485
Amortization for deferred financing costs	2,001	1,958	1,952
Gain on assets and equity securities sold - net (incl. amounts in discontinued operations)	(12,292)	(1,994)	(4,063)
Gain on investment restructuring	—	—	(3,567)
Restricted stock amortization expense	2,103	1,425	4,517
Adjustment of derivatives to fair value	—	—	(9,079)
Other	(188)	(296)	(61)
Net change in accounts receivable	681	(2,145)	(64)
Net change in straight-line rent	(11,860)	(13,821)	(6,158)
Net change in lease inducement	(2,596)	2,168	(19,965)
Net change in other assets	(4,619)	(185)	2,558
Net change in income tax liabilities	(72)	(5,574)	2,347
Net change in other operating assets and liabilities	(1,023)	(3,633)	2,744
Net change in operating assets and liabilities for owned and operated properties	(10,459)	—	—
Net cash provided by operating activities	89,328	84,542	62,811
Cash flow from investing activities			
Acquisition of real estate	(112,760)	(39,503)	(178,906)
Placement of mortgage loans	(74,928)	(345)	—
Proceeds from sale of equity securities	—	—	7,573
Proceeds from sale of real estate investments	31,902	9,042	2,406
Capital improvements and funding of other investments	(17,458)	(8,550)	(6,806)
Proceeds from other investments	16,510	17,671	37,937
Investments in other investments– net	(36,310)	(8,978)	(34,445)
Collection of mortgage principal	5,945	757	10,886
Net cash used in investing activities	(187,099)	(29,906)	(161,355)
Cash flow from financing activities			
Proceeds from credit line borrowings	361,300	129,000	262,800
Payments of credit line borrowings	(345,800)	(231,000)	(170,800)
Payment of financing costs	—	(696)	(3,194)
Proceeds from long-term borrowings	—	—	39,000
Payments of long-term borrowings	(40,995)	(415)	(390)
Payment to Trustee to redeem long-term borrowings	—	—	—
Receipts from Dividend Reinvestment Plan	34,072	18,887	33,096
Receipts/(payments) for exercised options – net	(2,673)	(780)	225
Dividends paid	(98,063)	(81,260)	(66,869)
Repurchase of preferred stock	(7,560)	—	—
Proceeds from common stock offering	195,720	112,878	—
Payment on common stock offering	—	—	(178)
Other	—	—	1,635
Net cash provided by (used in) financing activities	96,001	(53,386)	95,325
(Decrease) increase in cash and cash equivalents	(1,770)	1,250	(3,219)
Cash and cash equivalents at beginning of year	1,979	729	3,948
Cash and cash equivalents at end of year	$ 209	$ 1,979	$ 729
Interest paid during the year, net of amounts capitalized	$ 38,016	$ 39,416	$ 34,995

See accompanying notes.

NOTE 1 - ORGANIZATION AND BASIS OF PRESENTATION

Organization

Omega Healthcare Investors, Inc. ("Omega"), a Maryland corporation, is a self-administered real estate investment trust ("REIT"). From the date that we commenced operations in 1992, we have invested primarily in income-producing healthcare facilities, which include long-term care nursing homes, assisted living facilities, independent living facilities and rehabilitation hospitals. In July 2008, we assumed operating responsibilities for 14 of our skilled nursing facilities ("SNFs") and one of our assisted living facilities ("ALFs") due to the bankruptcy of one of our operators/tenants. In September 2008, we entered into an agreement to lease these facilities to a new operator/tenant. The new operator/tenant assumed operating responsibility for 13 of the 15 facilities effective September 1, 2008. We are in the process of addressing state regulatory requirements necessary to transfer the final two properties to the new operator/tenant.

We have one reportable segment consisting of investments in real estate. Our business is to provide financing and capital to the long-term healthcare industry with a particular focus on skilled nursing facilities located in the United States. Our core portfolio consists of long-term lease and mortgage agreements. All of our leases are "triple-net" leases, which require the operators/tenants to pay all property related expenses. Our mortgage revenue derives from fixed-rate mortgage loans, which are secured by first mortgage liens on the underlying real estate and personal property of the mortgagor.

Substantially all depreciation expenses reflected in the consolidated statements of income relate to the ownership of our investment in real estate. At December 31, 2008, we have investments in 256 healthcare facilities located throughout the United States.

Consolidation

Our consolidated financial statements include the accounts of Omega and all direct and indirect wholly owned subsidiaries as well as entities that we consolidate due to the application of Financial Accounting Standards Board ("FASB") Interpretation No. 46R, *Consolidation of Variable Interest Entities,* ("FIN 46R"). All inter-company accounts and transactions have been eliminated in consolidation of the financial statements.

FIN 46R addresses the consolidation by business enterprises of Variable Interest Entities ("VIEs"). We consolidate all VIEs for which we are the primary beneficiary. Generally, a VIE is an entity with one or more of the following characteristics: (a) the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support; (b) as a group the holders of the equity investment at risk lack (i) the ability to make decisions about an entity's activities through voting or similar rights, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity; or (c) the equity investors have voting rights that are not proportional to their economic interests, and substantially all of the entity's activities either involve, or are conducted on behalf of, an investor that has disproportionately few voting rights. FIN 46R requires a VIE to be consolidated in the financial statements of the entity that is determined to be the primary beneficiary of the VIE. The primary beneficiary generally is the entity that will receive a majority of the VIEs expected losses, receive a majority of the VIEs expected residual returns, or both.

During the first quarter of 2006, an entity of Haven Eldercare, LLC ("Haven"), formerly one of our operators, entered into a $39.0 million first mortgage loan with GE Capital (collectively, "GE Loan"). Haven used the $39.0 million in proceeds to partially repay on a $61.8 million mortgage it had with us. Simultaneously, we subordinated the payment of our remaining $22.8 million mortgage note, to that of the GE Loan. The mortgage agreement included a purchase option allowing us to purchase the facilities for $61.8 million. The Haven entity was engaged in the ownership and rental of six SNFs and one ALF. In accordance with FIN 46R, we determined that we were the primary beneficiary of the Haven entity and consolidated the financial statements and related real estate of the Haven entity starting in 2006. In January 2008, we purchased the $39.0 million GE loan from GE Capital.

On July 7, 2008, we took ownership and/or possession through bankruptcy proceedings of 15 facilities previously operated by Haven, including all of the facilities previously mortgaged to the Haven entity that we consolidated and TC Healthcare, a new entity and an interim operator in which we have a substantial economic interest was formed and began operating these facilities on our behalf through an independent contractor. As a result of the bankruptcy proceedings, the mortgage with the Haven entity was retired in exchange for our ownership of the facilities. Accordingly, effective July 7, 2008, we were no longer required to consolidate the Haven entity into our financial statements. However, pursuant to FIN 46R and effective July 7, 2008, we determined that we were the primary beneficiary of TC Healthcare and were required to consolidate the financial position and results of operations of TC Healthcare. Effective September 1, 2008, we transitioned/leased 13 of the 15 facilities that were being operated by TC Healthcare to a new operator/tenant and ceased consolidation of those facilities operations. TC Healthcare continues to be responsible for the operations of two facilities as of December 31, 2008 which are in the process of being transitioned to the new operator/tenant pending regulatory approval by the state. For additional information relating to our consolidation of TC Healthcare, including revenues, expenses, assets and liabilities (see Note 4 – Owned and Operated Assets).

The consolidation of the Haven entity under the mortgage loan resulted in the following adjustments to our consolidated balance sheet as of December 31, 2007: (i) an increase in total gross investments of $39.0 million; (ii) an increase in accumulated depreciation of $3.1 million; (iii) an increase in Accounts receivable – net of $0.4 million; (iv) an increase in Other long-term borrowings of $39.0 million; and (v) a reduction of $2.7 million in cumulative net earnings primarily due to increased depreciation expense. Our results of operation reflect the impact of the consolidation of this Haven entity through July 6, 2008.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Real Estate Investments and Depreciation

We allocate the purchase price of properties to net tangible and identified intangible assets acquired based on their fair values in accordance with the provisions Statement of Financial Accounting Standards ("SFAS") No. 141, *Business Combinations*. In making estimates of fair values for purposes of allocating purchase price, we utilize a number of sources, including independent appraisals that may be obtained in connection with the acquisition or financing of the respective property and other market data. We also consider information obtained about each property as a result of its pre-acquisition due diligence, marketing and leasing activities in estimating the fair value of the tangible and intangible assets acquired. All costs of significant improvements, renovations and replacements are capitalized. In addition, we capitalize leasehold improvements when certain criteria are met, including when we supervise construction and will own the improvement. Expenditures for maintenance and repairs are charged to operations as they are incurred.

Depreciation is computed on a straight-line basis over the estimated useful lives ranging from 20 to 40 years for buildings and improvements and three to 10 years for furniture, fixtures and equipment. Leasehold interests are amortized over the shorter of useful life or term of the lease, with lives ranging from four to 12 years.

Owned and Operated Assets

Real estate properties that are operated pursuant to a foreclosure proceeding are included within "real estate properties" and are reported at the time of foreclosure at the lower of carrying cost or fair value.

Asset Impairment

Management periodically, but not less than annually, evaluates our real estate investments for impairment indicators, including the evaluation of our assets' useful lives. The judgment regarding the existence of impairment indicators is based on factors such as, but not limited to, market conditions, operator performance and legal structure. If indicators of impairment are present, management evaluates the carrying value of the related real estate investments in relation to the future undiscounted cash flows of the underlying facilities. Provisions for impairment losses related to long-lived assets are recognized when expected future undiscounted cash flows are determined to be permanently less than the carrying values of the assets. An adjustment is made to the net carrying value of the leased properties and other long-lived assets for the excess of historical cost over fair value**.** The fair value of the real estate investment is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses. All impairments are taken as a period cost at that time, and depreciation is adjusted going forward to reflect the new value assigned to the asset.

If we decide to sell real estate properties or land holdings, we evaluate the recoverability of the carrying amounts of the assets. If the evaluation indicates that the carrying value is not recoverable from estimated net sales proceeds, the property is written down to estimated fair value less costs to sell. Our estimates of cash flows and fair values of the properties are based on current market conditions and consider matters such as rental rates and occupancies for comparable properties, recent sales data for comparable properties, and, where applicable, contracts or the results of negotiations with purchasers or prospective purchasers.

For the years ended December 31, 2008, 2007, and 2006 we recognized impairment losses of $5.6 million, $1.4 million and $0.5 million, respectively, including amounts classified within discontinued operations. In 2008, we amended a master lease with an existing operator to allow for the construction of a new facility to replace an existing facility currently operated by the operator and recorded an impairment on the existing property. In addition, in 2008, based upon provisions in a master lease with our tenant, the lessee exercised its option to vacate one of our properties and remove it from the master lease. We recorded an impairment charge of $3.9 million on this property to record it at its estimated fair value.

Loan Impairment

Management, periodically but not less than annually, evaluates our outstanding loans and notes receivable. When management identifies potential loan impairment indicators, such as non-payment under the loan documents, impairment of the underlying collateral, financial difficulty of the operator or other circumstances that may impair full execution of the loan documents, and management believes it is probable that all amounts will not be collected under the contractual terms of the loan, the loan is written down to the present value of the expected future cash flows. In cases where expected future cash flows are not readily determinable, the loan is written down to the fair value of the collateral. The fair value of the loan is determined by market research, which includes valuing the property as a nursing home as well as other alternative uses. We recorded loan impairments of $0.0 million, $0.0 million and $0.8 million for the years ended December 31, 2008, 2007 and 2006, respectively.

We currently account for impaired loans using the cost-recovery method applying cash received against the outstanding principal balance prior to recording interest income (see Note 6 – Other Investments). At December 31, 2008 and 2007, we had allowances for loan losses totaling $2.2 million on two working capital notes.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and highly liquid investments with a maturity date of three months or less when purchased. These investments are stated at cost, which approximates fair value.

Restricted Cash

Restricted cash consists primarily of funds escrowed for tenants' security deposits required by us pursuant to certain contractual terms (see Note 8 – Lease and Mortgage Deposits).

Accounts Receivable

Accounts receivable includes: contractual receivables, straight-line rent receivables, lease inducements, net of an estimated provision for losses related to uncollectible and disputed accounts. Contractual receivables relate to the amounts currently owed to us under the terms of the lease agreement. Straight-line receivables relates to the difference between the rental revenue recognized on a straight-line basis and the amounts due to us contractually. Lease inducements result from value provided by us to the lessee at the inception of the lease and will be amortized as a reduction of rental revenue over the lease term. On a quarterly basis, we review the collection of our contractual payments and determine the appropriateness of our allowance for uncollectible contractual rents. In the case of a lease recognized on a straight-line basis, we generally provide an allowance for straight-line accounts receivable when certain conditions or indicators of adverse collectability are present.

A summary of our net receivables by type is as follows:

	December 31,	
	2008	2007
	(in thousands)	
Contractual receivables	$ 2,358	$ 5,517
Straight-line receivables	43,636	34,537
Lease inducements	30,561	27,965
Allowance	(1,518)	(3,027)
Accounts receivable – net	$ 75,037	$ 64,992

In 2008, we recorded a $5.7 million lease inducements associated with the master lease agreement with affiliates of Formation Capital ("Formation"), the new operator/tenant of 13 facilities previously operated by Haven.

We continuously evaluate the payment history and financial strength of our operators and have historically established allowance reserves for straight-line rent adjustments for operators that do not meet our requirements. We consider factors such as payment history, the operator's financial condition as well as current and future anticipated operating trends when evaluating whether to establish allowance reserves. During the three months ended June 30, 2008, we recorded a $4.3 million provision for uncollectible accounts receivable associated with Haven receivables. The $4.3 million charge consisted of $3.3 million to write-off straight-line receivables and $1.0 million to establish an allowance for pre-petition contractual receivables associated with Haven. In 2008, we wrote-off some receivables that were fully reserved.

Accounts receivable from owned and operated assets consist of amounts due from Medicare and Medicaid programs, other government programs, managed care health plans, commercial insurance companies and individual patients. Amounts recorded include estimated provisions for loss related to uncollectible accounts and disputed items. For additional information, see Note 4 – Owned and Operated Assets.

Investments in Debt and Equity Securities

Marketable securities classified as available-for-sale are stated at fair value with unrealized gains and losses recorded in accumulated other comprehensive income. Realized gains and losses and declines in value judged to be other-than-temporary on securities held as available-for-sale are included in other income. The cost of securities sold is based on the specific identification method. If events or circumstances indicate that the fair value of an investment has declined below its carrying value and we consider the decline to be "other than temporary," the investment is written down to fair value and an impairment loss is recognized.

Comprehensive Income

SFAS 130, *Reporting Comprehensive Income*, establishes guidelines for the reporting and display of comprehensive income and its components in financial statements. Comprehensive income includes net income and all other non-owner changes in stockholders' equity during a period including unrealized gains and losses on equity securities classified as available-for-sale and unrealized fair value adjustments on certain derivative instruments.

Deferred Financing Costs

External costs incurred from placement of our debt are capitalized and amortized on a straight-line basis over the terms of the related borrowings which approximate the effective interest method. Amortization of financing costs totaling $2.0 million, $2.0 million and $2.0 million in 2008, 2007 and 2006, respectively, is classified as "interest - amortization of deferred financing costs" in our consolidated statements of income. When financings are terminated, unamortized amounts paid, as well as charges incurred for the termination, are expensed at the time the termination is made. Gains and losses from the extinguishment of debt are presented as interest expense within income from continuing operations in the accompanying consolidated financial statements.

Revenue Recognition

We have various different investments that generate revenue, including leased and mortgaged properties, as well as other investments, including working capital loans. We recognize rental income and mortgage interest income and other investment income as earned over the terms of the related master leases and notes, respectively.

Substantially all of our leases contain provisions for specified annual increases over the rents of the prior year and are generally computed in one of three methods depending on specific provisions of each lease as follows: (i) a specific annual increase over the prior year's rent, generally 2.5%; (ii) an increase based on the change in pre-determined formulas from year to year (i.e., such as increases in the Consumer Price Index ("CPI")); or (iii) specific dollar increases over prior years. Revenue under lease arrangements with specific determinable increases is recognized over the term of the lease on a straight-line basis. Securities and Exchange Commission ("SEC") Staff Accounting Bulletin No. 101, *Revenue Recognition in Financial Statements,* does not provide for the recognition of contingent revenue until all possible contingencies have been eliminated. We consider the operating history of the lessee, the payment history, the general condition of the industry and various other factors when evaluating whether all possible contingencies have been eliminated. We do not include contingent rents as income until the contingencies have been resolved.

In the case of rental revenue recognized on a straight-line basis, we generally record reserves against earned revenues from leases when collection becomes questionable or when negotiations for restructurings of troubled operators result in significant uncertainty regarding ultimate collection. The amount of the reserve is estimated based on what management believes will likely be collected. We continually evaluate the collectability of our straight-line rent assets. If it appears that we will not collect future rent due under our leases, we will record a provision for loss related to the straight-line rent asset.

Recognizing rental income on a straight-line basis may cause recognized revenue to exceed contractual amounts due from our tenants. Such cumulative excess amounts are included in accounts receivable and were $43.1 million and $33.9 million, net of allowances, at December 31, 2008 and 2007, respectively.

Gains on sales of real estate assets are recognized pursuant to the provisions of SFAS No. 66, *Accounting for Sales of Real Estate* ("SFAS No. 66"). The specific timing of the recognition of the sale and the related gain is measured against the various criteria in SFAS No. 66 related to the terms of the transactions and any continuing involvement associated with the assets sold. To the extent the sales criteria are not met, we defer gain recognition until the sales criteria are met.

Nursing home revenues of owned and operated assets consist of long-term care revenues, rehabilitation therapy services revenues, temporary medical staffing services revenues and other ancillary services revenues. The revenues are recognized as services are provided. Revenues are recorded net of provisions for discount arrangements with commercial payors and contractual allowances with third-party payors, primarily Medicare and Medicaid. Revenues realizable under third-party payor agreements are subject to change due to examination and retroactive adjustment. Estimated third-party payor settlements are recorded in the period the related services are rendered. The methods of making such estimates are reviewed periodically, and differences between the net amounts accrued and subsequent settlements or estimates of expected settlements are reflected in the current period results of operations. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. For additional information, see Note 4 – Owned and Operated Assets.

Assets Held for Sale and Discontinued Operations

Pursuant to the provisions of SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* ("SFAS No. 144"), the operating results of specified real estate assets that have been sold, or otherwise qualify as held for disposition (as defined by SFAS No. 144), are reflected as assets held for sale in our balance sheet. Assets that qualify as held for sale may also be considered as a discontinued operation if, (a) the operation and cash flows of the asset have been or will be eliminated from future operations and (b) we will not have significant involvement with the asset after its disposition. For assets that qualify as discontinued operations, we have reclassified the operations of those assets to discontinued operations in the consolidated statements of income for all periods presented and assets held for sale in the consolidated balance sheet for all periods presented. We had one assets held for sale as of December 31, 2008 with a net book value of $0.2 million.

For additional information, see Note 19 – Discontinued Operations.

Derivative Instruments

We follow SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended, ("FAS No. 133"). From time to time we may use derivatives financial instruments to manage interest rates. These instruments include options, forwards, interest rate swaps, caps or floors or a combination thereof depending on the underlying exposure. We do not use derivatives for trading or speculative purposes. On the date we enter into a derivative, the derivative is designated as a hedge of the identified exposure. We measure the effectiveness of its hedging relationships both at the hedge inception and on an ongoing basis.

FAS No.133 requires that all derivatives are recognized on the balance sheet at fair value. Derivatives that are not hedges are adjusted to fair value through income. If the derivative is a hedge, depending on the nature of the hedge, changes in the fair value of derivatives are either offset against the change in fair value of the hedged assets, liabilities, or firm commitments through earnings or recognized in other comprehensive income until the hedge item is recognized in earnings. Gains and losses related to hedged transaction are deferred and recognized as interest expense in the period or periods that the underlying transaction occurs, expires or is otherwise terminated. The ineffective portion of a derivative's change in fair value will be immediately recognized in earnings.

At December 31, 2008 and 2007, we had no derivative instruments.

Earnings Per Share

Basic earnings per common share ("EPS") is computed by dividing net income available to common stockholders by the weighted-average number of shares of common stock outstanding during the year. Diluted EPS reflects the potential dilution that could occur from shares issuable through stock-based compensation, including stock options and restricted stock. For additional information, see Note 18 – Earnings Per Share.

Income Taxes

We were organized to qualify for taxation as a REIT under Section 856 through 860 of the Internal Revenue Code. So long as we qualify as a REIT; we will not be subject to Federal income taxes on the REIT taxable income that we distributed to shareholders, subject to certain exceptions. In 2008, we paid preferred and common dividend payments of $98.1 million which satisfies the 2008 REIT requirements relating to qualifying income. We are permitted to own up to 100% of a taxable REIT subsidiary ("TRS"). Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The loss carry-forward was fully reserved with a valuation allowance due to uncertainties regarding realization. We record interest and penalty charges associated with tax matters as income tax. For additional information on income taxes, see Note 11 – Taxes.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

On January 1, 2007, we adopted Financial Accounting Standards Board ("FASB") Interpretation No. 48 ("FIN 48"), *Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109*, *Accounting for Income Taxes*. FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109, by defining a criterion that an individual tax position must meet for any part of that position to be recognized in an enterprise's financial statements. The interpretation requires a review of all tax positions accounted for in accordance with FASB Statement No. 109 and applies a more-likely-than-not recognition threshold. A tax position that meets the more-likely-than-not recognition threshold is initially and subsequently measured as the largest amount of tax benefit that is greater than 50 percent likely of being realized upon ultimate settlement with the taxing authority that has full knowledge of all relevant information. We are subject to the provisions of FIN 48 beginning January 1, 2007. We evaluated FIN 48 and determined that the adoption of FIN 48 had no impact on our financial statements.

Stock-Based Compensation

Prior to January 1, 2006, we accounted for stock based compensation using the intrinsic value method as defined by APB Opinion No. 25, *Accounting for Stock Issued to Employees* ("APB 25"). Under APB 25, we generally recognized compensation expense only for restricted stock grants. We have recognized the compensation expense associated with the restricted stock ratably over the associated service period.

Effective January 1, 2006, we adopted the provisions of SFAS No. 123 (revised 2004), *Share-Based Payment* ("SFAS No. 123(R)"), using the modified prospective transition method, and therefore has not restated the results of prior periods. The additional expense recorded in 2006 as a result of this adoption is approximately $3 thousand.

Effects of Recently Issued Accounting Standards

FAS 157 Evaluation

On January 1, 2008, we adopted FASB Statement No. 157, *Fair Value Measurements* ("FAS No. 157"). This standard defines fair value, establishes a methodology for measuring fair value and expands the required disclosure for fair value measurements. FAS No. 157 emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and states that a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. This statement applies under other accounting pronouncements that require or permit fair value measurements, the FASB having previously concluded in those pronouncements that fair value is the relevant measurement attribute. Accordingly, this statement does not require any new fair value measurements. The standard applies prospectively to new fair value measurements performed after the required effective dates, which are as follows: (i) on January 1, 2008, the standard applied to our measurements of the fair values of financial instruments and recurring fair value measurements of non-financial assets and liabilities; and (ii) on January 1, 2009, the standard will apply to all remaining fair value measurements, including non-recurring measurements of non-financial assets and liabilities such as measurement of potential impairments of goodwill, other intangible assets and other long-lived assets. It also will apply to fair value measurements of non-financial assets acquired and liabilities assumed in business combinations. We evaluated FAS No. 157 and determined that the adoption of the provisions FAS No. 157 effective on January 1, 2008 and 2009 had no impact on our financial statements.

FAS 159 Evaluation

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* ("SFAS No. 159"). SFAS No. 159 permits entities to choose to measure certain financial assets and liabilities at fair value, with the change in unrealized gains and losses on items for which the fair value option has been elected reported in earnings. We adopted SFAS No. 159 on January 1, 2008. We evaluated SFAS No. 159 and did not elect the fair value accounting option for any of our eligible assets; therefore, the adoption of SFAS 159 had no impact on our financial statements.

FAS 141(R) Evaluation

On December 4, 2007, the FASB issued Statement No. 141(R), *Business Combinations* ("FAS 141(R)"). The new standard will significantly change the accounting for and reporting of business combination transactions. FAS 141(R) requires companies to recognize, with certain exception, 100 percent of the fair value of the assets acquired, liabilities assumed and non-controlling interest in acquisitions of less than a 100 percent controlling interest when the acquisition constitutes a change in control; measure acquirer shares issued as consideration for a business combination at fair value on the date of the acquisition; recognize contingent consideration arrangements at their acquisition date fair value, with subsequent change in fair value generally reflected in earnings; recognition of reacquisition loss and gain contingencies at their acquisition date fair value; expense as incurred, acquisition related transaction costs. FAS 141(R) is effective for fiscal years beginning after December 15, 2008 and early adoption is prohibited. We intend to adopt the standard on January 1, 2009. We are currently evaluating the impact, if any, that FAS 141(R) will have on our financial statements.

Risks and Uncertainties

Our company is subject to certain risks and uncertainties affecting the healthcare industry as a result of healthcare legislation and growing regulation by federal, state and local governments. Additionally, we are subject to risks and uncertainties as a result of changes affecting operators of nursing home facilities due to the actions of governmental agencies and insurers to limit the growth in cost of healthcare services (see Note 7 – Concentration of Risk).

Reclassifications

Certain amounts in the prior year have been reclassified to conform to the 2008 presentation and to reflect the results of discontinued operations. Such reclassifications have no effect on previously reported earnings or equity. See Note 19 – Discontinued Operations for a discussion of discontinued operations.

NOTE 3 - PROPERTIES

Leased Property

Our leased real estate properties, represented by 238 long-term care facilities and two rehabilitation hospitals at December 31, 2008, are leased under provisions of single leases and master leases with initial terms typically ranging from 5 to 15 years, plus renewal options. Substantially all of the leases and master leases provide for minimum annual rentals that are typically subject to annual increases based upon the lesser of a fixed amount or increases derived from changes in CPI. Under the terms of the leases, the lessee is responsible for all maintenance, repairs, taxes and insurance on the leased properties.

A summary of our investment in leased real estate properties is as follows:

	December 31,	
	2008	2007
	(in thousands)	
Buildings	$ 1,279,266	$ 1,191,816
Land	92,746	82,906
	1,372,012	1,274,722
Less accumulated depreciation	(251,854)	(221,366)
Total	$ 1,120,158	$ 1,053,356

The future minimum estimated rents due for the remainder of the initial terms of the leases are as follows at December 31, 2008:

	(in thousands)
2009	$ 155,819
2010	158,665
2011	161,536
2012	158,197
2013	160,610
Thereafter	642,239
Total	$ 1,437,066

Below is a summary of the significant lease transactions that occurred in 2008.

2008 Acquisitions

On December 31, 2008, we purchased two (2) SNFs from an unrelated third party for $19.5 million and leased those facilities to an existing operator, Formation. The facilities were added to Formation's existing master lease and will increase cash rent by $2.4 million annually starting in 2009. The $19.5 million was allocated to building and personal property of $18.7 million and $0.8 million, respectively.

In September 2008, we purchased four (4) SNFs, one (1) ALF and one (1) independent living facility ("ILF") for $40.0 million from subsidiaries of an existing tenant, and leased those facilities back to the tenant. The facilities were added to the tenant's existing master lease and will increase cash rent by $4.0 million annually. The $40.0 million acquisition price was allocated $2.4 million to land, $35.4 million to building and $2.2 million to personal property.

In April 2008, we purchased seven (7) SNFs, one (1) ALF and one rehab hospital for $47.4 million from an unrelated third party and leased the facilities to an existing tenant of ours. The facilities were added to the tenant's existing master lease and will increase cash rent by $4.7 million annually. The $47.4 million acquisition price was allocated $6.6 million to land, $38.9 million to building and $1.9 million to personal property.

In January 2008, we purchased one (1) SNF for $5.2 million from an unrelated third party and leased the facility to an existing tenant of ours. The facility was added to the tenant's existing master lease and increased cash rent by $0.5 million annually. The $5.2 million acquisition price was allocated $0.4 million to land, $4.5 million to building and $0.3 million to personal property.

In January 2008, we purchased from GE Capital a $39.0 million first mortgage loan on seven (7) facilities operated by Haven due October 2012. Prior to the acquisition of this first mortgage, we had a $22.8 million second mortgage on these facilities. In July 2008, we acquired these properties from Haven through a credit bid with the United States Bankruptcy Court. These facilities were part of the Haven's chapter 11 proceeding being jointly administered in the United States Bankruptcy Court for the District of Connecticut, New Haven Division that began in November 2007. We consolidated the Haven entity which owned these facilities into our financial statements in accordance with FIN 46R because we determined that the Haven entity was a VIE and that we were the primary beneficiary, see Note 1 – Organization and Basis of Presentation for additional information. In 2007, the Haven facilities represented approximately 8% of our operating revenue.

2007 Acquisitions

During the third quarter of 2007, we completed a transaction with Litchfield Investment Company, LLC and its affiliates ("Litchfield") to purchase five (5) SNFs for a total investment of $39.5 million. The facilities total 645 beds and are located in Alabama (1), Georgia (2), Kentucky (1) and Tennessee (1). We also provided a $2.5 million loan in the form of a subordinated note as part of the transaction, which was repaid in full during the fourth quarter 2007. Simultaneously with the close of the purchase transaction, the facilities were combined into an Amended and Restated Master Lease with Signature Holding II, LLC (formerly known as Home Quality Management, Inc.) The Amended and Restated Master Lease was extended until July 31, 2017. The investment allocated to land, building and personal property is $6.3 million, $32.1 million and $1.1 million, respectively.

During the third quarter of 2007, we continued our restructure of a five (5) facility master lease with USA Healthcare whereby we have agreed to sell three (3) facilities and reduce the overall annual rent on the master lease by $0.4 million. During the fourth quarter of 2007, two (2) of the facilities were sold for approximately $2.8 million in cash proceeds and the overall annual rent on the master lease is reduced by $0.4 million.

2006 Acquisitions

In the third quarter of 2006, we completed two transactions: (i) on August 1, 2006, we purchase a 100% interest in 30 SNFs and one (1) ILF from Litchfield; and (ii) on September 1, 2006, we purchased a 100% interest in a facility located in Pennsylvania, the combined total investment was $178.9 million. We have finalized the purchase price allocation of the $178.9 million. The amount allocated to land, building and personal property is $15.4 million, $154.4 million and $7.5 million, respectively, including $1.8 million in land and building classified as held for sale. We also allocated $1.6 million to a below-market lease.

Assets Sold or Held for Sale

- At December 31, 2008, we had one SNF classified as held-for-sale with a net book value of approximately $0.2 million. In 2008, a $0.2 million provision for impairment charge was recorded to reduce the carrying value of our held-for-sale facility to its estimated fair value.

- At December 31, 2007, we had three facilities classified as held for sale with a net book value of approximately $2.9 million. In 2007, we recorded a $1.4 million provision for impairment charge on one of the facility to reduce the carrying value to its estimated fair value.

2008 *Asset Sales*

- On January 31, 2008, we sold one SNF in California for approximately $1.5 million resulting in a gain of approximately $0.4 million, which was included in our gain (loss) from discontinued operations. For additional information, see Note 19 – Discontinued Operations.
- On February 1, 2008, we sold a SNF in California for approximately $1.5 million resulting in a gain of approximately $46 thousand.
- On July 1, 2008, we sold two rehabilitation hospitals in California for approximately $29.0 million resulting in a gain of approximately $12.3 million.
- On September 29, 2008, we sold one SNF in Texas for approximately $0.1 million resulting in a loss of approximately $0.5 million.

2007 *Asset Sales*

- In November 2007, we sold two SNFs in Iowa for approximately $2.8 million resulting in a gain of $0.4 million.
- In May 2007, we sold two SNFs in Texas for their net book values, generating cash proceeds of approximately $1.8 million.
- In March 2007, we sold a SNF in Arkansas for approximately $0.7 million resulting in a loss of $15 thousand. The results of this operation and the related loss are included in discontinued operations.
- In February 2007, we sold a closed SNF in Illinois for approximately $0.1 million resulting in a loss of $35 thousand. The results of this operation and the related loss are included in discontinued operations.
- In January 2007, we sold two ALFs in Indiana for approximately $3.6 million resulting in a gain of approximately $1.7 million. The results of these operations and the related gains are included in discontinued operations.

2006 Asset Sales

- In October 2006, we sold an ALF in Ohio resulting in an accounting gain of approximately $0.4 million. The results of this operation and the related gain are included in discontinued operations.
- In May 2006, we sold two SNFs in California resulting in an accounting loss of approximately $0.1 million. The results of these operations and the related losses are included in discontinued operations.
- In March 2006, we sold a SNF in Illinois resulting in an accounting loss of approximately $0.2 million. The results of this operation and the related loss are included in discontinued operations.

NOTE 4 – OWNED AND OPERATED ASSETS

At December 31, 2008, we own and are operating two facilities with a total of 279 beds that were previously recovered from a bankrupt operator/tenant.

Since November 2007, affiliates of Haven, one of our operators/lessees/mortgagors, operated under Chapter 11 bankruptcy protection. Commencing in February 2008, the assets of the Haven facilities were marketed for sale via an auction process to be conducted through proceedings established by the bankruptcy court. The auction process failed to produce a qualified buyer. As a result, and pursuant to our rights as ordered by the bankruptcy court, Haven moved the bankruptcy court to authorize us to credit bid certain of the indebtedness that it owed to us in exchange for taking ownership of and transitioning certain of its assets to a new entity in which we have a substantial ownership interest, all of which was approved by the bankruptcy court on July 4, 2008. Effective as of July 7, 2008, we took ownership and/or possession of 15 facilities previously operated by Haven and TC Healthcare, a new entity and an interim operator in which we have a substantial economic interest, began operating these facilities on our behalf through an independent contractor.

On August 6, 2008, we entered into a Master Transaction Agreement ("MTA") with affiliates of Formation whereby Formation agreed (subject to certain closing conditions, including the receipt of licensure) to lease 14 SNFs and one ALF facility under a master lease. These facilities were formerly leased to Haven.

Effective September 1, 2008, we completed the operational transfer, of 12 SNFs and one ALF to affiliates of Formation, in accordance with the terms of the MTA. The 13 facilities are located in Connecticut (5), Rhode Island (4), New Hampshire (3) and Massachusetts (1). As part of the transaction, Genesis Healthcare ("Genesis") has entered into a long-term management agreement with Formation to oversee the day-to-day operations of each of these facilities. The two remaining facilities in Vermont, which are currently being operated by TC Healthcare, will transfer to Formation/Genesis upon the appropriate regulatory approvals expected sometime in the near future. Our financial statements include the financial position and results of operations of TC Healthcare from July 7, 2008 to December 31, 2008. As of December 31, 2008, our gross investment in land and buildings for the two properties operated by TC Healthcare was approximately $14.4 million.

Nursing home revenues, expenses, assets and liabilities included in our consolidated financial statements that relate to such owned and operated assets are set forth in the tables below.

	For Year Ended December 31,	
	2008	2007
	(in thousands)	
Nursing home revenues [1] [3]	$ 24,170	$ —
Nursing home expenses [2] [3]	27,601	—
Loss from nursing home operations	$ (3,431)	$ —

(1) Nursing revenues and expenses includes revenues and expenses for 15 facilities for the period July 7, 2008 through August 31, 2008 and two facilities from September 1, 2008 through December 31, 2008.
(2) Includes $0.9 million related to employee severance.
(3) Nursing home revenues and expenses for the three months ended December 31, 2008, were $4.8 million and $6.8 million, respectively.

NOTE 5 - MORTGAGE NOTES RECEIVABLE

Mortgage notes receivable relate to fixed-rate mortgages on 15 long-term care facilities. The mortgage notes are secured by first mortgage liens on the borrowers' underlying real estate and personal property. The mortgage notes receivable relate to facilities located in four states, operated by four independent healthcare operating companies. We monitor compliance with mortgages and when necessary have initiated collection, foreclosure and other proceedings with respect to certain outstanding loans. As of December 31, 2008, we have no foreclosed property and none of our mortgages were in foreclosure proceedings.

2008 and 2007 Mortgage Note Activity

In January 2008, we purchased from GE Capital a $39.0 million mortgage loan due October 2012 on seven facilities then operated by Haven. Prior to the acquisition of this mortgage, we had a $22.8 million second mortgage on these facilities, resulting in a combined $61.8 million mortgage on these facilities immediately following the purchase from GE Capital. In conjunction with the above-noted mortgage and the application of FIN 46R, we consolidated the financial statements and real estate of the Haven entity that was the obligor under this mortgage loan into our financial statements. On July 7, 2008, we took ownership and/or possession of the Haven facilities and a new entity assumed operations of the facilities. As a result of our taking ownership and/or possession of the Haven facilities, effective July 7, 2008, the mortgage note was retired and we were no longer required to consolidate the Haven entity.

On April 18, 2008, and simultaneous with the amendment and extension of the master lease with CommuniCare Health Services ("CommuniCare"), we entered into a first mortgage loan with CommuniCare in the amount of $74.9 million. This mortgage loan matures on April 30, 2018 and carries an interest rate of 11% per year. The $74.9 million mortgage included $4.9 million in funds placed in escrow for the purchase of a facility that was pending environmental and other studies prior to closure. In December 2008, CommuniCare notified us of their decision not to purchase the additional facility and the escrow agent returned the escrowed funds to us. As of December 31, 2008, the outstanding mortgage note was $69.9 million. CommuniCare used the proceeds of the mortgage loan to acquire seven (7) SNFs located in Maryland, totaling 965 beds from several unrelated third parties. The mortgage loan is secured by a lien on the seven (7) facilities. The mortgage properties are cross-collateralized with the master lease agreement.

The outstanding principal amounts of mortgage notes receivable, net of allowances, were as follows:

	December 31, 2008	December 31, 2007
	(in thousands)	
Mortgage note due 2014; monthly payment of $66,923, including interest at 11.00%	$ 6,701	$ 6,752
Mortgage note due 2018; monthly payment of $635,303, including interest at 11.00%	69,928	-
Mortgage note due 2010; monthly payment of $124,833, including interest at 11.50%	12,474	12,534
Mortgage note due 2016; monthly interest only payment of $116,992 at 11.50%	11,095	10,945
Other mortgage notes	623	1,458
Total mortgages — net [(1)]	$ 100,821	$ 31,689

[(1)] Mortgage notes are shown net of allowances of $0.0 million in 2008 and 2007.

NOTE 6 - OTHER INVESTMENTS

A summary of our other investments is as follows:

	December 31, 2008	December 31, 2007
	(in thousands)	
Notes receivable, net	$ 25,337	$ 9,400
Marketable securities and other	4,527	4,283
Total other investments	$ 29,864	$ 13,683

At December 31, 2008, we had 9 notes receivable, with maturities ranging from on demand to 2018. At December 31, 2007, we had 10 notes receivable, with maturities ranging from on demand to 2016. At December 31, 2008 and 2007, we had total reserves of approximately $2.2 million on two notes.

For the year ended December 31, 2008 and 2007, apart from the normal scheduled monthly loan payments, we had the following transactions that impacted our other investments:

2008 Transactions

Haven Properties Debtor-in-Possession Financing Agreement

In January 2008, Haven entered into a debtors-in-possession financing ("DIP") agreement with us and one other financial institution (collectively, the "DIP Lenders"), in which our initial participation was approximately $5.0 million of a $50 million total commitment. The agreement was originally scheduled to mature in June 2008 and yield an interest rate of the greater of prime plus 3% or 9.5% annually. On June 4, 2008, the DIP Lenders and Haven amended the DIP agreement (the "Amended DIP") which, among other things, extended the term to allow Haven additional time to sell its assets. As collateral for the Amended DIP, we received the right to use all facility accounts receivable generated from the Omega facilities from June 4, 2008 to satisfy any of our post-June 3, 2008 advances. As of December 31, 2008, we had collected all outstanding balances on the DIP agreement and had $1.2 million net outstanding related to the Amended DIP.

Formation Capital Note Origination

In September 2008, we entered into a loan agreement with Formation pursuant to which we agreed to provide Formation up to $23.0 million working capital in two years.

Alden Management Note Payoff

In May 2008, we received approximately $0.8 million in proceeds on a loan payoff.

Mark Ide Limited Liability Company Note Payoff

In May 2008, we received approximately $1.3 million in proceeds on a loan payoff.

Nexion Health, Inc. Note Payoff

In February 2008, we received approximately $0.1 million in proceeds on a loan payoff.

2007 Transactions

Debtor-in-Possession Financing Agreement

In May 2007, we entered into a DIP financing agreement with one of our operators, providing up to $6.0 million to maintain its day-to-day operation while it was undergoing its workout plan. The balance was paid off in August 2007.

Alden Management Note Payoff

In August 2007, we received approximately $4.0 million in proceeds on a loan payoff.

NOTE 7 - CONCENTRATION OF RISK

As of December 31, 2008, our portfolio of domestic investments consisted of 256 healthcare facilities, located in 28 states and operated by 25 third-party operators. Our gross investment in these facilities, net of impairments and before reserve for uncollectible loans, totaled approximately $1.5 billion at December 31, 2008, with approximately 99% of our real estate investments related to long-term care facilities. This portfolio is made up of 227 SNFs, seven ALFs, two rehabilitation hospitals, two ILFs, fixed rate mortgages on 15 SNFS, two SNFS that are owned and operated and one SNF is currently held for sale. At December 31, 2008, we also held miscellaneous investments of approximately $29.9 million, consisting primarily of secured loans to third-party operators of our facilities.

At December 31, 2008, approximately 24% of our real estate investments were operated by two public companies: Sun Healthcare Group, Inc ("Sun") (14%) and Advocat (10%). Our largest private company operators (by investment) were CommuniCare (22%), Signature Holding II, LLC (10%). No other operator represents more than 9% of our investments. The three states in which we had our highest concentration of investments were Ohio (23%), Florida (12%) and Pennsylvania (10%) at December 31, 2008.

For the year ended December 31, 2008, our revenues from operations totaled $193.8 million, of which approximately $31.7 million were from Sun (16%), $31.6 million from CommuniCare (16%) and $20.5 million from Advocat (11%). No other operator generated more than 9% of our revenues from operations for the year ended December 31, 2008. In addition, our owned and operated assets generated $24.2 million (12%) of revenue in 2008. Thirteen of these facilities were transitioned/leased to a new operator/tenant effective September 1, 2008.

Sun and Advocat are subject to the reporting requirements of the SEC and are required to file with the SEC annual reports containing audited financial information and quarterly reports containing unaudited interim financial information. Sun's and Advocat's filings with the SEC can be found at the SEC's website at www.sec.gov. We are providing this data for information purposes only, and you are encouraged to obtain Sun's and Advocat's publicly available filings from the SEC.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

NOTE 8 - LEASE AND MORTGAGE DEPOSITS

We obtain liquidity deposits and letters of credit from most operators pursuant to our lease and mortgage contracts with the operators. These generally represent the rental and mortgage interest for periods ranging from three to six months with respect to certain of its investments. At December 31, 2008, we held $6.3 million in such liquidity deposits and $29.6 million in letters of credit. The liquidity deposits may be applied in the event of lease and loan defaults, subject to applicable limitations under bankruptcy law with respect to operators filing under Chapter 11 of the United States Bankruptcy Code. Liquidity deposits are recorded as restricted cash on our consolidated balance sheet. Additional security for rental and mortgage interest revenue from operators is provided by covenants regarding minimum working capital and net worth, liens on accounts receivable and other operating assets of the operators, provisions for cross default, provisions for cross-collateralization and by corporate/personal guarantees.

NOTE 9 - BORROWING ARRANGEMENTS

Secured Borrowings

At December 31, 2008, we had $63.5 million outstanding under our $255.0 million revolving senior secured credit facility (the "Credit Facility") and no letters of credit outstanding, leaving availability of $191.5 million as of December 31, 2008. The $63.5 million of outstanding borrowings had a blended interest rate of 2.0% at December 31, 2008. The Credit Facility matures in March 2010.

At December 31, 2007, we had $48.0 million outstanding under the Credit Facility and $2.1 million of letters of credit outstanding. The $48.0 million of outstanding borrowings had a blended interest rate of 6.15% at December 31, 2007.

For the years ended December 31, 2008 and 2007, the weighted average interest rates were 3.89% and 6.70%, respectively.

The Credit Agreement (the "Credit Agreement") that governs our Credit Facility, allowed us to increase our available borrowing base under the Credit Agreement from $200.0 million up to an aggregate of $300.0 million, subject to certain conditions. Effective February 22, 2007, we exercised our right to increase the available revolving commitment under the Credit Agreement from $200.0 million to $255.0 million and we consented to the addition of 18 of our properties to the borrowing base assets under the Credit Agreement. In 2007, we paid approximately $0.7 million in fees and expenses associated with increasing the available revolving commitments. At December 31, 2008, we had real estate assets with a gross book value of $271.5 million pledged as collateral for the Credit Facility.

Our long-term borrowings require us to meet certain property level financial covenants and corporate financial covenants, including prescribed leverage, fixed charge coverage, minimum net worth, limitations on additional indebtedness and limitations on dividend payouts. As of December 31, 2008, we were in compliance with all property level and corporate financial covenants.

The Credit Agreement has certain financial covenants that limit the distribution of dividends paid during a fiscal quarter to no more than 95% of our aggregate cumulative Funds From Operations ("FFO") as defined in the Credit Agreement unless a greater distribution is required to maintain REIT status. The Credit Agreement defines FFO as net income (or loss) plus depreciation and amortization and shall be adjusted for charges related to: (i) restructuring our debt; (ii) redemption of preferred stock; (iii) litigation charges up to $5.0 million; (iv) non-cash charges for accounts and notes receivable up to $5.0 million; (v) non-cash compensation related expenses; (vi) non-cash impairment charges; and (vii) tax liabilities in an amount not to exceed $8.0 million.

Unsecured Borrowings

Other Long-Term Borrowings

In January 2008, we purchased from GE Capital a $39.0 million mortgage loan due October 2012 on seven facilities then operated by Haven. Prior to the acquisition of this mortgage, we had a $22.8 million second mortgage on these facilities, resulting in a combined $61.8 million mortgage on these facilities immediately following the purchase from GE Capital. In conjunction with the above-noted mortgage and purchase option and the application of FIN 46R, we consolidated the financial statements and real estate of the Haven entity that was the obligor under this mortgage loan into our financial statements. On July 7, 2008, we took ownership and/or possession of the Haven facilities and TC Healthcare assumed operations of the facilities. As a result of our taking ownership and/or possession of the Haven facilities, effective July 7, 2008, the mortgage note was retired and we were no longer required to consolidate the Haven entity pursuant to FIN 46R. See Note 1 – Organization and Basis of Presentation for additional discussion regarding the impact of the consolidation of the Haven entity on our financial statements.

The following is a summary of our long-term borrowings:

	December 31, 2008	2007
	(in thousands)	
Unsecured borrowings:		
7% Notes due April 2014	$ 310,000	$ 310,000
7% Notes due January 2016	175,000	175,000
Haven – GE Loan due October 2012	—	39,000
Premium on 7% Notes due April 2014	831	990
Discount on 7% Notes due January 2016	(1,134)	(1,276)
Other long-term borrowings	—	1,995
	484,697	525,709
Secured borrowings:		
Revolving lines of credit	63,500	48,000
Totals	$ 548,197	$ 573,709

The required principal payments, excluding the premium/discount on the 7% Notes, for each of the five years following December 31, 2008 and the aggregate due thereafter are set forth below:

	(in thousands)
2009	$ —
2010	63,500
2011	—
2012	—
2013	—
Thereafter	485,000
Totals	$ 548,500

NOTE 10 - FINANCIAL INSTRUMENTS

At December 31, 2008 and 2007, the carrying amounts and fair values of our financial instruments were as follows:

	2008		2007	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(in thousands)			
Assets:				
Cash and cash equivalents	$ 209	$ 209	$ 1,979	$ 1,979
Restricted cash	6,294	6,294	2,104	2,104
Mortgage notes receivable – net	100,821	93,892	31,689	31,880
Other investments	29,864	25,343	13,683	13,642
Totals	$ 137,188	$ 125,738	$ 49,455	$ 49,605
Liabilities:				
Revolving lines of credit	$ 63,500	$ 59,550	$ 48,000	$ 48,000
7.00% Notes due 2014	310,000	268,712	310,000	302,744
7.00% Notes due 2016	175,000	137,285	175,000	178,576
(Discount)/Premium on 7.00% Notes – net	(303)	(37)	(286)	(191)
Other long-term borrowings	—	—	40,995	41,039
Totals	$ 548,197	$ 465,510	$ 573,709	$ 570,168

Fair value estimates are subjective in nature and are dependent on a number of important assumptions, including estimates of future cash flows, risks, discount rates and relevant comparable market information associated with each financial instrument (see Note 2 – Summary of Significant Accounting Policies). The use of different market assumptions and estimation methodologies may have a material effect on the reported estimated fair value amounts. Accordingly, the estimates presented above are not necessarily indicative of the amounts we would realize in a current market exchange.

The following methods and assumptions were used in estimating fair value disclosures for financial instruments.

- Cash and cash equivalents: The carrying amount of cash and cash equivalents reported in the balance sheet approximates fair value because of the short maturity of these instruments (i.e., less than 90 days).

- Mortgage notes receivable: The fair values of the mortgage notes receivables are estimated using a discounted cash flow analysis, using interest rates being offered for similar loans to borrowers with similar credit ratings.

- Other investments: Other investments are primarily comprised of: (i) notes receivable; (ii) a redeemable non-convertible preferred security; and (iii) a subordinated debt instrument of a publicly traded company in 2006 and paid off in 2007. The fair values of notes receivable are estimated using a discounted cash flow analysis, using interest rates being offered for similar loans to borrowers with similar credit ratings. The fair value of the marketable securities are estimated using discounted cash flow and volatility assumptions or, if available, a quoted market value.

- Revolving lines of credit: The fair value of our borrowings under variable rate agreements are estimated using an expected present value technique based on expected cash flows discounted using the current credit-adjusted risk-free rate.

- Senior notes and other long-term borrowings: The fair value of our borrowings under fixed rate agreements are estimated based on open market trading activity provided by a third party.

NOTE 11 – TAXES

We were organized, have operated, and intend to continue to operate in a manner that enables us to qualify for taxation as a REIT under Sections 856 through 860 of the Internal Revenue Code. On a quarterly and annual basis we perform several analyses to test our compliance within the REIT taxation rules. In order to qualify as a REIT, we are required to: (i) distribute dividends (other than capital gain dividends) to our stockholders in an amount at least equal to (A) the sum of (a) 90% of our "REIT taxable income" (computed without regard to the dividends paid deduction and our net capital gain), and (b) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of non-cash income on an annual basis, (ii) ensure that at least 75% and 95%, respectively of our gross income is generated from qualifying sources that are described in the REIT tax law, (iii) ensure that at least 75% of our assets consist of qualifying assets, such as real property, mortgages, and other qualifying assets described in the REIT tax law, (iv) ensure that we do not own greater than 10% of the voting or value of any one security, (v) ensure that we don't own either debt or equity securities of another company that are in excess of 5% of our total assets and (vi) ensure that no more that 20% of our assets are invested in one or more taxable REIT subsidiaries. In addition to the income and asset tests, the REIT rules require that no less than 100 shareholders own shares or an interest in the REIT and that five or fewer individuals do not own (directly or indirectly) more than 50% of the shares or proportionate interest in the REIT. If we fail to qualify as a REIT in any tax year, we will be subject to federal income tax on our taxable income at regular corporate rates and may not be able to qualify as a REIT for the four subsequent years.

We are also subject to federal taxation of 100% of the derived net income if we sell or dispose of property, other than foreclosure property, that we held primarily for sale to customers in the ordinary course of a trade or business. We believe that we do not hold assets for sale to customers in the ordinary course of business and that none of the assets currently held for sale or that have been sold would be considered a prohibited transaction within the REIT taxation rules.

So long as we qualify as a REIT we generally will not be subject to Federal income taxes on the REIT taxable income that we distribute to stockholders, subject to certain exceptions. In 2008, we paid preferred and common dividend payments of $98.1 million which satisfies the 2008 REIT requirements relating to the distribution of our REIT Taxable Income. On a quarterly and annual basis we tested our compliance within the REIT taxation rules described above to ensure that we were in compliance with the rules.

In July 2008, we assumed operating responsibilities for the 15 Haven facilities due to the bankruptcy of one of our operators/tenants. In September 2008, we entered into an agreement to lease these facilities to a new operator/tenant. Effective September 1, 2008, the new operator/tenant assumed operating responsibility for 13 of the 15 facilities, and, as a result, we retained operating responsibility for two properties as of December 31, 2008. We are in the process of addressing state regulatory requirements necessary to transfer the final two properties to the new operator/tenant. We intend to make an election on our 2008 federal income tax return to treat the Haven facilities as foreclosure properties. Because we acquired possession in connection with a foreclosure, the Haven facilities are eligible to be treated as foreclosure property until the end of 2011. Although the Secretary of Treasury may extend the foreclosure property period until the end of 2014, there can be no assurance that we will receive such an extension. So long as the Haven facilities qualify as foreclosure property, our gross income from the properties will be qualifying income for the 75% and 95% gross income tests, but we will generally be subject to corporate income tax at the highest rate on the net income from the properties. If one or more of the Haven facilities were to inadvertently fail to qualify as foreclosure property, we would likely recognize nonqualifying income from such property for purposes of the 75% and 95% gross income tests, which could cause us to fail to qualify as a REIT. In addition, any gain from a sale of such property could be subject to the 100% prohibited transactions tax. Although we intend to sell or lease the remaining Haven facilities to one or more unrelated third parties prior to the end of 2011, no assurance can be provided that we will accomplish that objective. After the year 2000, the definition of foreclosure property was amended to include any "qualified health care property," as defined in Code Section 856(e)(6) acquired by us as the result of the termination or expiration of a lease of such property. We have operated qualified healthcare facilities acquired in this manner for up to two years (or longer if an extension was granted). However, we do not currently own any property with respect to which we have made foreclosure property elections. Properties that we had taken back in a foreclosure or bankruptcy and operated for our own account were treated as foreclosure properties for income tax purposes, pursuant to Internal Revenue Code Section 856(e). Gross income from foreclosure properties was classified as "good income" for purposes of the annual REIT income tests upon making the election on the tax return. Once made, the income was classified as "good" for a period of three years, or until the properties were no longer operated for our own account. In all cases of foreclosure property, we utilized an independent contractor to conduct day-to-day operations to maintain REIT status. In certain cases we operated these facilities through a taxable REIT subsidiary. For those properties operated through the taxable REIT subsidiary, we utilized an eligible independent contractor to conduct day-to-day operations to maintain REIT status. As a result of the foregoing, we do not believe that our participation in the operation of nursing homes increased the risk that we would fail to qualify as a REIT. Through our 2008 taxable year, we had not paid any tax on our foreclosure property because those properties had been producing losses. We cannot predict whether, in the future, our income from foreclosure property will be significant and/or whether we could be required to pay a significant amount of tax on that income.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

Subject to the limitation described above under the REIT asset test rules, we are permitted to own up to 100% of the stock of one or more TRSs. Currently, we have one TRS that is taxable as a corporation and that pays federal, state and local income tax on its net income at the applicable corporate rates. The TRS had a net operating loss carry-forward as of December 31, 2008 of $1.1 million. The loss carry-forward was fully reserved with a valuation allowance due to uncertainties regarding realization.

NOTE 12 - RETIREMENT ARRANGEMENTS

Our company has a 401(k) Profit Sharing Plan covering all eligible employees. Under this plan, employees are eligible to make contributions, and we, at our discretion, may match contributions and make a profit sharing contribution.

We have a Deferred Compensation Plan which is an unfunded plan under which we can award units that result in participation in the dividends and future growth in the value of our common stock. There are no outstanding units as of December 31, 2008.

Amounts charged to operations with respect to these retirement arrangements totaled approximately $151,500, $77,600 and $62,700 in 2008, 2007 and 2006, respectively.

NOTE 13 – STOCKHOLDERS' EQUITY

Stockholders' Equity

Purchase of 400,000 shares of Series D Preferred Stock

On October 16, 2008, we purchased 400,000 shares of our Series D Preferred Stock (NYSE:OHI PrD) at a price of $18.90 per share. The liquidation preference for the Series D Preferred Stock ("Series D") is $25.00 per share. Under FASB-EITF Issue D-42, *The Effect on the Calculation of Earnings per Share for the Redemption or Induced Conversion of Preferred Stock* , the purchase of the Series D Preferred Stock shares resulted in a fourth quarter 2008 gain of approximately $2.1 million, net of a non-cash charge $0.3 million reflecting the write-off of the pro-rata portion of the original issuance costs of the Series D Preferred Stock.

6.0 Million Share Common Stock Offering

On September 19, 2008, we closed an underwritten public offering of 6.0 million shares our common stock at $16.37 per share. The net proceeds, after deducting underwriting discounts and offering expenses, were approximately $96.9 million. The net proceeds were used to repay indebtedness under our senior credit facility and for working capital and general corporate purposes.

5.9 Million Common Stock Offering

On May 6, 2008, we have issued 5.9 million shares of our common stock at $16.93 per share in a registered direct placement to a number of institutional investors. The net proceeds from the offering were approximately $98.8 million, after deducting the placement agent's fee and other estimated offering expense. The net proceeds were used to repay indebtedness under our senior credit facility.

Dividend Reinvestment and Common Stock Purchase Plan

We have a Dividend Reinvestment and Common Stock Purchase Plan (the "DRSPP") that allows for the reinvestment of dividends and the optional purchase of our common stock. For the twelve-month period ended December 31, 2008, we issued 2,067,809 shares of common stock for approximately $34.1 million in net proceeds. For the twelve- month period ended December 31, 2007, we issued 1,189,779 shares of common stock for approximately $18.9 million in net proceeds.

On October 29, 2008, we announced the immediate suspension of the optional cash purchase component of our DRSPP until further notice. Dividend reinvestment and all other features of the DRSPP will continue as set forth in the DRSPP, including sales, transfers and certificate issuances of stock held in participant accounts.

Stockholders participating in the DRSPP who have elected to reinvest dividends will continue to have cash dividends reinvested in accordance with the DRSPP.

7.130 Million Common Stock Offering

On April 3, 2007, we completed an underwritten public offering of 7,130,000 shares our common stock at $16.75 per share, less underwriting discounts. The sale included 930,000 shares sold in connection with the exercise of an over-allotment option granted to the underwriters. We received approximately $112.9 million in net proceeds from the sale of the shares, after deducting underwriting discounts and offering expenses. The net proceeds were used to repay indebtedness under our Credit Facility.

NOTE 14 –STOCK-BASED COMPENSATION

We offer stock-based compensation to our employees that include stock options, restricted stock awards and performance share awards. Under the terms of our 2000 Stock Incentive Plan (the "2000 Plan") and the 2004 Stock Incentive Plan (the "2004 Plan"), we reserved 3,500,000 shares and 3,000,000 shares of common stock, respectively.

Stock Options

The 2000 and 2004 Plan allows for the issuance of stock options to employees, directors and consultants at exercise price equal to the Company's common stock price on the date of grant. The 2000 Plan and 2004 Plan do not allow for a reduction in the exercise price after the date of grant, nor does it allow for an option to be cancelled in exchange for an option with a lower exercise price per share. At December 31, 2008, there were 25,664 options outstanding under the 2000 Plan with a weighted average exercise price of $12.88 per share. We have not issued stock option to employees, directors or consultants since 2004.

Cash received from the exercise under all stock-based payment arrangements for the year ended 2008, 2007 and 2006 was $0.1 million, $58 thousand and $0.9 million, respectively. Cash used to settle equity instruments granted under stock-based payment arrangements for the year ended 2008, 2007 and 2006, was $2.7 million, $0.8 million and $0.7 million, respectively.

Restricted Stock

Restricted stock awards are independent of stock option grants and are subject to forfeiture if the holder's service to us terminates prior to vesting. Prior to vesting, ownership of the shares cannot be transferred. The restricted stock has the same dividend and voting rights as the common stock. We expense the cost of these awards ratably over their vesting period.

In 2004, we granted 317,500 shares of restricted stock to four executive officers under the 2004 Plan. The shares vest thirty-three and one-third percent (33 1/3%) on each of January 1, 2005, January 1, 2006 and January 1, 2007 so long as the executive officer remains employed on the vesting date. As of December 31, 2007, there were no shares of unvested restricted stock outstanding.

In May 2007, we granted 286,908 shares of restricted stock to five executive officers under the 2004 Plan. The restricted stock award vests one-seventh on December 31, 2007 and two-sevenths on December 31, 2008, December 31, 2009, and December 31, 2010, respectively, subject to continued employment on the vesting date (as defined in the agreements filed with the SEC on May 8, 2007). As of December 31, 2008, there were 163,947 shares of unvested restricted stock outstanding.

In addition, in January of each year we grant restricted stock to directors as part of the annual retainer. These shares vest ratably over a three year period.

The following table summarizes the activity in restricted stock for the years ended December 31, 2006, 2007 and 2008:

	Number of Shares	Weighted-Average Grant-Date Fair Value per Share	Compensation Cost (1) (in millions)
Non-vested at December 31, 2005	218,666	$ 10.56	
Granted during 2006	7,000	12.59	$ 0.1
Vested during 2006	(108,170)	10.55	
Non-vested at December 31, 2006	117,496	$ 10.68	
Granted during 2007	295,408	17.07	$ 5.0
Vested during 2007	(151,487)	12.34	
Non-vested at December 31, 2007	261,417	$ 16.94	
Granted during 2008	8,500	15.04	$ 0.1
Vested during 2008	(89,475)	16.80	
Non-vested at December 31, 2008	180,442	$ 16.92	

(1) Total compensation cost to be recognized on the awards based on grant date fair value.

Performance Restricted Stock Units

Performance Restricted Stock Units ("PRSU") are subject to forfeiture if the employee terminates service prior to vesting. Prior to vesting, ownership of the shares cannot be transferred. The dividends on the PRSUs accumulate and if vested are paid. We expense the cost of these awards ratably over their service period.

In September 2004, we issued 317,500 PRSU to four executive officers under the 2004 Plan. The PRSU fully vest into shares of common stock if our company attains $0.30 per share of adjusted funds from operations ("AFFO") (as defined in the applicable restricted stock unit agreements) for two (2) consecutive quarters. During the third quarter of 2006, we achieved the vesting target as defined in the 2004 Plan, and recognized $3.3 million compensation expense associated with the vesting of the performance shares. Pursuant to the terms of the performance restricted stock unit agreements, each of the executive officers did not receive the vested shares attributable to the performance restricted stock units until January 1, 2008. As of December 31, 2007, we had 317,500 shares of PRSU vested and outstanding. We used the fair value on the grant date to determine the compensation cost.

In May 2007, we awarded in two types of PRSU (annual and cliff vesting awards) to our five executives totaling 247,992 shares. One half of the PRSU awards vest annually in equal increments on December 31, 2008, December 31, 2009, and December 31, 2010, respectively. The other half of the PRSU awards cliff vest on December 31, 2010. Vesting on both types of awards requires achievement of total shareholder return as defined in the agreements filed with the SEC on May 8, 2007. All vested shares will be delivered to the executive on January 2, 2011, provided that the executive is employed, or will be delivered on the date of cessation of service as an employee if the employee was terminated without cause or the employee terminated employment with cause.

We used a Monte Carlo model to estimate the fair value and derived service periods for PRSUs granted to the executives in May 2007. The following are some of the significant assumptions used in estimating the value of the awards:

Closing stock price on date of grant	$17.06
20-day-average stock price	$17.27
Risk-free interest rate at time of grant	4.6% to 5.1%
Expected volatility	24.0% to 29.4%

The following table summarizes the activity in PRSU for the years ended December 31, 2006, 2007 and 2008:

	Number of Shares	Weighted-Average Grant-Date Fair Value per Share
Non-vested at December 31, 2005	317,500	$ 10.54
Granted during 2006	-	-
Vested during 2006	(317,500)	10.54
Non-vested at December 31, 2006	-	$ -
Granted during 2007	247,992	7.28
Vested during 2007	-	-
Non-vested at December 31, 2007	247,992	$ 7.28
Granted during 2008	-	-
Vested during 2008	-	-
Non-vested at December 31, 2008	247,992	$ 7.28

The following table summarizes the unrecognized compensation cost at December 31, 2008 and the remaining contractual term:

	Unrecognized Compensation Cost (in thousands)	Weighted Average Service Period (in months)
Stock Options	$ -	-
Restricted Stock	2,670	24
Performance Restricted Stock Units	729	24
Total	$ 3,399	24

NOTE 15 - DIVIDENDS

Common Dividends

On January 15, 2009, the Board of Directors declared a common stock dividend of $0.30 per share that was paid on February 17, 2009 to common stockholders of record on January 30, 2009.

On October 16, 2008, the Board of Directors declared a common stock dividend of $0.30 per share. The common dividend was paid November 17, 2008 to common stockholders of record on October 31, 2008.

On July 16, 2008, the Board of Directors declared a common stock dividend of $0.30 per share. The common dividend was paid August 15, 2008 to common stockholders of record on July 31, 2008.

On April 16, 2008, the Board of Directors declared a common stock dividend of $0.30 per share, an increase of $0.01 per common share compared to the prior quarter. The common dividend was paid May 15, 2008 to common stockholders of record on April 30, 2008.

On January 17, 2008, the Board of Directors declared a common stock dividend of $0.29 per share, an increase of $0.01 per common share compared to the prior quarter. The common dividend was paid February 15, 2008 to common stockholders of record on January 31, 2008.

Series D Preferred Dividends

On January 15, 2009, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on its 8.375% Series D cumulative redeemable preferred stock (the "Series D Preferred Stock"), that were paid February 17, 2009 to preferred stockholders of record on January 30, 2009. The liquidation preference for our Series D Preferred Stock is $25.00 per share. Regular quarterly preferred dividends for the Series D Preferred Stock represent dividends for the period November 1, 2008 through January 31, 2009.

On October 16, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D preferred stock that were paid November 17, 2008 to preferred stockholders of record on October 31, 2008.

On July 16, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D Preferred Stock that were paid August 15, 2008 to preferred stockholders of record on July 31, 2008.

On April 16, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D Preferred Stock that were paid May 15, 2008 to preferred stockholders of record on April 30, 2008.

On January 17, 2008, the Board of Directors declared regular quarterly dividends of approximately $0.52344 per preferred share on the Series D Preferred Stock that were paid February 15, 2008 to preferred stockholders of record on January 31, 2008.

Per Share Distributions

Per share distributions by our company were characterized in the following manner for income tax purposes (unaudited):

	Year Ended December 31,		
	2008	2007	2006
Common			
Ordinary income	$ 0.987	$ 0.765	$ 0.560
Return of capital	0.203	0.315	0.400
Long-term capital gain	—	—	—
Total dividends paid	$ 1.190	$ 1.080	$ 0.960
Series D Preferred			
Ordinary income	$ 2.094	$ 2.094	$ 2.094
Return of capital	—	—	—
Long-term capital gain	—	—	—
Total dividends paid	$ 2.094	$ 2.094	$ 2.094

For additional information regarding dividends, see Note 9 – Borrowing Arrangements and Note 11 – Taxes.

NOTE 16 - LITIGATION

In 1999, we filed suit against a former tenant seeking damages based on claims of breach of contract. The defendants denied the allegations made in the lawsuit. In June 2008, we were awarded damages in a jury trial. The case was then settled prior to appeal. In settlement of our claim against the defendants, we agreed in January 2009 to accept a lump sum cash payment of $6.8 million. The cash proceeds were offset by related expenses incurred of $2.3 million, resulting in a net gain of $4.5 million paid in January 2009. This gain will be recorded during the first quarter of 2009.

OMEGA HEALTHCARE INVESTORS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued

In 2005, we accrued $1.1 million to settle a dispute relating to capital improvement requirements associated with a lease that expired June 30, 2005. Although no formal complaint for damages was filed against us, in February 2006, we agreed to settle this dispute for approximately $1.0 million. In addition, we and several of our wholly-owned subsidiaries were named as defendants in professional liability claims related to our owned and operated facilities prior to 2005. Other third-party managers responsible for the day-to-day operations of these facilities have also been named as defendants in these claims. In these suits, patients of certain previously owned and operated facilities have alleged significant damages, including punitive damages against the defendants. While any legal proceeding or claim has an element of uncertainty, management believes that the outcome of each lawsuit, claim or legal proceeding that is pending or threatened, or all of them combined, will not have a material adverse effect on our consolidated financial position or results of operations. All of these suits have been settled.

NOTE 17 - SUMMARY OF QUARTERLY RESULTS (UNAUDITED)

The following summarizes quarterly results of operations for the years ended December 31, 2008 and 2007.

	March 31	June 30	September 30	December 31
	(in thousands, except per share amounts)			
2008				
Revenues	$ 40,866	$ 43,735	$ 59,999	$ 49,162
Income from continuing operations	16,788	17,122	28,072	15,709
Discontinued operations	446	-	-	-
Net income	17,234	17,122	28,072	15,709
Net income available to common	14,753	14,641	25,592	15,565
Income from continuing operations per share:				
Basic income from continuing operations	$ 0.21	$ 0.20	$ 0.33	$ 0.19
Diluted income from continuing operations	$ 0.21	$ 0.20	$ 0.33	$ 0.19
Net income available to common per share:				
Basic net income	$ 0.21	$ 0.20	$ 0.33	$ 0.19
Diluted net income	$ 0.21	$ 0.20	$ 0.33	$ 0.19
Cash dividends paid on common stock	$ 0.29	$ 0.30	$ 0.30	$ 0.30
2007				
Revenues	$ 42,623	$ 38,117	$ 39,224	$ 39,594
Income from continuing operations	18,999	16,016	15,312	17,271
Discontinued operations	1,660	34	37	45
Net income	20,659	16,050	15,349	17,316
Net income available to common	18,178	13,569	12,869	14,835
Income from continuing operations per share:				
Basic income from continuing operations	$ 0.27	$ 0.20	$ 0.19	$ 0.22
Diluted income from continuing operations	$ 0.27	$ 0.20	$ 0.19	$ 0.22
Net income available to common per share:				
Basic net income	$ 0.30	$ 0.20	$ 0.19	$ 0.22
Diluted net income	$ 0.30	$ 0.20	$ 0.19	$ 0.22
Cash dividends paid on common stock	$ 0.26	$ 0.27	$ 0.27	$ 0.28

NOTE 18 - EARNINGS PER SHARE

We calculate basic and diluted earnings per common share ("EPS") in accordance with FAS No. 128. The computation of basic EPS is computed by dividing net income available to common stockholders by the weighted-average number of shares of common stock outstanding during the relevant period. Diluted EPS is computed using the treasury stock method, which is net income divided by the total weighted-average number of common outstanding shares plus the effect of dilutive common equivalent shares during the respective period. Dilutive common shares reflect the assumed issuance of additional common shares pursuant to certain of our share-based compensation plans, including stock options, restricted stock and PRSUs.

The following tables set forth the computation of basic and diluted earnings per share:

	Year Ended December 31,		
	2008	2007	2006
	(in thousands, except per share amounts)		
Numerator:			
Income from continuing operations	$ 77,691	$ 67,598	$ 55,905
Preferred stock dividends	(9,714)	(9,923)	(9,923)
Preferred stock repurchase gain	2,128	-	-
Numerator for income available to common from continuing operations - basic and diluted	70,105	57,675	45,982
Discontinued operations	446	1,776	(208)
Numerator for net income available to common per share - basic and diluted	$ 70,551	$ 59,451	$ 45,774
Denominator:			
Denominator for basic earnings per share	75,127	65,858	58,651
Effect of dilutive securities:			
Restricted stock	75	12	74
Stock option incremental shares	11	16	20
Denominator for diluted earnings per share	75,213	65,886	58,745
Earnings per share - basic:			
Income available to common from continuing operations	$ 0.93	$ 0.88	$ 0.78
Discontinued operations	0.01	0.02	-
Net income per share - basic	$ 0.94	$ 0.90	$ 0.78
Earnings per share - diluted:			
Income available to common from continuing operations	$ 0.93	$ 0.88	$ 0.78
Discontinued operations	0.01	0.02	-
Net income per share - diluted	$ 0.94	$ 0.90	$ 0.78

NOTE 19 – DISCONTINUED OPERATIONS

SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets,* requires the presentation of the net operating results of facilities classified as discontinued operations for all periods presented. For the year ended December 31, 2008, discontinued operations includes one month revenue of $15 thousand and a gain of $0.4 million on the sale of one SNF. For the year ended December 31, 2007, discontinued operations includes the revenue of $0.2 million and expense of $31 thousand for 6 facilities. It also includes the gain of $1.6 million on the sale of six SNFs and two ALFs. For the year ended December 31, 2006, discontinued operations includes revenue of $0.6 million and expense of $0.9 million and a gain of $0.2 million on the sale of three SNFs and one ALF.

The following table summarizes the results of operations of the facilities sold or held- for- sale for the years ended December 31, 2008, 2007 and 2006, respectively.

	Year Ended December 31,		
	2008	2007	2006
		(in thousands)	
Revenues			
Rental income	$ 15	$ 212	$ 552
Expenses			
Depreciation and amortization	—	28	193
General and administrative	—	3	40
Provision for uncollectible accounts receivable	—	—	152
Provisions for impairment	—	—	541
Subtotal expenses	—	31	926
Gain (loss) income before gain on sale of assets	15	181	(374)
Gain on assets sold – net	431	1,595	166
Discontinued operations	$ 446	$ 1,776	$ (208)

NOTE 20 – SUBSEQUENT EVENTS

In 1999, we filed suit against a former tenant seeking damages based on claims of breach of contract. The defendants denied the allegations made in the lawsuit. In June 2008, we were awarded damages in a jury trial. The case was then settled prior to appeal. In settlement of our claim against the defendants, we agreed in January 2009 to accept a lump sum cash payment of $6.8 million. The cash proceeds were offset by related expenses incurred of $2.3 million, resulting in a net gain of $4.5 million paid in January 2009. This gain will be recorded during the first quarter of 2009.

SCHEDULE III REAL ESTATE AND ACCUMULATED DEPRECIATION
OMEGA HEALTHCARE INVESTORS, INC.
December 31, 2008

Description **(1)**	Encumbrances	Initial Cost to Company: Buildings and Land	Cost Capitalized Subsequent to Acquisition: Improvements	Impairment	Other	**(3)** Gross Amount at Which Carried at Close of Period: Buildings and Land Improvements Total	**(4)** Accumulated Depreciation	Date of Renovation	Date Acquired	Life on Which Depreciation in Latest Income Statements is Computed
CommuniCare Health Services:										
Ohio (LTC, AL, RH)		218,726,757	1,998,578	-	-	220,725,335	21,130,768		1998-2008	20 years to 39 years
Pennsylvania (LTC)		20,286,067	111,194	-	-	20,397,261	2,097,645		2005	39 years
Total CommuniCare		239,012,824	2,109,772	-	-	241,122,596	23,228,413			
Sun Healthcare Group, Inc.:										
Alabama (LTC)	**(2)**	23,584,956	-	-	-	23,584,956	7,989,482	2008	1997	33 years
California (LTC)...	**(2)**	15,618,263	26,652	-	-	15,644,915	5,019,024	1964	1997	33 years
Colorado (LTC, ILF)		38,341,876	-	-	-	38,341,876	2,470,780	2008	2006	39 years
Idaho (LTC)	**(2)**	21,705,266	654,430	-	-	22,359,696	3,794,136	2008	1997-2006	33 years
Massachusetts (LTC)	**(2)**	39,018,142	932,328	(8,257,521)	-	31,692,949	9,304,472	2008	1997-1999	33 years
North Carolina (LTC)	**(2)**	22,652,488	56,951	-	-	22,709,439	9,791,591	1982-2008	1994-1997	30 years to 33 years
Ohio (LTC)	**(2)**	11,653,451	20,247	-	-	11,673,698	3,815,922	1995	1997	33 years
Tennessee (LTC)	**(2)**	7,905,139	37,234	-	-	7,942,373	3,563,795		1994	30 years
Washington (LTC)	**(2)**	10,000,000	1,798,843	-	-	11,798,843	6,788,006	2005	1995	20 years
West Virginia (LTC)	**(2)**	24,751,206	42,238	-	-	24,793,444	7,911,126	2008	1997-1998	33 years
Total Sun		215,230,787	3,568,923	(8,257,521)	-	210,542,189	60,448,334			
Signature Holdings II LLC.:										
Alabama (LTC)		4,827,266	640,457	-	-	5,467,723	368,799		2007	20 years
Florida (LTC)		85,423,730	1,791,202	-	-	87,214,932	12,255,970		1998-2006	33 years to 39 years
Georgia (LTC)		14,679,314	2,963,007	-	-	17,642,321	1,079,313	2008	2007	20 years
Kentucky (LTC)		19,015,715	1,128,366	-	-	20,144,081	3,413,564		1999-2007	33 years
Tennessee (LTC)		11,230,702	202,973	-	-	11,433,675	771,755	2008	2007	20 years
Total Signature Holdings II LLC		135,176,727	6,726,005	-	-	141,902,732	17,889,401			
Advocat, Inc.:										
Alabama (LTC)		11,588,534	3,427,225	-	-	15,015,759	6,255,848	1975, 1985, 2007	1992	31.5 years
Arkansas (LTC)		36,052,809	8,804,028	(36,350)	-	44,820,487	19,531,196	1984, 1985, 2007	1992	31.5 years
Florida (LTC)		1,050,000	1,920,000	(970,000)	-	2,000,000	437,471		1992	31.5 years
Kentucky (LTC)		15,151,027	1,562,375	-	-	16,713,402	6,840,984	1972-1994	1994-1995	33 years
Ohio (LTC)		5,604,186	250,000	-	-	5,854,186	2,428,592	1984	1994	33 years
Tennessee (LTC)		9,542,121	-	-	-	9,542,121	4,796,787	1986-1987	1992	31.5 years
Texas (LTC)		35,355,759	1,017,163	(2,239,967)	-	34,132,955	5,828,115	2008	1997-2008	33 years to 39 years
West Virginia (LTC)		5,437,221	348,642	-	-	5,785,863	2,359,857		1994-1995	33 years
Total Advocat		119,781,657	17,329,433	(3,246,317)	-	133,864,773	48,478,850			
Guardian LTC Management, Inc.										
Ohio (LTC, AL)		6,548,435	-	-	-	6,548,435	645,676		2004	39 years
Pennsylvania (LTC, AL, ILF)		115,427,312	-	-	-	115,427,312	7,961,313		2004-2008	20 years - 39 years
West Virginia (LTC)		3,995,581	-	-	-	3,995,581	392,774		2004	39 years
Total Guardian		125,971,328	-	-	-	125,971,328	8,999,763			
Formation Capital LLC.										
Connecticut (LTC)		38,762,737	2,500,199	(10,357,224)	-	30,905,712	6,193,346		1999-2004	33 years to 39 years
Massachusetts (LTC)		7,190,685	64,324	-	-	7,255,009	523,645		2006	39 years
New Hampshire (LTC, AL)		21,619,503	376,245	-	-	21,995,748	3,066,907		1998-2006	39 years
Rhode Island (LTC)		38,739,812	690,279	-	-	39,430,091	2,978,593		2006	39 years
West Virginia (LTC)		19,525,000	-	-		19,525,000	-		2008	25 years
Total Haven		125,837,737	3,631,047	(10,357,224)	-	119,111,560	12,762,491			
Nexion Health:										
Louisiana (LTC)	**(2)**	55,343,066	-	-	-	55,343,066	5,294,902	2008	1997-2006	33 years
Texas (LTC)	**(2)**	24,599,275	-	-	-	24,599,275	1,903,313	2008	2005-2006	39 years
Total Nexion Health		79,942,341	-	-	-	79,942,341	7,198,215			
Essex Healthcare:										
Ohio (LTC)		79,353,622	-	-	-	79,353,622	8,546,946		2005	39 years
Total Essex		79,353,622	-	-	-	79,353,622	8,546,946			
Other:										
Arizona (LTC)		24,029,032	2,141,226	(6,603,745)	-	19,566,513	5,549,141	2005 - 2008	1998	33 years
California (LTC)	**(2)**	17,333,030	1,778,353	-	-	19,111,383	5,705,516		1997	33 years
Colorado (LTC)		14,170,968	271,017	-	-	14,441,985	4,131,706		1998	33 years
Florida (LTC, AL)		58,367,881	1,891,512	-	-	60,259,393	14,674,099	2008	1993-1998	27 years to 37.5 years
Georgia (LTC)		10,000,000	-	-	-	10,000,000	1,401,650		1998	37.5 years
Illinois (LTC)		13,961,501	444,484	-	-	14,405,985	4,733,503		1996-1999	30 years to 33 years
Indiana (LTC)		15,142,300	2,305,705	(1,843,400)	-	15,604,605	5,870,923	1980-1994	1992-1999	30 years to 33 years
Iowa (LTC)		8,769,595	1,559,807	-	-	10,329,402	3,074,101	2007	1997	30 years to 33 years
Missouri (LTC)		12,301,560	-	(149,386)	-	12,152,174	3,488,467		1999	33 years

New Mexico (LTC)…….……..		5,200,000	-	-	-	5,200,000	260,915	2008	20 years
Ohio (LTC)…….……..		2,648,252	186,187	-	-	2,834,439	828,175	1999	33 years
Pennsylvania (LTC) ……..……..		14,400,000	-	-	-	14,400,000	4,546,183	1998	39 years
Texas (LTC)……..……	**(2)**	21,436,145	344,679	-	-	21,780,824	6,819,734	2001	33 years to 39 years
Vermont (LTC)…….……..		14,145,776	294,826	-	-	14,440,602	1,657,367	2004	39 years
Washington (AL) ……..……..		5,673,693	-	-	-	5,673,693	1,559,677	1999	33 years
Total Other…….……..		237,579,733	11,217,796	(8,596,531)	-	240,200,998	64,301,157		
Total		$1,357,886,756	$44,582,976	($30,457,593)	$ -	$1,372,012,139	251,853,570		

(1) The real estate included in this schedule is being used in either the operation of long-term care facilities (LTC), assisted living facilities (AL), independent living facilities (ILF) or rehabilitation hospitals (RH) located in the states indicated.

(2) Certain of the real estate indicated are security for the BAS Healthcare Financial Services line of credit and term loan borrowings totaling $63,500,000 at December 31, 2008.

(3)	Year Ended December 31, 2006	2007	2008
Balance at beginning of period	$ 989,006,714	$ 1,235,678,965	$ 1,274,721,518
Acquisitions	178,906,047	39,502,998	112,760,290
Impairment	-	-	(5,414,207)
Improvements	6,817,638	8,549,415	17,457,389
Consolidation under FIN 46R (a)	61,750,000	-	
Disposals/other	(801,434)	(9,009,860)	(27,512,851)
Balance at close of period	$ 1,235,678,965	$ 1,274,721,518	$ 1,372,012,139

(a) As a result of the application of FIN 46R in 2006, we consolidated an entity determined to be a VIE for which we are the primary beneficiary. Our consolidated balance sheet at December 31, 2006 and 2007 reflects gross real estate assets of $61,750,000, reflecting the real estate owned by the VIE.

(4)	2006	2007	2008
Balance at beginning of period	$ 155,849,481	$ 187,796,810	$ 221,365,513
Provisions for depreciation (a)	32,140,641	35,942,916	39,778,363
Dispositions/other	(193,312)	(2,374,213)	(9,290,306)
Balance at close of period	$ 187,796,810	$ 221,365,513	$ 251,853,570

The reported amount of our real estate at December 31, 2008 is greater than the tax basis of the real estate by approximately $32.9 million, due to the Emory and Essex acquisition's aquired tax basis.

(a) Includes depreciation for discontinued operations.

SCHEDULE IV MORTGAGE LOANS ON REAL ESTATE
OMEGA HEALTHCARE INVESTORS, INC.
December 31, 2008

Grouping	Description **(1)**	Interest Rate		Final Maturity Date	Periodic Payment Terms	Prior Liens	Face Amount of Mortgages	Carrying Amount of Mortgages **(2) (3)**	Principal Amount of Loans Subject to Delinquent Principal or Interest
1	Florida (4 LTC facilities).....	11.50	%	February 28, 2010	Interest plus $5,000 of principal payable monthly	None	12,891,500	12,474,063	
2	Florida (2 LTC facilities).....	11.50	%	June 4, 2016	Interest payable monthly	None	12,590,000	11,095,423	
3	Maryland (7 LTC facilities).....	11.00	%	April 30, 2018	Interest payable monthly	None	74,927,751	69,927,759	
4	Ohio (1 LTC facility).....	11.00	%	October 31, 2014	Interest plus $4,200 of principal payable monthly	None	6,500,000	6,356,019	
		11.00	%	October 31, 2014	Interest payable monthly	None	345,011	345,011	
5	Texas (1 LTC facility).....	11.00	%	November 30, 2011	Interest plus $26,700 of principal payable monthly	None	2,245,745	623,012	
							$ 109,500,007	$ 100,821,287	

(1) Mortgage loans included in this schedule represent first mortgages on facilities used in the delivery of long-term healthcare of which such facilities are located in the states indicated.
(2) The aggregate cost for federal income tax purposes is equal to the carrying amount.

(3)	Year Ended December 31, 2006	2007	2008
Balance at beginning of period…….....	$ 104,522,341	$ 31,886,421	$ 31,688,941
Additions during period - Placements…….....	-	345,011	74,927,751
Deductions during period - collection of principal/other…..	(10,885,920)	(542,491)	(5,795,405)
Consolidation under FIN 46R (a)……..... …..	(61,750,000)	-	-
Balance at close of period…….	$ 31,886,421	$ 31,688,941	$ 100,821,287

(a) As a result of the application of FIN 46R in 2006, we consolidated an entity that was the debtor of a mortgage note with us for $61,750,000 as of December 31, 2005.

INDEX TO EXHIBITS TO 2008 FORM 10-K

EXHIBIT NUMBER	DESCRIPTION
3.1	Amended and Restated Bylaws, as amended as of January 16, 2007. (Incorporated by reference to Exhibit 3.1 to the Company's Form S-11, filed on January 29, 2007).
3.2	Articles of Incorporation, as restated on May 6, 1996, as amended on July 19, 1999, June 3, 2002, and August 5, 2004, and supplemented on February 19, 1999, February 10, 2004, August 10, 2004 and June 20, 2005. (Incorporated by reference to Exhibit 3.1 to the Company's Form 10-Q/A for the quarterly period ended June 30, 2005, filed on October 21, 2005).
4.0	See Exhibits 3.1 to 3.2.
4.1	Rights Agreement, dated as of May 12, 1999, between Omega Healthcare Investors, Inc. and First Chicago Trust Company, as Rights Agent, including Exhibit A thereto (Form of Articles Supplementary relating to the Series A Junior Participating Preferred Stock) and Exhibit B thereto (Form of Rights Certificate). (Incorporated by reference to Exhibit 4 to the Company's Form 8-K, filed on May 14, 1999).
4.2	Amendment No. 1, dated May 11, 2000 to Rights Agreement, dated as of May 12, 1999, between Omega Healthcare Investors, Inc. and First Chicago Trust Company, as Rights Agent. (Incorporated by reference to Exhibit 4.2 to the Company's Form 10-Q for the quarterly period ended March 31, 2000).
4.3	Amendment No. 2 to Rights Agreement between Omega Healthcare Investors, Inc. and First Chicago Trust Company, as Rights Agent. (Incorporated by reference to Exhibit F to the Schedule 13D filed by Explorer Holdings, L.P. on October 30, 2001 with respect to the Company).
4.3A	Amendment No. 3 to Rights Agreement, dated as of April 3, 2008, to Rights Agreement dated as of May 12, 1999, as amended on May 11, 2000 and October 29, 2001, by and between Omega Healthcare Investors, Inc. and Computershare Trust Company, N.A. (as successor to First Chicago Trust Company). (Incorporated by reference to Exhibit 4.1 to the Company's current Report on Form 8-K, filed April 3, 2008.)
4.4	Indenture, dated as of March 22, 2004, among the Company, each of the subsidiary guarantors named therein, and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K, filed on March 26, 2004).
4.5	Form of 7% Senior Notes due 2014. (Incorporated by reference to Exhibit 10.4 to the Company's Form 8-K, filed on March 26, 2004).
4.6	Form of Subsidiary Guarantee relating to the 7% Senior Notes due 2014. (Incorporated by reference to Exhibit 10.5 to the Company's Form 8-K, filed on March 26, 2004).
4.7	First Supplemental Indenture, dated as of July 20, 2004, among the Company and the subsidiary guarantors named therein, OHI Asset II (TX), LLC and U.S Bank National Association. (Incorporated by reference Exhibit 4.8 to the Company's Form S-4/A filed on July 26, 2004.)
4.8	Registration Rights Agreement, dated as of November 8, 2004, by and among Omega Healthcare, the Guarantors named therein, and Deutsche Bank Securities Inc., Banc of America Securities LLC and UBS Securities LLC, as Initial Purchasers. (Incorporated by reference to Exhibit 4.1 of the Company's Form 8-K, filed on November 9, 2004).
4.9	Second Supplemental Indenture, dated as of November 5, 2004, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed on Schedule I thereto, OHI Asset (OH) New Philadelphia, LLC, OHI Asset (OH) Lender, LLC, OHI Asset (PA) Trust and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.2 of the Company's Form 8-K, filed on November 9, 2004).
4.10	Third Supplemental Indenture, dated as of December 1, 2005, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed on Schedule I thereto, OHI Asset (OH) New Philadelphia, LLC, OHI Asset (OH) Lender, LLC, OHI Asset (PA) Trust and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.2 of the Company's Form 8-K, filed on December 2, 2005).
4.11	Registration Rights Agreement, dated as of December 2, 2005, by and among Omega Healthcare, the Guarantors named therein, and Deutsche Bank Securities Inc., Banc of America Securities LLC and UBS Securities LLC, as Initial Purchasers. (Incorporated by reference to Exhibit 4.1 of the Company's Form 8-K, filed on December 2, 2005).
4.12	Indenture, dated as of December 30, 2005, among Omega Healthcare Investors, Inc., each of the subsidiary guarantors listed therein and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.1 of the Company's Form 8-K, filed on January 4, 2006).
4.13	Registration Rights Agreement, dated as of December 30, 2005, by and among Omega Healthcare, the Guarantors named therein, and Deutsche Bank Securities Inc., Banc of America Securities LLC and UBS Securities LLC, as Initial Purchasers. (Incorporated by reference to Exhibit 4.2 of the Company's Form 8-K, filed on January 4, 2006).
4.14	Form of 7% Senior Notes due 2016. (Incorporated by reference to Exhibit A of Exhibit 4.1 of the Company's Form 8-K, filed on January 4, 2006).
4.15	Form of Subsidiary Guarantee relating to the 7% Senior Notes due 2016. (Incorporated by reference to Exhibit E of Exhibit 4.1 of the Company's Form 8-K, filed on January 4, 2006).
4.16	Form of Indenture. (Incorporated by reference to Exhibit 4.1 of the Company's Form S-3, filed on July 26, 2004).
4.17	Form of Indenture. (Incorporated by reference to Exhibit 4.2 of the Company's Form S-3, filed on February 3, 1997).
4.18	Form of Supplemental Indenture No. 1 dated as of August 5, 1997 relating to the 6.95% Notes due 2007. (Incorporated by reference to Exhibit 4 of the Company's Form 8-K, filed on August 5, 1997).
4.19	Second Supplemental Indenture, dated as of December 30, 2005, among Omega Healthcare Investors, Inc. and Wachovia Bank, National Association, as trustee. (Incorporated by reference to Exhibit 4.1 of the Company's Form 8-K, filed on January 5, 2006).
10.1	Amended and Restated Secured Promissory Note between Omega Healthcare Investors, Inc. and Professional Health Care Management, Inc. dated as of September 1, 2001. (Incorporated by reference to Exhibit 10.6 to the Company's 10-Q for the quarterly period ended September 30, 2001).
10.2	Form of Directors and Officers Indemnification Agreement. (Incorporated by reference to Exhibit 10.11 to the Company's Form 10-Q for the quarterly period ended June 30, 2000).
10.3	1993 Amended and Restated Stock Option Plan. (Incorporated by reference to Exhibit A to the Company's Proxy Statement dated April 6, 2003).+
10.4	2000 Stock Incentive Plan (as amended January 1, 2001). (Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended September 30, 2003).+
10.5	Amendment to 2000 Stock Incentive Plan. (Incorporated by reference to Exhibit 10.6 to the Company's Form 10-Q for the quarterly period ended June 30, 2000).+
10.6	Employment Agreement, dated September 10, 2004 between Omega Healthcare Investors, Inc. and C. Taylor Pickett. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed on September 16, 2004).+
10.6A	Restated Amendment to Employment Agreement, dated May 7, 2007 between Omega Healthcare Investors, Inc. and C. Taylor Pickett. (Incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q for the quarterly period ended June 30,2007).+
10.6B	Amendment to Employment Agreement, dated December 16, 2008 between Omega Healthcare Investors, Inc. and C. Taylor Pickett.*+
10.7	Employment Agreement, dated September 10, 2004 between Omega Healthcare Investors, Inc. and Daniel J. Booth. (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed on September 16, 2004).+
10.7A	Restated Amendment to Employment Agreement, dated May 7, 2007 between Omega Healthcare Investors, Inc. and Daniel J. Booth. (Incorporated by reference to Exhibit 10.3 to the Company's Form 10-Q for the quarterly period ended June 30, 2007).+
10.7B	Amendment to Employment Agreement, dated December 16, 2008 between Omega Healthcare Investors, Inc. and Daniel J. Booth.*+
10.8	Employment Agreement, dated September 10, 2004 between Omega Healthcare Investors, Inc. and R. Lee Crabill. (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed on September 16, 2004).+
10.8A	Restated Amendment to Employment Agreement, dated May 7, 2007 between Omega Healthcare Investors, Inc. and R. Lee Crabill. (Incorporated by reference to Exhibit 10.4 to the Company's Form 10-Q for the quarterly period ended June 30, 2007).+
10.8B	Amendment to Employment Agreement, dated December 16, 2008 between Omega Healthcare Investors, Inc. and R. Lee Crabill.*+
10.9	Employment Agreement, dated September 10, 2004 between Omega Healthcare Investors, Inc. and Robert O. Stephenson. (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed on September 16, 2004).+
10.9A	Restated Amendment to Employment Agreement, dated May 7, 2007 between Omega Healthcare Investors, Inc. and Robert O. Stephenson. (Incorporated by reference to Exhibit 10.5 to the Company's Form 10-Q for the quarterly period ended June 30, 2007).+
10.9B	Amendment to Employment Agreement, dated December 16, 2008 between Omega Healthcare Investors, Inc. and Robert O. Stephenson.*+
10.10	Form of Restricted Stock Award for 2004 to 2006 officer grants. (Incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K, filed on September 16, 2004).+
10.10A	Form of Restricted Stock Unit Award for officer grants since 2007. (Incorporated by reference to Exhibit 10.6 to the Company's Form 10-Q for the quarterly period ended March 31, 2007).+
10.11	Form of Performance Restricted Stock Unit Agreement for 2004 to 2006 officer grants. (Incorporated by reference to Exhibit 10.6 to the Company's current report on Form 8-K, filed on September 16, 2004).+
10.11A	Form of Performance Restricted Stock Unit Award with annual vesting for officer grants since 2007. (Incorporated by reference to Exhibit 10.7 to the Company's Form 10-Q for the quarterly period ended March 31, 2007).+
10.11B	Form of Performance Restricted Stock Unit Award with cliff vesting for officer grants since 2007. (Incorporated by reference to Exhibit 10.8 to the Company's Form 10-Q for the quarterly period ended March 31, 2007).+
10.12	Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan. (Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended September 30, 2004).
10.12A	First Amendment to the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan, dated as of May 22, 2008 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed May 29, 2008).
10.13	Master Lease, dated October 28, 2004, effective November 1, 2004, among Omega, OHI Asset (PA) Trust and Guardian LTC Management, Inc. (Incorporated by reference to Exhibit 10.2 to the Company's current report on Form 8-K, filed on November 8, 2004).
10.13A	Second Consolidated Amended and Restated Master Lease, dated as of September 24, 2008, between OHI Asset (PA) Trust and Guardian LTC Management, Inc. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed October 3, 2008)
10.14	Form of Incentive Stock Option Award for the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.+ (Incorporated by reference to Exhibit 10.30 to the Company's Form 10-K, filed on February 18, 2005).
10.15	Form of Non-Qualified Stock Option Award for the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.+ (Incorporated by reference to Exhibit 10.31 to the Company's Form 10-K, filed on February 18, 2005).
10.16	Form of Directors' Restricted Stock Award. (Incorporated by reference to Exhibit 10.1 to the Company's current report on Form 8-K, filed on January 19, 2005). +
10.17	Stock Purchase Agreement, dated June 10, 2005, by and between Omega Healthcare Investors, Inc., OHI Asset (OH), LLC, Hollis J. Garfield, Albert M. Wiggins, Jr., A. David Wiggins, Estate of Evelyn R. Garfield, Evelyn R. Garfield Revocable Trust, SG Trust B - Hollis Trust, Evelyn Garfield Family Trust, Evelyn Garfield Remainder Trust, Baldwin Health Center, Inc., Copley Health Center, Inc., Hanover House, Inc., House of Hanover, Ltd., Pavilion North, LLP, d/b/a Wexford House Nursing Center, Pavilion Nursing Center North, Inc., Pavilion North Partners, Inc., and The Suburban Pavilion, Inc., OMG MSTR LSCO, LLC, CommuniCare Health Services, Inc., and Emery Medical Management Co. (Incorporated by reference to Exhibit 10.1 to the Company's current report on Form 8-K, filed on June 16, 2005).
10.18	Purchase Agreement dated as of December 16, 2005 by and between Cleveland Seniorcare Corp. and OHI Asset II (OH), LLC. (Incorporated by reference to Exhibit 10.1 to the Company's current report on Form 8-K, filed on December 21, 2005).

10.19	Master Lease dated December 16, 2005 by and between OHI Asset II (OH), LLC as lessor, and CSC MSTR LSCO, LLC as lessee. (Incorporated by reference to Exhibit 10.2 to the Company's current report on Form 8-K, filed on December 21, 2005).
10.19A	Second Consolidated Amended and Restated Master Lease dated as of April 19, 2008 by and among OHI Asset III (PA) Trust as lessor and certain affiliated entities of CommuniCare Health Service as lessees. (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q, filed April 28, 2008.)
10.20	Loan Agreement dated as of April 19, 2008, by and among OHI Asset III (PA) Trust, as Lender, certain affiliated entities of CommuniCare Health Services as Borrowers, and certain affiliated entities of CommuniCare Health Services as Guarantors (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 10-Q, filed April 28, 2008).
10.21	Credit Agreement, dated as of March 31, 2006, among OHI Asset, LLC, OHI Asset (ID), LLC, OHI Asset (LA), LLC, OHI Asset (TX), LLC, OHI Asset (CA), LLC, Delta Investors I, LLC, Delta Investors II, LLC, Texas Lessor – Stonegate, LP, the lenders named therein, and Bank of America, N.A. (Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K, filed on April 5, 2006).
10.22	Second Amendment, Waiver and Consent to Credit Agreement dated as of October 23, 2006, by and among the Borrowers, the Lenders, and Bank of America, N.A., as Administrative Agent and a Lender. (Incorporated by reference to Exhibit 10.1 of the Company's Form 8-K, filed on October 25, 2006).
10.22A	Third Amendment and Consent to Credit Agreement, dated February 8, 2008, by and among OHI Asset, LLC, OHI Asset (ID), LLC, OHI Asset (LA), LLC, OHI Asset (TX), LLC, OHI Asset (CA), LLC, Delta Investors I, LLC, Delta Investors II, LLC, and Texas Lessor – Stonegate, LP, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer. (Incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q, filed April 28, 2008).
10.23	Contract of sale, dated as of May 5, 2006, between Laramie Associates, LLC, Casper Associates, LLC, North 12th Street Associates, LLC, North Union Boulevard Associates, LLC, Jones Avenue Associates, LLC, Litchfield Investment Company, L.L.C., Ustick Road Associates, LLC, West 24th Street Associates, LLC, North Third Street Associates, LLC, Midwestern parkway Associates, LLC, North Francis Street Associates, LLC, West Nash Street Associates, LLC (as sellers) and OHI Asset (LA), LLC, NRS ventures, L.L.C. and OHI Asset (CO), LLC (as buyers). (Incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q for the quarterly period ended June 30, 2006).
10.24	Restructuring Stock Issuance and Subscription Agreement dated as of October 20, 2006, by and between Omega Healthcare Investors, Inc. and Advocat Inc. (Incorporated by reference to Exhibit 10.2 of the Company's Form 8-K, filed on October 25, 2006).
10.25	Consolidated Amended and Restated Master Lease by and between Sterling Acquisition Corp., a Kentucky corporation, as lessor, Diversicare Leasing Corp., a Tennessee corporation, dated as of November 8, 2000, together with First Amendment thereto dated as of September 30, 2001, and Second Amendment thereto dated as of June 15, 2005. (Incorporated by reference to Exhibit 10.3 of the Company's Form 8-K, filed on October 25, 2006).
10.26	Third Amendment to Consolidated Amended and Restated Master Lease by and between Sterling Acquisition Corp., a Kentucky corporation, as lessor, and Diversicare Leasing Corp., a Tennessee corporation, dated as of October 20, 2006. (Incorporated by reference to Exhibit 10.4 of the Company's Form 8-K, filed on October 25, 2006).
10.26A	Fourth Amendment to Consolidated Amended and Restated Master Lease dated as of April 1, 2007, by and between Sterling Acquisition Corp. and Diversicare Leasing Corp. (Incorporated by reference to Exhibit 10.5 of the Company's Quarterly Report on Form 10-Q, filed April 28, 2008).
10.26B	Fifth Amendment to Consolidated Amended and Restated Master Lease dated as of August 10, 2007, by and between Sterling Acquisition Corp. and Diversicare Leasing Corp. (Incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on Form 10-Q, filed April 28, 2008).
10.26C	Sixth Amendment to Consolidated Amended and Restated Master Lease dated as of March 14, 2008, by and between Sterling Acquisition Corp. and Diversicare Leasing Corp. (Incorporated by reference to Exhibit 10.7 of the Company's Quarterly Report on Form 10-Q, filed April 28, 2008).
10.27	Employment Agreement, dated May 7, 2007 between Omega Healthcare Investors, Inc. and Michael Ritz (Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the quarterly period ended March 31, 2007).+
10.27A	Amendment to Employment Agreement, dated December 16, 2008 between Omega Healthcare Investors, Inc. and Michael Ritz.*+
10.28	Deferred Stock Plan, dated January 20, 2009, and forms of related agreements.*+
10.29	Second Amended and Restated Master Lease Agreement dated as of February 1, 2008 and among Omega Healthcare Investors, Inc., certain of its subsidiaries as lessors, Sun Healthcare Group, Inc. and certain of its affiliates as lessees, amending and restating prior master leases with Sun Healthcare Group, its subsidiaries, and lessees and guarantors acquired by Sun Healthcare Group. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed April 3, 2008).
10.29A	First Amendment to Second Amended and Restated Master Lease Agreement, dated as of August 26, 2008, among Omega Healthcare Investors, Inc., certain of its subsidiaries as lessors, Sun Healthcare Group, Inc. and certain of its affiliates as lessees, amending and restating prior master leases with Sun Healthcare Group, its subsidiaries, and lessees and guarantors acquired by Sun Healthcare Group.
10.30	Purchase Agreement, dated May 1, 2008, by and among OHI and the Purchasers (as defined therein) (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed May 2, 2008).
10.31	Placement Agreement, dated as of May 1, 2008, between Omega Healthcare Investors, Inc. and Cohen & Steers Capital Advisors, LLC (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed May 2, 2008).
10.32	Underwriting Agreement, dated as of September 15, 2008, between Omega Healthcare Investors, Inc. and UBS Securities LLC (Incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K, filed September 15, 2008).
12.1	Ratio of Earnings to Fixed Charges. *
12.2	Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends. *
21	Subsidiaries of the Registrant. *
23	Consent of Independent Registered Public Accounting Firm.*
31.1	Certification of the Chief Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002.*
31.2	Certification of the Chief Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002.*
32.1	Certification of the Chief Executive Officer under Section 906 of the Sarbanes- Oxley Act of 2002.*
32.2	Certification of the Chief Financial Officer under Section 906 of the Sarbanes- Oxley Act of 2002.*

_____

* Exhibits that are filed herewith.

\+ Management contract or compensatory plan, contract or arrangement.

SIGNATURES

Pursuant to the requirements of Sections 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

OMEGA HEALTHCARE INVESTORS, INC.

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

Date: March 2, 2009

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities on the date indicated.

Signatures	Title	Date
PRINCIPAL EXECUTIVE OFFICER		
/s/ C. Taylor Pickett C. Taylor Pickett	Chief Executive Officer	March 2, 2009
PRINCIPAL FINANCIAL OFFICER		
/s/ Robert O. Stephenson Robert O. Stephenson	Chief Financial Officer	March 2, 2009
/s/ Michael D.Ritz Michael D. Ritz	Chief Accounting Officer	March 2, 2009
DIRECTORS		
/s/ Bernard J. Korman Bernard J. Korman	Chairman of the Board	March 2, 2009
/s/ Thomas F. Franke Thomas F. Franke	Director	March 2, 2009
/s/ Harold J. Kloosterman Harold J. Kloosterman	Director	March 2, 2009
/s/ Edward Lowenthal Edward Lowenthal	Director	March 2, 2009
/s/ C. Taylor Pickett C. Taylor Pickett	Director	March 2, 2009
/s/ Stephen D. Plavin Stephen D. Plavin	Director	March 2, 2009

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made this 16th day of December, 2008, by and among Omega Healthcare Investors, Inc., a Maryland corporation (the "Company"), and Taylor Pickett (the "Executive").

RECITALS:

The Company and the Executive are parties to an employment agreement effective as of September 1, 2004, as amended (the "Employment Agreement"). The Company now desires to amend the Employment Agreement for compliance with final regulations under Section 409A of the Internal Revenue Code.

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 as follows:

1. By adding after the phrase in the third to last sentence of Section 3(c)(i) "commencing as of the date of termination of employment" the phrase ", provided that the first payment shall be made within sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment".

2. By adding the following to Section 3(c)(iii):

"The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i)."

3. By adding a new Section 9(m) as follows:

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

Except as specifically amended hereby, the Employment Agreement shall remain in full force and effect as prior to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment as of the day and year first above written.

OMEGA HEALTHCARE INVESTORS, INC.:

By: /s/ Robert O. Stephenson

Print Name: Robert O. Stephenson

Title: Chief Financial Officer

TAYLOR PICKETT:

/s/ C. Taylor Pickett

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made this 16th day of December, 2008, by and among Omega Healthcare Investors, Inc., a Maryland corporation (the "Company"), and Daniel Booth (the "Executive").

RECITALS:

The Company and the Executive are parties to an employment agreement effective as of September 1, 2004, as amended (the "Employment Agreement"). The Company now desires to amend the Employment Agreement for compliance with final regulations under Section 409A of the Internal Revenue Code.

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 as follows:

1. By adding after the phrase in the third to last sentence of Section 3(c)(i) "commencing as of the date of termination of employment" the phrase ", provided that the first payment shall be made within sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment".

2. By adding the following to Section 3(c)(iii):

"The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i)."

3. By adding a new Section 9(m) as follows:

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

Except as specifically amended hereby, the Employment Agreement shall remain in full force and effect as prior to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment as of the day and year first above written.

OMEGA HEALTHCARE INVESTORS, INC.:

By: /s/ C. Taylor Pickett

Print Name: C. Taylor Pickett
Title: Chief Executive Officer

DANIEL BOOTH:

/s/ Daniel J. Booth

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made this 16th day of December, 2008, by and among Omega Healthcare Investors, Inc., a Maryland corporation (the "Company"), and R. Lee Crabill (the "Executive").

RECITALS:

The Company and the Executive are parties to an employment agreement effective as of September 1, 2004, as amended (the "Employment Agreement"). The Company now desires to amend the Employment Agreement for compliance with final regulations under Section 409A of the Internal Revenue Code.

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 as follows:

1. By adding after the phrase in the third to last sentence of Section 3(c)(i) "commencing as of the date of termination of employment" the phrase ", provided that the first payment shall be made within sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment".

2. By adding the following to Section 3(c)(iii):

"The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i)."

3. By adding a new Section 9(n) as follows:

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

Except as specifically amended hereby, the Employment Agreement shall remain in full force and effect as prior to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment as of the day and year first above written.

OMEGA HEALTHCARE INVESTORS, INC.:

By: /s/ C. Taylor Pickett

Print Name: C. Taylor Pickett
Title: Chief Executive Officer

R. LEE CRABILL:

/s/ R. Lee Crabill

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made this 16th day of December, 2008, by and among Omega Healthcare Investors, Inc., a Maryland corporation (the "Company"), and Robert O. Stephenson (the "Executive").

RECITALS:

The Company and the Executive are parties to an employment agreement effective as of September 1, 2004, as amended (the "Employment Agreement"). The Company now desires to amend the Employment Agreement for compliance with final regulations under Section 409A of the Internal Revenue Code.

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 as follows:

1. By adding after the phrase in the third to last sentence of Section 3(c)(i) "commencing as of the date of termination of employment" the phrase ", provided that the first payment shall be made within sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment".

2. By adding the following to Section 3(c)(iii):

"The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i)."

3. By adding a new Section 9(n) as follows:

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

Except as specifically amended hereby, the Employment Agreement shall remain in full force and effect as prior to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment as of the day and year first above written.

OMEGA HEALTHCARE INVESTORS, INC.:

By: /s/ C. Taylor Pickett

Print Name: C. Taylor Pickett

Title: Chief Executive Officer

ROBERT O. STEPHENSON:

/s/ Robert O. Stephenson

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made this 16th day of December, 2008, by and among Omega Healthcare Investors, Inc., a Maryland corporation (the "Company"), and Michael Ritz (the "Executive").

RECITALS:

The Company and the Executive are parties to an employment agreement effective as of May 7, 2007, as amended (the "Employment Agreement"). The Company now desires to amend the Employment Agreement for compliance with final regulations under Section 409A of the Internal Revenue Code.

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 as follows:

1. By adding after the phrase in the third to last sentence of Section 3(c)(i) "not less frequently than twice per month over a twelve (12) month period" the phrase "commencing as of the date of termination of employment, provided that the first payment shall be made within sixty (60) days following termination of employment and shall include all payments accrued from the date of termination of employment to the date of the first payment".

2. By adding the following to Section 3(c)(iii):

"The Company shall provide the Release for the Executive's execution in sufficient time so that if the Executive timely executes and returns the Release, the revocation period will expire before the date the Executive is required to begin to receive payment pursuant to Section 3(c)(i)."

3. By adding a new Section 9(n) as follows:

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

Except as specifically amended hereby, the Employment Agreement shall remain in full force and effect as prior to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment as of the day and year first above written.

OMEGA HEALTHCARE INVESTORS, INC.:

By: /s/ C. Taylor Pickett

Print Name: C. Taylor Pickett
Title: Chief Executive Officer

MICHAEL RITZ:

/s/ Michael Ritz

OMEGA HEALTHCARE INVESTORS, INC.

DEFERRED STOCK PLAN

TABLE OF CONTENTS

OMEGA HEALTHCARE INVESTORS, INC. DEFERRED STOCK PLAN

OMEGA HEALTHCARE INVESTORS, INC.
DEFERRED STOCK PLAN

1. ELIGIBILITY

Directors of the Company who are not employees of the Company are eligible to participate in the Plan. In addition, executive officers of the Company shall be eligible to participate at such date as is determined by the Committee.

2. DEFERRAL ELECTIONS

(a) Directors' Elections. Each Director may elect, in the manner prescribed herein, to defer receipt of any Stock Grant, and if desired, the Dividend Equivalents attributable to the deferred Stock Grant, unless otherwise determined by the Committee.

(b) Other Participants' Elections. Each Participant (other than a Director of the Company) may elect to defer receipt of any Stock Grant, and if desired, the Dividend Equivalents attributable to the deferred Stock Grant, to the extent provided by the Committee.

3. TIMING OF ELECTIONS

(a) First Year of Eligibility. Each Participant may elect, within thirty (30) days after the later of the Effective Date or the date the Participant first becomes eligible to participate in the Plan, to defer receipt of any Stock Grant that is made after the date of the election and represents compensation for services rendered by the Participant after the election.

(b) Initial Deferral Election with respect to Forfeitable Rights. Each Participant may elect to defer receipt of any Stock Grant, the terms of which require the Participant to continue to provide services to the Company for at least twelve (12) months from the date of grant to avoid forfeiture, if the election is made within thirty (30) days of the date of grant. For purposes of this Subsection (b), a Stock Grant will not be treated as failing to require the Participant to perform services for at least twelve (12) months from the date of grant merely because the risk of forfeiture lapses upon the Participant's death or Disability, or a Change in Control, provided that if the Participant's death or Disability or a Change in Control occurs and the risk of forfeiture lapses within such twelve (12) month period, the deferral election will be given effect only if it is permitted under this Section without regard to this Subsection.

(c) Initial Deferral Election with respect to Performance-Based Compensation. Each Participant may elect to defer receipt of any Performance-Based Stock Grant within six (6) months before the end of the applicable performance period, provided that the Participant continuously performs services for the Company from the later of the beginning of the performance period or the date the performance criteria are established through the date an election is made under this Subsection, provided that no such election may be made after the compensation underlying the Performance-Based Stock Grant has become readily ascertainable.

(d) Initial Deferral Election with respect to Short-Term Deferrals. Each Participant may elect to defer receipt of any Stock Grant that, absent the deferral election, would be treated as a "short-term deferral" within the meaning of Treas. Reg. Section 1.409A-1, in accordance with the requirements of Subsection (f) below, applied as if the Stock Grant were a deferral of compensation and the scheduled payment date were the date the risk of forfeiture lapses; provided, however, that such election may require payment upon a Change in Control without regard to the five-year additional deferral requirement in Subsection (f).

(e) General Rule. Except as otherwise provided in this Section, each Participant may elect to defer receipt of any Stock Grant that represents compensation for services for a calendar year only if the election is made not later than the last day of the immediately preceding calendar year.

(f) Standing Election. Notwithstanding any other provision hereof, the Committee may provide that a deferral election made in a given year will apply also to future Stock Grants made in future years, unless and until the Participant revokes or modifies the deferral election. In such case, the Participant must submit a written modification or revocation in such form as the Committee may require before the latest permissible date for making a deferral election in accordance with the other subsections of this Section.

(g) Subsequent Changes in Deferral Elections. Once a Participant makes a deferral election, the Participant may change his deferral election at any time before the last permissible date for making a deferral election as set forth above in this Section.

(h) Dividend Equivalents. The Committee shall specify in the applicable Agreement when Dividend Equivalents will be paid, which may be at the same date the Shares subject to the deferred Stock Grant are issued or may be subject to an election by the Participant subject to the same timing rules as apply in this Section, to the extent provided in the applicable Agreement.

(i) Other Restrictions. The Committee may provide other restrictions on the timing or revocation of deferral elections, and all such elections will be limited as the Committee may provide in the applicable Agreement.

4. TERMS AND CONDITIONS OF DEFERRED STOCK GRANTS

(a) Terms of Deferred Stock Grants and Dividend Equivalent Rights. The Committee shall have the sole authority and discretion in determining the terms and conditions with respect to each deferred Stock Grant and Dividend Equivalents, which shall be reflected in the applicable Agreement.

(b) Deferred Stock Grants. The Committee may provide in the applicable Agreement that all or a portion of the deferred Stock Grant will be forfeited under specified terms and conditions.

(c) Dividend Equivalents. Stock Grants that are deferred shall accrue Dividend Equivalents, unless otherwise determined by the Committee. The Committee may provide in the applicable Agreement that all or a portion of the Dividend Equivalents will be forfeited under specified terms and conditions. The Committee may specify, or allow the Participant to specify, in the applicable Agreement that Dividend Equivalents will be paid when earned, that Dividend Equivalents will earn interest at a specified interest rate and paid at a date or event specified, or converted into the right to receive Shares at a specified date or event under a specified conversion formula.

(d) Manner of Deferral Election and Timing of Payment. A Participant may elect to defer receipt of a Stock Grant and Dividend Equivalents by entering

into an Agreement provided by the Company for this purpose which shall contain such terms and conditions as may be established by the Committee. If a Participant makes a deferral election, the issuance of Shares and Dividend Equivalents shall be delayed until the date or event specified in the Agreement at the date the Participant's deferral election in Section 3 is made. Except as otherwise provided in an Agreement, Shares attributable to a Stock Grant that is deferred shall be issued, and Dividend Equivalents that are deferred will be paid only upon an event or date set forth below:

(i) a specified date;

(ii) the date of the Participant's Separation from Service if the Participant is not a Specified Employee;

(iii) six (6) months after the date of the Participant's Separation from Service if the Participant is a Specified Employee;

(iv) the date of the Participant's death;

(v) the date the Participant becomes subject to a Disability;

(vi) the date of a Change in Control; or

(vii) the date the Participant is subject to an Unforeseeable Emergency;

provided, however, that such further terms, conditions, and restrictions as set forth in the applicable Agreement shall apply.

(e) Subsequent Changes in Time of Payment. If a Participant is permitted to elect the timing of payment pursuant to subsection (d), the Participant may change the timing of payment of Stock Grants and Dividend Equivalents at any time before the last permissible date for making a deferral election as to such Stock Grants and Dividend Equivalents as set forth in Section 3, or if after such last permissible date, only in accordance with the following rules:

(i) the election shall not take effect until at least twelve (12) months after the date on which the election is made;

(ii) in the case of an election related to a payment that is not on account of the Participant's Disability or death, or the occurrence of an Unforeseeable Emergency, the payment with respect to which the election is made must be deferred for a period of at least five (5) years from the date that such payment would have been made; and

(iii) any election related to a payment to be paid at a specified time or pursuant to a fixed schedule must be made at least twelve (12) months before the date the payment was previously scheduled to be paid.

(f) Non-Transferability. The rights and interests of a Participant in respect of the deferred Stock Grant and Dividend Equivalents shall not be transferable or assignable other than by will or the laws of succession to the legal representative of the Participant; provided, however, that the Committee may allow a Participant to designate a person to receive the benefits payable under the Plan on the Participant's death or alter or revoke such designation from time to time, subject to the provisions of any applicable law.

(g) Deferred Stock Grants are not Shares. Deferred Stock Grants are not Shares, and do not entitle any Participant to the exercise of voting rights, the receipt of dividends, or the exercise of any other rights attaching to ownership of Shares.

5. SOURCE OF SHARES UNDER PLAN

No Shares are reserved for issuance under the Plan. The Plan is merely a vehicle under which Stock Grants that are made by the Company can be deferred. Sources of Stock Grants may include, but not be limited to, the Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.

6. CHANGE IN CAPITALIZATION

(a) The number and kind of Shares shall be proportionately adjusted for any nonreciprocal transaction between the Company and holders of capital stock of the Company that causes the per share value of the Shares underlying the Stock Grants to change, such as a stock dividend, stock split, spin-off, rights offering, or recapitalization through a large, non-recurring cash dividend (each, an "Equity Restructuring").

(b) In the event of a merger, consolidation, extraordinary dividend, sale of substantially all of the Company's assets or other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, or other reorganization of the Company, that in each case is not an Equity Restructuring, the Committee shall take such action and make such adjustments with respect to the Shares or the terms of this Plan as the Committee, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the Plan, or substituting cash, other securities, or other property to replace the award payable under the Plan, or terminating awards under the Plan in exchange for their cash value (as determined by the Committee).

(c) All determinations and adjustments made by the Committee pursuant to this Section will be final and binding on the Participant. Any action taken by the Committee need not treat all Participants under the Plan equally.

(d) The existence of the Plan and any deferred Stock Grants and Dividend Equivalents thereunder shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

7. ADMINISTRATION

The Committee shall administer the Plan in accordance with its terms. The Committee may, subject to the terms of the Plan, delegate duties relating to the administration of the Plan and will determine the scope of such delegation. Any decision made by the Committee in carrying out its responsibilities with respect to the administration of the Plan will be final and binding on the Participants.

In addition to the other powers granted to the Committee under the Plan and subject to the terms of the Plan, the Committee will have full and complete

authority to interpret the Plan. The Committee may from time to time prescribe such rules and regulations and make all determinations necessary or desirable for the administration of the Plan. Any such interpretation, rule, determination or other act of the Committee will be conclusively binding upon all persons, including the Participants and their legal representatives and beneficiaries.

No member of the Committee will be liable for any action or determination made in good faith pursuant to the Plan. To the full extent permitted by law, the Company will indemnify and save harmless each person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person is or was a member of the Committee or is or was a member of the Committee and, as such, is or was required or entitled to take action pursuant to the terms of the Plan.

8. UNFUNDED PLAN

The Plan is unfunded. The Company's obligations hereunder will constitute general, unsecured obligations, payable solely out of its general assets, and no Participant or other person has any right to any specific assets of the Company. The Company will not segregate any assets for the purpose of funding its obligations with respect to Shares credited hereunder. The Company will not be deemed to be a trustee of any amounts to be distributed or paid pursuant to the Plan. No liability or obligation of the Company pursuant to the Plan will be deemed to be secured by any pledge of, or encumbrance on, any property of the Company.

9. PARTICIPATION VOLUNTARY

Participation in the Plan by Participants is voluntary. The issuance of Agreements under the Plan will not be construed as giving a Participant any right to continue in the service of the Company or any of its Affiliates. Participation in the Plan by any Participant will constitute acceptance of the terms and conditions of the Plan by the Participant and as to the Participant's agreement to be bound thereby.

10. AMENDMENT AND TERMINATION

The Board of Directors may from time to time amend, suspend or terminate the Plan in whole or in part. No amendment or termination of the Plan will take away any rights that the Participant has under the terms of any applicable Agreement.

11. GOVERNING LAW

The Plan will be governed by the laws of the State of Maryland, to the extent not pre-empted by Federal law, without reference to principles of conflicts of laws.

12. DEFINITIONS

For purposes of the Plan, the terms contained in this Plan have the following meanings.

(a) "**Affiliate**" means:

(i) any Subsidiary or Parent;

(ii) any entity that directly or through one or more intermediaries controls, is controlled by, or is under common control with the Company, as determined by the Committee; or

(iii) any entity in which the Company has such a significant interest that the Company determines it should be deemed an "Affiliate," as determined in the sole discretion of the Committee.

(b) "**Agreement**" means an agreement approved by the Committee which sets forth the terms and conditions of the Participant's deferred Stock Grant and Dividend Equivalents.

(c) "**Board of Directors**" means the board of directors of the Company.

(d) "**Change in Control**" means a "change in the ownership of the corporation, a change in the effective control of the corporation, or a change in the ownership of a substantial portion of the assets of the corporation," in each case within the meaning of Treas. Reg. Section 1.409A-3; provided that the term "corporation" in this definition shall refer to the Company.

(e) "**Committee**" means the Compensation Committee of the Board of Directors.

(f) "**Company**" means Omega Healthcare Investors, Inc., a Maryland corporation.

(g) "**Common Stock**" means the Company's common stock.

(h) "**Disability**" means any condition that constitutes a "disability" under Treas. Reg. Section 1.409A-3.

(i) "**Dividend Equivalents**" means an amount equal to the dividends per Share payable to shareholders of record on or after the date of grant of the deferred Stock Grant through the day before the date the Shares attributable to the deferred Stock Grant are issued.

(j) "**Effective Date**" means January 20, 2009.

(k) "**Parent**" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of the corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A "Parent" may include any entity other than a corporation to the extent permissible under Section 424(e) of the Internal Revenue Code or regulations and rulings thereunder.

(l) "**Participant**" means any individual who participates in the Plan pursuant to Section 1.

(m) "**Performance-Based Stock Grant**" means a Stock Grant, the entitlement to which is contingent on the satisfaction of preestablished organizational or individual performance criteria relating to a performance period of at least twelve (12) consecutive months. Organizational or individual performance criteria are considered preestablished if established in writing within ninety (90) days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Compensation may be performance-based compensation if the amount will be paid regardless of satisfaction of the performance criteria due to the Participant's death or Disability, or a Change in Control, provided that payment made under such circumstances without regard to the satisfaction of the performance criteria will not constitute a Performance-Based Stock Grant.

(n) "**Plan**" means the Omega Healthcare Investors, Inc. Deferred Stock Plan, as it may be amended from time to time.

(o) "**Separation from Service**" means a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1.

(p) "**Share**" means a share of Common Stock.

(q) "**Specified Employee**" means a "specified employee" within the meaning of Treas. Reg. Section 1.409A-1.

(r) "**Stock Grant**" means a grant of Shares or the grant of the right to receive Shares in the future, whether contingent or absolute.

(s) "**Subsidiary**" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in the chain. A "Subsidiary" shall include any entity other than a corporation to the extent permissible under Section 424(f) of the Internal Revenue Code or regulations and rulings thereunder.

(t) "**Unforeseeable Emergency**" means an "unforeseeable emergency" within the meaning of Treas. Reg. Section 1.409A-3.

The Plan was estalished as of the Effective Date, January 20, 2009.

OMEGA HEALTHCARE INVESTORS, INC.

By:

Title:

DEFERRED STOCK AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN

THIS AGREEMENT (this "Agreement") is made as of _____, 2009 (the "Effective Date"), by Omega Healthcare Investors, Inc. (the "Company") and _____ (the "Director").

This Agreement includes the Terms and Conditions, which are part of this Agreement.

A. Effect of Agreement: This Agreement relates to the quarterly grants of Stock to the Director that are scheduled to be made after the Effective Date (including each future year) as of the quarterly dates set forth in Item D below. Therefore, this Agreement shall constitute a standing election to defer such future quarterly Stock grants and shall remain in place until revoked or modified by the Director.

If the Director is making a deferral election within thirty (30) days after the date he first becomes eligible under the Deferred Stock Plan, he may revoke or modify this election for the current year, only if he submits a written election to do so to the Company's Chief Financial Officer within that same thirty (30) day period and before the date the first quarterly Stock grant is deferred under this Agreement.

If the Director wishes to revoke or modify this election as to quarterly Stock grants to be made in a future year, he must submit a written election to do so to the Company's Chief Financial Officer by December 31 of the preceding year. (So, for example, if the Director elects in January 2009 to defer quarterly Stock grants, if he wishes to elect not to defer quarterly Stock grants in 2010, he must submit a new election by December 31, 2009.) The only exception to the foregoing rules is that if the Director becomes subject to an Unforeseeable Emergency, he may elect to immediately revoke his election to defer future quarterly Stock grants for the current year.

B. "Plan": (under which the "Shares" (as defined below) will be issued) Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.

C. "Deferred Stock Plan": Omega Healthcare Investors, Inc. Deferred Stock Plan, to which this Agreement is also subject.

D. "Stock Units": This Agreement relates to the quarterly grants of Stock to the Director that are scheduled to be made after the Effective Date (including each future year) as of the quarterly dates set forth below.

The Director should check all of the following quarterly Stock grants which the Director is electing to defer:

[ ] February 15;

[ ] May 15;

[ ] August 15;

[ ] November 15.

In lieu of receiving such quarterly Stock grants, the Director will be credited on each quarterly date selected above with a number of Stock Units that is equal to the number of Shares that would otherwise have been granted to the Director as of such quarterly date (the "Applicable Quarterly Grant Date"). The number of Stock Units will be increased by the number of Stock Units attributable to the Converted Dividend Equivalents if the Director elects Item E.1. below. Each Stock Unit represents the Company's unsecured obligation to issue one share of Stock and the related Converted Dividend Equivalents, Deferred Dividend Equivalents, or Current Dividend Equivalents (whichever is selected

in Item E) in accordance with this Agreement. The shares of Stock represented by the Stock Units shall be referred to as the "Shares."

E. "Dividend Equivalents": Each Stock Unit shall accrue an amount equal to the dividends per share payable on Stock to shareholders of record on or after the Applicable Quarterly Grant Date and through the day before the date the Shares are issued.

The Director must check either paragraph 1, 2 or 3 below:

1. [ ] "Converted Dividend Equivalents": The Dividend Equivalents will be converted into a number of Stock Units equal to the amount of the Dividend Equivalents that are accrued as of the dividend payment date, divided by the closing price per share of Stock on the dividend payment date. Such Stock Units shall also accrue future Dividend Equivalents that shall be converted into Stock Units in accordance with the preceding formula. The Stock Units under this paragraph shall be paid on the date the Shares are payable to the Director; or

2. [ ] "Deferred Dividend Equivalents": The Dividend Equivalents shall be paid to the Director, with interest accrued on a quarterly basis at a rate equal to the Company's average borrowing rate for the preceding calendar quarter, as determined in the sole discretion of the Committee, on the date the Shares are payable to the Director; or

3. [ ] "Current Dividend Equivalents": The Dividend Equivalents shall be paid to the Director on the same date that the dividends per share are paid to shareholders.

F. "Deferral Period": The Director has elected to defer receipt of the Shares (and Converted Dividend Equivalents or Deferred Dividend Equivalents if Item E.1. or E.2. was elected) until the dates or events set forth below:

The Director must check either paragraph 1 or 2 below, but may check other paragraphs as well.

1. [ ] , 2_____ (specify date);

2. the Director may check A or B below, but not both:

A. [ ] the Director's Separation from Service; or

B. [ ] January 1 of the _____ (specify number, first, second, etc.) year following the year of the Director's Separation from Service;

3. [ ] the earlier of paragraph 1 or 2 above;

4. [ ] the later of paragraph 1 or 2 above;

5. [ ] If a Change in Control occurs before the date payment is required to be made pursuant to the elections above, payment shall be made as a result of the Change in Control;

6. [ ] If the Director becomes subject to a Disability before the date payment is required to be made pursuant to the elections above, payment shall be made as a result of the Disability.

Notwithstanding the foregoing, the Shares (and Converted Dividend Equivalents or Deferred Dividend Equivalents if Item E.1. or E.2. was elected) shall be payable not later than ninety (90) days following the Director's date of death.

The Director may elect to change the timing of payment in Item F only under the following conditions:

(i) the election shall not take effect until twelve (12) months after the date the written election is submitted to the Company;

(ii) in the case of an election related to a payment date or event other than Disability, the election must, with respect to such payment date or event, defer payment for at least five (5) years from the prior payment date or event; and

(iii) in the case of a payment at a specified date, the election must be submitted at least twelve (12) months before the date payment was previously scheduled to be made.

IN WITNESS WHEREOF, the Company and the Director have executed this Agreement as of the Effective Date set forth above.

DIRECTOR

OMEGA HEALTHCARE INVESTORS, INC.

By:

[Signature]

Title:

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TERMS AND CONDITIONS TO THE
DEFERRED STOCK AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN

1. Payment for Stock Units. The Company shall deliver a share certificate representing the number of Shares attributable to the Stock Units (and the amount of the Deferred Dividend Equivalents, if applicable) to the Director within ninety (90) days following the conclusion of the Deferral Period.

2. Unforeseeable Emergency. In the event of an Unforeseeable Emergency, the Director may terminate the Deferral Period but only to the extent of the number of Shares necessary to meet the emergency (which may include amounts necessary to pay Federal, state, local, or foreign taxes or penalties reasonably anticipated to result from the distribution), and only to the extent that the hardship is not or cannot be relieved through reimbursement or compensation by insurance or otherwise, or by liquidation of the Director's assets to the extent such liquidation would not itself cause severe financial hardship, or by cessation of future deferrals.

3. Restrictions on Transfer of Stock Units and Shares. Except for the transfer by bequest or inheritance, the Director shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to any Stock Units or Shares until issued. Any such disposition not made in accordance with this Agreement shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Agreement.

4. Legend on Stock Certificates. Certificates evidencing the Shares shall have noted conspicuously on the certificates any legends required when applicable securities laws are otherwise determined by the Company to be appropriate, such as:

TRANSFER IS RESTRICTED

THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION UNDER SUCH ACT COVERING SUCH SECURITIES, (2) THE TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR (3) THE ISSUER RECEIVES AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT.

5. Change in Capitalization.

(a) The number and kind of Shares shall be proportionately adjusted for any nonreciprocal transaction between the Company and holders of capital stock of the Company that causes the per share value of the Shares underlying the Stock Units to change, such as a stock dividend, stock split, spin-off, rights offering, or recapitalization through a large, non-recurring cash dividend (each, an "Equity Restructuring").

(b) In the event of a merger, consolidation, extraordinary dividend, sale of substantially all of the Company's assets or other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, or other reorganization of the Company, that in each case is not an Equity Restructuring, the Committee shall take such action and make such adjustments with respect to the Shares or the terms of this Agreement as the Committee, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the Agreement, or substituting cash, other securities, or other property to replace the award payable under the Agreement, or terminating the Agreement in exchange for the cash value (as determined by the Committee) of the Shares (and the Deferred Dividend Equivalents, if applicable).

(c) Notwithstanding the foregoing or any other provisions of this Agreement, if a Change in Control of the type described in Section 15(a)(i) occurs and if the Director has not elected to end the Deferral Period as of the date of the Change in Control, the Company shall pay the Deferred Dividend Equivalents, if applicable, to the Director within ninety (90) days following the date of the Change in Control, and shall pay the same amount of consideration per Share attributable to the Stock Units as is paid to each holder of a share of Common Stock in connection with the Change in Control and on the same schedule and under the same terms and conditions, provided that payment must be completed within five (5) years after the Change in Control.

(d) All determinations and adjustments made by the Committee pursuant to this Section will be final and binding on the Director. Any action taken by the Committee need not treat all recipients of awards under the Plan or the Deferred Stock Plan equally.

(e) The existence of the Plan, the Deferred Stock Plan, and this Agreement shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of

debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

6. Governing Laws. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Shares shall be issued except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Director resides, and/or any other applicable securities laws.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

8. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed party at the last known address of the party. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

9. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

10. Entire Agreement. This Agreement is subject to the terms and conditions of the Plan and the Deferred Stock Plan, and in the event of a conflict, such plans shall control. Subject to the terms and conditions of the Plan and the Deferred Stock Plan, this Agreement expresses the entire understanding and agreement of the parties with respect to the subject matter.

11. Headings and Capitalized Terms. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

12. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

13. No Right to Continued Retention. Neither the establishment of the Plan, nor the Deferred Stock Plan, nor this Agreement, shall be construed as giving Director the right to continued service with the Company or an Affiliate.

14. Termination of Agreement. The Company reserves the right to accelerate the time of payment under this Agreement pursuant to a termination and liquidation of the award under this Agreement, to the extent permitted under Treas. Reg. Section 1.409A-3, notwithstanding any election made by the Director or any other provisions of this Agreement.

15. Definitions. Capitalized terms used, but not defined, in this Agreement shall be given the meaning ascribed to them in the Plan. When used in this Agreement, the following terms have the meanings set forth below:

(a) "Change in Control" means:

(i) "A change in the ownership of the corporation,"

(ii) "A change in the effective control of the corporation," or

(iii) "A change in the ownership of a substantial portion of the assets of the corporation,"

in each case within the meaning of Treas. Reg. Section 1.409A-3; provided, however, that for purposes of determining a "substantial portion of the assets of the corporation" "eighty-five percent (85%)" shall be used instead of "forty percent (40%)." For purposes of this subsection (a), the "corporation" refers to the Company. Notwithstanding the foregoing, in the event of a merger, consolidation, reorganization, share exchange or other transaction as to which the holders of the capital stock of the Company before the transaction continue after the transaction to hold, directly or indirectly, shares of capital stock of the Company (or other surviving company) representing more than fifty percent (50%) of the value or ordinary voting power to elect directors of the capital stock of the Company (or other surviving company), such transaction shall not constitute a Change in Control.

(b) "Disability" means any condition that would constitute a "disability" under Treas. Reg. Section 1.409A-3.

(c) "Separation from Service" means a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1.

(d) "Unforeseeable Emergency" means an "unforeseeable emergency" within the meaning of Treas. Reg. Section 1.409A-3.

DEFERRED RESTRICTED STOCK AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN

THIS AGREEMENT (this "Agreement") is made as of _____, 20____ (the "Effective Date"), by Omega Healthcare Investors, Inc. (the "Company") and _____ (the "Director").

This Agreement includes the Terms and Conditions, which are part of this Agreement.

A. Effect of Agreement: This Agreement relates to the annual grants of Stock to the Director that are scheduled to be made after the Effective Date (including each future year). Therefore, this Agreement shall constitute a standing election to defer such annual Stock grants and shall remain in place until revoked or modified by the Director.

If the Director is making a deferral election within thirty (30) days after the date he first becomes eligible under the Deferred Stock Plan, he may revoke or modify this election for the current year, only if he submits a written election to do so to the Company's Chief Financial Officer within that same thirty (30) day period and before the date the first annual Stock grant is deferred under this Agreement.

If the Director wishes to revoke or modify this election as to annual Stock grants to be made in a future year, he must submit a written election to do so to the Company's Chief Financial Officer by December 31 of the preceding year. (So, for example, if the Director elects in January 2009 to defer annual Stock grants, if he wishes to elect not to defer the annual Stock grant in 2010, he must submit a new election by December 31, 2009.)

B. "Plan": (under which the "Shares" (as defined below) will be issued) Omega Healthcare Investors, Inc. 2004 Stock Incentive Plan.

C. "Deferred Stock Plan": Omega Healthcare Investors, Inc. Deferred Stock Plan, to which this Agreement is also subject.

D. "Stock Units": This Agreement relates to the annual grants of Stock to the Director that are scheduled to be made after the Effective Date (including each future year).

In lieu of receiving such annual Stock grants, the Director will be credited on each annual date that the annual Stock grant would otherwise have been made with a number of Stock Units that is equal to the number of Shares that would otherwise have been granted to the Director as of such annual date (the "Applicable Annual Grant Date"). The number of Stock Units will be increased by the number of Stock Units attributable to the Converted Dividend Equivalents if the Director elects Item E.1. below. Each Stock Unit represents the Company's unsecured obligation to issue one share of Stock and the related Converted Dividend Equivalents, Deferred Dividend Equivalents, or Current Dividend Equivalents (whichever is selected in Item E) in accordance with this Agreement. The shares of Stock represented by the Stock Units shall be referred to as the "Shares."

E. "Dividend Equivalents": Each Stock Unit shall accrue an amount equal to the dividends per share payable on Common Stock to shareholders of record on or after the Applicable Annual Grant Date and through the day before the date the Shares are issued (or until the Stock Units are forfeited, if earlier).

The Director must check either paragraph 1, 2 or 3 below:

1. [ ] "Converted Dividend Equivalents": The Dividend Equivalents will be converted into a number of Vested Stock Units equal to the amount of the Dividend Equivalents that are accrued as of the dividend payment date, divided by the closing price per share of Stock on the dividend payment date. Such Vested Stock Units shall also accrue future Dividend Equivalents that shall be converted into Vested Stock Units in accordance with the preceding formula. The Stock Units under this paragraph shall be paid on the date the Shares are payable to the Director; or

2. [ ] "Deferred Dividend Equivalents": The Dividend Equivalents shall be paid to the Director, with interest accrued on a quarterly basis at a rate equal to the Company's average borrowing rate for the preceding calendar quarter, as determined in the sole discretion of the Committee, on the date the Shares are payable to the Director; or

3. [ ] "Current Dividend Equivalents": The Dividend Equivalents shall be paid to the Director on the same date that the dividends per share are paid to shareholders.

F. "Deferral Period": The Director has elected to defer receipt of the Vested Shares (and Converted Dividend Equivalents or Deferred Dividend Equivalents if Item E.1. or E.2. was elected) until the dates or events set forth below:

The Director must check either paragraph 1 or 2 below, but may check other paragraphs as well.

1. If the Director completes this paragraph 1, the Director must complete A, B, and C below:

A. [ ] as to the first one-third of the Shares, which become Vested Shares one (1) year after the Grant Date, _____, 2_____ (specify date that is at least one (1) year after the Grant Date); and

B. [ ] as to the second one-third of the Shares, which become Vested Shares two (2) years after the Grant Date, _____, 2_____ (specify date that is at least two (2) years after the Grant Date); and

C. [ ] as to the third one-third of the Shares, which become Vested Shares three (3) years after the Grant Date, _____, 2_____ (specify date that is at least three (3) years after the Grant Date);

2. The Director may check A or B below, but not both:

A. [ ] the Director's Separation from Service; or

B. [ ] January 1 of the _____ (specify number, first, second, etc.) year following the year of the Director's Separation from Service;

3. [ ] the earlier of paragraph 1 or 2 above;

4. [ ] the later of paragraph 1 or 2 above;

5. [ ] If a Change in Control occurs before the date payment is required to be made pursuant to the elections above, payment shall be made as a result of the Change in Control;

6. [ ] If the Director becomes subject to a Disability before the date payment is required to be made pursuant to the elections above, payment shall be made as a result of the Disability.

The Director may elect to change the timing of payment in Item F only under the following conditions:

(iv) the election shall not take effect until twelve (12) months after the date the written election is submitted to the Company;

(v) in the case of an election related to a payment date or event other than Disability, the election must, with respect to such payment date or event, defer payment for at least five (5) years from the prior payment date or event; and

(vi) in the case of a payment at a specified date, the election must be submitted at least twelve (12) months before the date payment was previously scheduled to be made.

Notwithstanding the foregoing, the Vested Shares (and Converted Dividend Equivalents or Deferred Dividend Equivalents if Item E.1. or E.2. was elected) shall be payable not later than ninety (90) days following the Director's date of death.

G. "Vesting Schedule": Except as provided in Item E.1., the Stock Units and Shares shall vest according to the Vesting Schedule attached hereto as Exhibit 1 (the "Vesting Schedule"). The Stock Units and Shares which have become vested are herein referred to as the "Vested Stock Units" and "Vested Shares," respectively.

IN WITNESS WHEREOF, the Company and the Director have executed this Agreement as of the Effective Date set forth above.

DIRECTOR

By:

[Signature]

OMEGA HEALTHCARE INVESTORS, INC.

Title:

TERMS AND CONDITIONS TO THE
DEFERRED RESTRICTED STOCK AGREEMENT
PURSUANT TO THE OMEGA HEALTHCARE INVESTORS, INC.
2004 STOCK INCENTIVE PLAN

1. Payment for Vested Stock Units. The Company shall deliver a share certificate representing the number of Shares attributable to the Vested Stock Units (and the amount of the Deferred Dividend Equivalents, if applicable) to the Director within ninety (90) days following the conclusion of the Deferral Period.

2. Unforeseeable Emergency. In the event of an Unforeseeable Emergency, the Director may terminate the Deferral Period but only to the extent of the number of Vested Shares (and Deferred Dividend Equivalents, if applicable) necessary to meet the emergency (which may include amounts necessary to pay Federal, state, local, or foreign taxes or penalties reasonably anticipated to result from the distribution), and only to the extent that the hardship is not or cannot be relieved through reimbursement or compensation by insurance or otherwise, or by liquidation of the Director's assets to the extent such liquidation would not itself cause severe financial hardship, or by cessation of future deferrals.

3. Restrictions on Transfer of Stock Units and Shares. Except for the transfer by bequest or inheritance, the Director shall not have the right to make or permit to exist any transfer or hypothecation, whether outright or as security, with or without consideration, voluntary or involuntary, of all or any part of any right, title or interest in or to any Stock Units or Shares until issued. Any such disposition not made in accordance with this Agreement shall be deemed null and void. Any permitted transferee under this Section shall be bound by the terms of this Agreement.

4. Legend on Stock Certificates. Certificates evidencing the Shares shall have noted conspicuously on the certificates any legends required when applicable securities laws are otherwise determined by the Company to be appropriate, such as:

TRANSFER IS RESTRICTED

THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION UNDER SUCH ACT COVERING SUCH SECURITIES, (2) THE TRANSFER IS MADE IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR (3) THE ISSUER RECEIVES AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT.

5. Change in Capitalization.

(a) The number and kind of Shares shall be proportionately adjusted for any nonreciprocal transaction between the Company and holders of capital stock of the Company that causes the per share value of the Shares underlying the Restricted Units to change, such as a stock dividend, stock split, spin-off, rights offering, or recapitalization through a large, non-recurring cash dividend (each, an "Equity Restructuring").

(b) In the event of a merger, consolidation, extraordinary dividend, sale of substantially all of the Company's assets or other material change in the capital structure of the Company, or a tender offer for shares of Common Stock, or other reorganization of the Company, that in each case is not an Equity Restructuring, the Committee shall take such action and make such adjustments with respect to the Shares or the terms of this Agreement as the Committee, in its sole discretion, determines in good faith is necessary or appropriate, including, without limitation, adjusting the number and class of securities subject to the Agreement, or substituting cash, other securities, or other property to replace the award payable under the Agreement, or terminating the Agreement in exchange for the cash value (as determined by the Committee) of the Shares (and the Deferred Dividend Equivalents, if applicable).

(c) Notwithstanding the foregoing or any other provisions of this Agreement, if a Change in Control of the type described in Section 15(a)(i) occurs and if the Director has not elected to end the Deferral Period as of the date of the Change in Control, the Company shall pay the Deferred Dividend Equivalents, if applicable, to the Director within ninety (90) days following the date of the Change in Control, and shall pay the same amount of consideration per Share attributable to the Stock Units as is paid to each holder of a share of Common Stock in connection with the Change in Control and on the same schedule and under the same terms and conditions, provided that payment must be completed within five (5) years after the Change in Control.

(d) All determinations and adjustments made by the Committee pursuant to this Section will be final and binding on the Director. Any action taken by the Committee need not treat all recipients of awards under the Plan or the Deferred Stock Plan equally.

(e) The existence of the Plan, the Deferred Stock Plan, and this Agreement shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

6. Governing Laws. This Agreement shall be construed, administered and enforced according to the laws of the State of Maryland; provided, however, no Shares shall be issued except, in the reasonable judgment of the Committee, in compliance with exemptions under applicable state securities laws of the state in which Director resides, and/or any other applicable securities laws.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

8. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed party at the last known address of the party. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

9. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

10. Entire Agreement. This Agreement is subject to the terms and conditions of the Plan and the Deferred Stock Plan, and in the event of a conflict, such plans shall control. Subject to the terms and conditions of the Plan and the Deferred Stock Plan, this Agreement expresses the entire understanding and agreement of the parties with respect to the subject matter.

11. Headings and Capitalized Terms. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

12. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

13. No Right to Continued Retention. Neither the establishment of the Plan, nor the Deferred Stock Plan, nor this Agreement shall be construed as giving Director the right to continued service with the Company or an Affiliate.

14. Termination of Agreement. The Company reserves the right to accelerate the time of payment under this Agreement pursuant to a termination and liquidation of the award under this Agreement, to the extent permitted under Treas. Reg. Section 1.409A-3, notwithstanding any election made by the Director or any other provisions of this Agreement.

15. Definitions. Capitalized terms used, but not defined, in this Agreement shall be given the meaning ascribed to them in the Plan. When used in this Agreement, the following terms have the meanings set forth below:

(a) "Change in Control" means:

i. "A change in the ownership of the corporation,"

ii. "A change in the effective control of the corporation," or

iii. "A change in the ownership of a substantial portion of the assets of the corporation,"

in each case within the meaning of Treas. Reg. Section 1.409A-3; provided, however, that for purposes of determining a "substantial portion of the assets of the corporation" "eighty-five percent (85%)" shall be used instead of "forty percent (40%)." For purposes of this subsection (a), the "corporation" refers to the Company. Notwithstanding the foregoing, in the event of a merger, consolidation, reorganization, share exchange or other transaction as to which the holders of the capital stock of the Company before the transaction continue after the transaction to hold, directly or indirectly, shares of capital stock of the Company (or other surviving company) representing more than fifty percent (50%) of the value or ordinary voting power to elect directors of the capital stock of the Company (or other surviving company), such transaction shall not constitute a Change in Control.

(b) "Disability" means any condition that would constitute a "disability" under Treas. Reg. Section 1.409A-3.

(c) "Separation from Service" means a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1.

(d) "Unforeseeable Emergency" means an "unforeseeable emergency" within the meaning of Treas. Reg. Section 1.409A-3.

Exhibit 1 to Deferred Restricted Stock Agreement

Vesting Schedule

The Stock Units and the Shares shall become vested as follows:

Percentage	Years of Service after Grant Date
33-1/3%	1
66-2/3%	2
100%	3

For purposes of the above schedule, the Director shall receive credit for a year of service as of each anniversary of the Grant Date that the Director remains at all times a director, employee, or consultant of the Company or an Affiliate from the Grant Date to such date. Any of the Stock Units and the Shares which are not vested (1) at the time that the Director ceases to be a director, employee, or consultant of the Company due to death or Disability, or (2) upon a Change in Control shall become fully vested. Notwithstanding the foregoing, any of the Stock Units and the Shares which are not vested at the time that the Director ceases to be a director, employee, or consultant of the Company or an Affiliate for any reason other than death or Disability shall be forfeited to the Company.

FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED

MASTER LEASE AGREEMENT

Among

OMEGA HEALTHCARE INVESTORS, INC.

THE LESSOR ENTITIES IDENTIFIED ON THE SIGNATURE PAGE HEREOF

THE LESSEE ENTITIES IDENTIFIED ON THE SIGNATURE PAGE HEREOF

AND

THE GUARANTOR ENTITIES IDENTIFIED ON THE SIGNATURE PAGE HEREOF

Dated As Of

August 26, 2008

FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED
MASTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER LEASE AGREEMENT (this " Master Lease"), is made and entered into on this 26th day of August, 2008 (the "Effective Date") by and among the lessor entities identified on the signature page hereof (collectively, the " Lessor," and where the context requires, each, a "Lessor"), the lessee entities listed on the signature page hereof (collectively, jointly and severally, the " Lessee," and where the context requires, each, a "Lessee"), OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation (" Omega"), and the guarantor entities identified on the signature page hereof (each a "Guarantor" and collectively, the "Guarantors").

RECITALS

The circumstances underlying the execution of this Master Lease are as follows:

A. Lessor, as landlord, and Lessee, as lessee, are parties to that certain Second Amended and Restated Master Lease dated as of February 1, 2008, (as amended, the "Existing Lease"), pursuant to which, as of the Effective Date, Lessee leases forty (40) facilities from Lessor. All terms used in this Amendment and not defined herein shall have the meanings assigned to them in the Existing Lease.

B. Lessor and Lessee desire to amend the Existing Master Lease to (i) reflect the new Non-Litchfield Facilities Base Rent and certain other changes to the Existing Lease after the sale by Lessor of, and termination of the Existing Lease with respect to, the Future Transition Facilities, (ii) provide for a Lessor funded capital improvement allowance; and (iii) increase the Base Rent payable under the Existing Lease if and to the extent such capital improvement funds are advance by Lessor to Lessee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Partial Termination of Lease and Release of Lessees .

Lessor and Lessee acknowledge and agree that the Proposed Sale of the Future Transition Facilities occurred as of July 1, 2008 and accordingly that from and after such date (i) the Future Transition Facilities are no longer subject to the terms of the Existing Lease and accordingly any and all references thereto in the Existing Lease, including, but not limited to, in Exhibits A, B and C, shall be and hereby are deleted, (ii) SunBridge Regency Rehab Hospitals, Inc. and SunBridge San Bernardino Rehabilitation Hospital, Inc. are released from further obligations as Lessees under the Existing Lease and any and all references to them as Lessees under the Lease shall be and hereby are deleted, and (iii) Section A(ii) of the definition of Non-Litchfield Base Rent shall be deleted in its entirety and the following inserted in lieu thereof:

For the period from February 1, 2008 through June 30, 2008, the monthly sum of Two Million Eighty Five Thousand One Hundred Seventy Five and 44/100 Dollars ($2,085,175.44) and for the period from July 1, 2008 through December 31, 2008 the monthly sum of One Million Nine Hundred Forty Three Thousand Five Hundred Eight and 77/100 Dollars ($1,943,508.77). For purposes of calculating the Non-Litchfield Base Rent as of January 1, 2009, Lessor and Lessee agree that in 2008 the Non-Litchfield Base Rent on an annualized basis is Twenty Three Million Three Hundred Twenty Two Thousand One Hundred Five and 19/100 Dollars ($23,322,105.19) (the "2008 Annualized Non-Litchfield Base Rent").

2. Definitions.

(a) Any capitalized term used but not defined in this Amendment will have the meaning assigned to such term in the Existing Lease.

(b) In addition to the other definitions contained herein, when used in this Amendment the following terms shall have the following meanings:

Actual Cost: means the actual cost of services or materials incorporated into the Approved Project or the Approved Projects, which amount does not include any amounts paid to Lessee or any Affiliate of Lessee without the written consent of Lessor, but does include the Accrued Financing Costs.

Accrued Financing Costs: is defined in Section 6 of this Amendment.

Additional Rent Commencement Date: means, for each Approved Project, the earlier to occur of (i) the Substantial Completion Date or (ii) the first day of the fifteenth (15th) month following the Approved Project Start Date for such Approved Project.

Additional Project Rent: means, with respect to each Approved Project, an amount equal to (A) the Funded Amount for such Approved Project *multiplied by* (B) ten percent (10.00%).

Approved Amount: means the maximum amount that Lessor has agreed to fund with respect to any Approved Project. For the avoidance of doubt, the Approved Amount includes all Accrued Financing Costs.

Approved Project or Approved Projects: means one, some or all of the improvements and repairs to the Eligible Facilities which are suggested by Lessee and approved by Lessor pursuant to this Amendment.

Approved Project Start Date: means, for each Approved Project, the first day of the first month following the date such Approved Project is approved by Lessor.

Cost Overrun: is defined in Section 3(c) of this Amendment.

Eligible Facilities: means the Eligible Litchfield Facilities and the Eligible Non-Litchfield Facilities.

Eligible Litchfield Facilities: means (i) any Litchfield Facility consented to in writing by Lessor, and (ii) any of the following Litchfield Facilities:

Name	Address
Capitol Care Center	8211 Ustick Road, Boise, ID
Cheyenne Mountain Care Center	835 Tenderfoot Hill Road, Colorado Springs, CO
Pikes Peak Care Center	2719 North Union Boulevard, Colorado Springs, CO

Eligible Non-Litchfield Facilities: means (i) any Non-Litchfield Facility consented to in writing by Lessor, and (ii) any of the following Non-Litchfield Facilities:

Name	Address
SunBridge Care & Rehab for Decatur	1350 14th Avenue SE, Decatur, AL
SunBridge Care & Rehab for Dunbar	501 Caldwell Lane, Dunbar, WV
Idaho Falls Care Center	3111 Channing Way, Idaho Falls, ID
SunBridge Care & Rehab for Milford	19 Veterans Memorial Drive, Milford, MA
SunBridge Care & Rehab for Mount Olive	228 Smith Chapel Road, Mount Olive, NC
SunBridge Pine Lodge Care & Rehab	405 Stanford Road, Beckley, WV
SunBridge Care & Rehab for Putnam	300 Seville Road, Hurricane, WV
SunBridge Care & Rehab - Shoals	500 John Aldridge Drive, Tuscumbia, AL

Funded Amount: means, with respect to each Approved Project, the aggregate funds expended by Lessor and all Accrued Financing Costs on such Approved Project, and with respect to all Approved Projects, the aggregate funds expended by Lessor and all Accrued Financing Costs on all Approved Projects.

Maximum Funded Amount: means the aggregate maximum amount which Lessor has agreed to make available to Lessee to cover the Actual Cost of all of the Approved Projects, to wit, Twenty Five Million and no/100 Dollars ($25,000,000).

Plans and Specifications: means the written plans and specification for an Approved Project to be submitted by Lessee and approved by Lessor, as such plans and specifications may be amended as set forth in this Amendment.

Project Costs: means all costs and fees paid or accrued in connection with an Approved Project.

Proposed Project: is defined in Section 3(a) of this Amendment.

Substantial Completion Date: is defined in Section 3(b) of this Amendment.

Title Company: means Chicago Title Insurance Company or such other national title company as may be selected by Lessor and reasonably acceptable to Lessee.

Unallocated Funds: means the Maximum Funded Amount less the sum of (i) the Funded Amount for all completed Approved Projects and (ii) the Approved Amount for all pending Approved Projects.

(c) From and after the date of this Amendment, each reference to the Existing Lease, means the Existing Lease as modified by this Amendment.

3. Approved Projects.

(a) Approval. At any time prior to December 31, 2009, Lessee may submit Plans and Specifications and a proposed budget to Lessor for a capital improvement to one or more of the Eligible Facilities (each a "Proposed Project"). In addition, Lessee will deliver to Lessor such other information regarding a Proposed Project as Lessor may reasonably request. If Lessor approves such Proposed Project and an Approved Amount for such Proposed Project in writing, then such Proposed Project shall be an Approved Project. Lessor shall not unreasonably withhold, condition or delay its approval of a Proposed Project; provided, however, in no event shall Lessor withhold its approval or denial of approval of a Proposed Project for more than sixty (60) days from the date the same is submitted to Lessor for its review; and provided, further, in the event Lessor elects to disapprove a Proposed Project, Lessor shall provide Lessee with a reasonably detailed explanation of the reasons for such disapproval and Lessee shall have a period of thirty (30) days after the receipt thereof to address Lessor's objections and resubmit the Proposed Project to Lessor for approval; and provided, further Lessor shall not withhold its approval of the Proposed Project related to the SunBridge Care & Rehab-Shoals facility (the "Shoals Facility") solely on the basis of the fact that Lessee has advised Lessor that in order to implement that Proposed Project it intends to reduce the licensed bed capacity of the SunBridge Care & Rehab-Tuscumbia facility, which Lessee also leases from Lessor, by ten (10) beds and to increase the licensed bed capacity of the Shoals Facility by ten (10) beds. Lessor shall have no obligation to consider or approve any Proposed Project submitted at any time after December 31, 2009.

(b) Commencement and Completion of Approved Projects. Except as otherwise provided herein, Lessee shall commence construction of each Approved Project within sixty (60) days of the Approved Project Start Date for each Approved Project and will continue diligently to complete each Approved Project within twenty (20) months of the Approved Start Date (or as soon thereafter as reasonably possible in light of any delays in completion caused by an Unavoidable Delay) and will supply such moneys and perform such duties as may be necessary in connection therewith. Lessee agrees to provide to Lessor from time to time with evidence that it has secured all approvals of any governmental body or agency exercising jurisdiction of the applicable Facility required in connection with the work then being undertaken by Lessee with respect to the applicable Approved Project. An Approved Project will be complete only at such time as (i) all improvements to the Approved Project called for in the Plans and Specifications have been substantially installed or completed in a manner reasonably satisfactory to Lessor and (ii) if required under law, a public authority has issued a final certification, consent or approval for such Approved Project subject only to such conditions as may be reasonably acceptable to Lessor (the "Substantial Completion Date").

(c) Plans and Specifications.

(i) Lessee shall be responsible for payment of the fees, costs and expenses in developing and preparing the Plans and Specifications. Lessor and Lessee shall cooperate with each other in developing the Plans and Specifications. Lessee shall cause the Project Architect to deliver to Lessor the Plans and Specifications for review and approval by Lessor. Lessor shall not unreasonably withhold, condition or delay its approval of the Plans and Specifications; provided, however, in no event shall Lessor withhold its approval or denial of approval of the Plans and Specifications for an Approved Project for more than sixty (60) days from the date the same are submitted to Lessor for its review; and

provided, further, in the event Lessor elects to disapprove the Plans and Specifications for an Approved Project, Lessor shall provide Lessee with a reasonably detailed explanation of the reasons for such disapproval and Lessee shall have a period of thirty (30) days after the receipt thereof to address Lessor's objections and resubmit the Plans and Specifications for an Approved Project to Lessor for approval. The review by Lessor of the Plans and Specifications is for Lessor's benefit only, and Lessor's approval of any such Plans and Specifications shall impose no liability on Lessor, express or implied, including without limitation any representation or warranty that such Plans and Specifications are complete or accurate, or that such Plans and Specifications comply with zoning or other land use laws, local building department requirements, or any applicable public or private covenants, conditions or restrictions, and shall not in any way relieve Lessee of its obligation to perform its work in accordance with this Amendment and all applicable laws and requirements.

(ii) With respect to each Approved Project, as of the applicable Approved Project Start Date, Approved Project Rent Commencement Date, and Substantial Completion Date, Lessee represents and warrants that the Plans and Specifications and construction pursuant thereto will comply with all applicable governmental laws and regulations and requirements, zoning and subdivision ordinances, and standards and regulations of all governmental bodies exercising jurisdiction over the applicable Facility, including health care licensing, environmental protection, energy, equal employment regulations and appropriate supervising boards of fire underwriters and similar agencies.

(iii) Except as provided below, Lessee will not make, or cause or permit to be made, any change to the Plans and Specifications unless a request for the change has been submitted in writing to Lessor and approved in writing by Lessor and such other parties as Lessor may reasonably require. Lessor shall not unreasonably withhold, condition or delay its approval of a change to the Plans and Specifications; provided, however, in no event shall Lessor withhold its approval or denial of approval of a change to the Plans and Specifications for more than ten (10) business days from the date the same is submitted to Lessor for its review; and provided, further, in the event Lessor elects to disapprove a change to the Plans and Specifications, Lessor shall provide Lessee with a reasonably detailed explanation of the reasons for such disapproval and Lessee shall have a period of thirty (30) days after the receipt thereof to address Lessor's objections and resubmit the change to the Plans and Specifications to Lessor for approval. Under no circumstances will any failure by Lessor to respond to a request for approval of a change in the Plans and Specifications be deemed to constitute approval of the request.

(iv) Lessee may affect changes in the Plans and Specifications from time to time, without first obtaining Lessor's approval, if (i) the changes do not impair the structural integrity, design concept or architectural appearance of the Approved Project or change the usefulness of the Approved Project in any way, (ii) the changes will not result in a default in any other obligation to any other party or authority and (iii) the changes will not, individually or together with any changes previously made to the Plans and Specifications, result in a net increase in the total Approved Amount of more than five percent (5%). Lessee will deliver promptly to Lessor copies of all addenda, change orders and modifications to the Plans and Specifications. Notwithstanding the foregoing, to the extent that the cost to complete the applicable Approved Project exceeds the Approved Amount (whether or not as a result of any such changes in the Plans and Specifications) (a "Cost Overrun"), Lessee will be responsible for payment of the excess unless there are Unallocated Funds available in an amount not less than the amount of the Cost Overrun, in which case Lessor shall, upon Lessee's request, make available additional funds up to fifteen percent (15%) of the original Approved Amount with respect to an Approved Project and, in such event the Approved Amount for such Approved Project shall be increased accordingly and thereafter any and all references herein to the Approved Amount shall be the Approved Amount as so adjusted.

(v) Lessee will, after receipt of written notice from Lessor, promptly correct any material departure from the Plans and Specifications for an Approved Project, if such departure required Lessor's approval and was not previously approved by Lessor. The approval or absence of disapproval by Lessor of any payment of Funded Amount shall not constitute a waiver of Lessor's right to require compliance with this Section.

(d) Lessor's Architect. Lessor may retain the services of architects and engineers, including architects and engineers employed by Lessor (the "Lessor's Architect"), to act as Lessor's agent in reviewing the Plans and Specifications and the progress of construction and in making such certifications and performing such other tasks and duties as Lessor deems appropriate. Subject to the limitation set forth in Section 14, Lessee will pay all reasonable fees, costs and expenses of the Lessor's Architect within ten (10) days after demand by Lessor, accompanied by a reasonably detailed invoice or statement of the amount due from Lessor's Architect.

(e) Character of Construction. All construction will be in accordance with the Plans and Specifications, of sound materials, in good and workmanlike manner, free and clear of all liens, claims and encumbrances (other than the liens and security interests securing the obligations of the Lessee under this Lease), and in compliance with all laws, ordinances, regulations and restrictions affecting the applicable Facility and all requirements of all governmental authorities having jurisdiction over the applicable Facility and of the appropriate board of fire underwriters or other similar body, if any, and any applicable health care authority. Lessee will furnish Lessor with evidence of such compliance as Lessor requires from time to time.

(f) Construction Contract and Architectural/Engineering Agreement .

(i) Upon the request of Lessor, if applicable, a list of the construction manager(s) or general contractor(s), as the case may be, and, if applicable, the architect and/or engineer, and the contracts under which each is retained in connection with an Approved Project shall be provided by Lessee to Lessor. Upon request of Lessor, if applicable, Lessee will promptly furnish to Lessor executed copies of the construction management agreement or general contract(s) between Lessee and the construction manager or general contractor(s) covering all work to be done in connection with the Approved Project and executed copies of all subcontracts between the construction manager or general contractor(s) and all of their subcontractors and suppliers. Upon request of Lessor, if applicable, Lessee will promptly furnish to Lessor any amendments or modifications (including change orders) to any of the foregoing. Lessee will not modify or amend or permit to be modified or amended (including by way of change order) any construction management agreement, construction contract or construction subcontract without Lessor's prior written approval; provided, however, that Lessor's prior approval need not be obtained with respect to any change order that results from a change in the Plans and Specifications with respect to which Lessor's consent is not required pursuant to this Amendment. Upon request of Lessor, Lessee will also furnish to Lessor an executed copy of the architectural and/or engineering agreement, if any, between Lessee and the architect and/or engineer with respect to the Approved Project.

(ii) Lessee will perform its obligations under the contracts described in subparagraph (i) above, and will use commercially reasonable efforts to cause each other party to such contracts to perform its obligations under such contracts.

(iii) Lessee will enforce or cause to be enforced the prompt performance of the contracts described in subparagraph (i) above and will allow Lessor to take advantage of all rights and benefits of such contracts. In addition, Lessee hereby assigns to Lessor all warranties given to Lessee under the contracts described in subparagraph (i) above.

(g) Records and Reports. Lessee will keep accurate and complete books and records relating to the Approved Projects, and Lessor will have access thereto during usual business hours upon 48 hours advance notice. If not reflected in a Request (as defined below), Lessee will furnish or cause to be furnished to Lessor from time to time, promptly upon request, (i) copies and lists of all paid and unpaid bills for labor and materials with respect to the Approved Projects, (ii) construction budgets and revisions thereof showing the estimated cost of the Approved Projects and the source of the funds required at any given time to complete and pay for the same, (iii) receipted bills or other evidence of payment with respect to the cost of the Approved Projects, and (iv) such reports as to other matters relating to the Approved Projects as Lessor may request. This paragraph will supplement any similar provision in this Lease.

(h) Access. Notwithstanding anything to the contrary contained in this Lease, Lessee will permit Lessor's representatives to have access to any Facility at which an Approved Project is being performed at all reasonable times and to conduct such investigations and inspections thereof as Lessor shall determine necessary, including without limitation in connection with inspecting all work done, labor performed and materials furnished in connection with each Approved Project. Lessee will cooperate and, if applicable, will cause the construction manager or general contractor, as the case may be, to cooperate with Lessor and its representatives and agents during such inspections. Notwithstanding the foregoing, Lessee will be responsible for making inspections during the course of construction and will determine to their own satisfaction that the work done or materials supplied by the contractors and subcontractors has been properly supplied or done in accordance with applicable contracts. All inspections that may be performed by Lessor and its agents will be exclusively for the benefit of Lessor and will impose no obligation whatever upon Lessor for the benefit of any person. Lessee will hold Lessor harmless from, and Lessor will have no liability or obligation of any kind to Lessee or creditors of Lessee in connection with, any defective, improper or inadequate workmanship or materials brought in or related to an Approved Project, or any construction lien arising as a result of such workmanship or materials. No inspection by Lessor will create any obligation on Lessor or relieve Lessee of any obligation.

(i) Right to Withdraw an Approved Project. Notwithstanding anything to the contrary set forth in this Section 3, Lessee shall have the right, on written notice to Lessor, to withdraw an Approved Project within thirty (30) days after the date on which the same is approved by Lessor pursuant to Section 3(b) or the date on which Lessor requires any changes to the Plans and Specifications for the Approved Project pursuant to Section 3(c).

4. Disbursements of Approved Amount.

(a) Upon satisfaction of the conditions set forth in subparagraphs (b) and (c) below, Lessor will disburse from time to time (but no more frequently than once per month) to Lessee advances of the Approved Amount for an Approved Project, subject to the limitations set forth in Section 5(c) and Section 7 below. Lessor may condition the final disbursement of the Approved Amount for an Approved Project on the delivery to Lessor of evidence that there are no mechanics or materialmen's liens on the applicable Facility, that all lien waivers have been signed and delivered to Lessee and that any punch list items have been corrected.

(b) Disbursement of the Approved Amount shall be subject to the receipt by Lessor of the following:

(i) a request for disbursement, in the form of AIA 706 (the " Request"), executed by an officer of Lessee and setting forth, among other things, the portion of the Approved Amount that Lessee then is requesting be disbursed, the amount that Lessee in good faith believes to be the cost to complete construction (after disbursement of the portion of the Approved Amount then being requested) of each Approved Project, a detailed breakdown of the costs and expenses incurred in the construction of each Approved Project to the date of Request, a detailed cost breakdown of the percentage of completion of the construction of the Approved Project to the date of the Request, the amounts then due and unpaid with respect to such construction, such other information or documentation as may be required by the Title Company and the date upon which the disbursement is desired, provided that the date of the disbursement must not be less than five (5) Business Days after the date upon which the Lessor receives the Request and the other items set forth in clauses (ii) and (iii) below;

(ii) a certification from Lessee that, as of the date of the Request, no Event of Default exists under this Lease, all representations and warranties set forth in this Lease are accurate and complete in all material respects, and there are no actions, suits or proceedings pending, or to the knowledge of Lessee, threatened or involving (or that would reasonably be expected to involve) Lessee, or all or any part of the Facilities and that could impair the Facilities or the ability of Lessee to perform under this Lease;

(iii) if applicable, certificates of Lessee's architect and/or engineer, Lessor's Architect, if any, and Lessee, certified to Lessor and Lessee and certifying that (a) the Request is correct and, to the best of its knowledge, all work on the Approved Project up to the date thereof has been done in substantial compliance with the Plans and Specifications for the Approved Project; (b) to the date thereof, there has been no material deviation from the budgeted cost of the Approved Project or construction progress schedule, except as authorized by Lessee and approved by Lessor; and (c) the undisbursed portion of the Approved Amount will be sufficient to meet all known costs to complete the work covered by the Plans and Specifications for the Approved Project, after giving effect to all amounts previously disbursed, plus the amount then requested.

(c) Upon the request of Lessor, the Title Company is prepared, without condition, to issue to Lessor a date-down endorsement, dated as of the date of the disbursement, insuring Lessor's title to the Facility at which the applicable Approved Project is being completed subject to no other exceptions than are set forth on the Title Policies delivered to Lessor on the Commencement Date, exceptions after the Commencement Date granted by or arising from the acts or omissions of Lessor and exceptions otherwise approved in writing by Lessor.

5. Approved Project Rent.

(a) For each Approved Project, commencing as of the Additional Rent Commencement Date, either (i) the annual Litchfield Base Rent shall be increased by the Additional Project Rent if such Approved Project is a Litchfield Facility, or (ii) the annual Non-Litchfield Base Rent shall be increased by the Additional Project Rent if such Approved Project is a Non-Litchfield Facility.

(b) From and after the applicable Additional Rent Commencement Date, such Additional Project Rent shall be part of the Litchfield Base Rent or Non-Litchfield Base Rent, as applicable, for all purposes under this Lease, including, but not limited to, annual increase as set forth in the Existing Lease pursuant to the formulas set forth in the definitions of Litchfield Base Rent or Non-Litchfield Base Rent, as applicable.

(c) Notwithstanding anything in this Amendment to the contrary, Lessor shall have no obligation to make further advances of the Funded Amount with regard to an Approved Project on or after the applicable Additional Rent Commencement Date. Any amounts advanced with respect to an Approved Project after the applicable Additional Rent Commencement Date shall be included in the calculation of Additional Project Rent immediately upon disbursement.

6. Accrual of Financing Costs. For each Approved Project, during the period from the Approved Project Start Date until the applicable Additional Rent Commencement Date, financing costs on the portion of any Funded Amount actually advanced for such Approved Project shall accrue at the rate of ten percent (10%) per annum (the "Accrued Financing Costs"). In the month such financing costs accrue, such financing costs shall be deemed to have been advanced as part of the Funded Amount for all purposes under this Amendment; provided, however, in calculating the Additional Project Rent there shall be no compounding of the Accrued Financing Costs. Any amounts payable under this Section shall constitute "Rent" under this Lease.

7. Limitation on Disbursements. In addition to the limitation set forth in Section 5(c) with respect to the outside date for any disbursement of the Approved Amount for an Approved Project, in no event will Lessor pay amounts in excess of (A) the lesser of (i) the Actual Cost of an Approved Project or the Approved Amount for any given Approved Project; or (B) the Maximum Funded Amount for all Approved Projects. Lessor shall have no obligation to make any advance of the Approved Amount (i) with respect to a given Approved Project, after the twentieth (20) month after the Approved Project Start Date for such Approved Project, and (ii) after October 31, 2011.

8. Sufficiency of Funded Amount. Lessor shall be entitled to not make a disbursement, or to make a disbursement in an amount less than the amount requested, if Lessor is not satisfied in its sole discretion that following the requested disbursement the undisbursed proceeds of the Approved Amount for any Approved Project plus the *lesser* of (i) fifteen percent (15%) of the original Approved Amount for such Approved Project and (ii) any Unallocated Funds will be at least equal to the sum of the estimated Project Costs to complete the Approved Project in accordance with the Plans and Specifications (including all costs incurred in connection with changes in the Plans and Specifications). If at any time it appears to Lessor that the sum of the undisbursed balance of the Approved Amount plus the *lesser* of (i) fifteen percent (15%) of the original Approved Amount for such Approved Project and (ii) any Unallocated Funds is less than the amount required by this Section, Lessor may give written notice to Lessee specifying the amount of the deficiency and Lessee immediately will deposit with Lessor the amount of the deficiency, which will be expended first in the same manner as the Funded Amount before any further payment of the Funded Amount will be made by Lessor.

9. Payments to Contractor, Subcontractors and Suppliers. At Lessor's option, Lessor may make payments either through the Title Company or directly to any contractor, subcontractor or supplier furnishing labor or materials in connection with an Approved Project.

10. Lessor's Right to Cure. If Lessee fails to perform any of Lessee's undertakings set forth in this Amendment when due or within any applicable cure period provided for herein (or within ten (10) days in the case of a monetary default or thirty (30) days in the case of a non-monetary default, where no other cure period is specified), Lessor may, but will not be required to, perform the same, and Lessee will reimburse Lessor any amounts expended by Lessor in so doing.

11. Application of Advances. Lessee will apply each payment of Funded Amount against amounts due and payable for construction of the Approved Project or obligations in connection therewith as set forth in each Request. Nothing contained in this Agreement will impose upon Lessor any obligation to see to the proper application of the advances by Lessee or any other party.

12. Construction or Other Liens. In the event any construction or other lien or encumbrance is filed or attached against a Facility or any part thereof without the prior written consent of Lessor, Lessor may, at its option and without regard to the priority of such construction or other lien or encumbrance, and without regard to any defenses that Lessee may have with respect to the lien or encumbrance, pay the same, and Lessee will reimburse all amounts expended by Lessor for such purpose within ten (10) days of written notice thereof.

13. Guaranty of Completion. Regardless of whether the cost of an Approved Project is less than, equal to or in excess of the amount of the Approved Amount plus the *lesser* of (i) fifteen percent (15%) of the original Approved Amount for such Approved Project and (ii) any Unallocated Funds, Lessee will be responsible for payment of all costs of completing each Approved Project, subject, however, to Lessee's right to seek reimbursement from Lessor, and Lessor's obligation to reimburse Lessee, for the Approved Amount plus the *lesser* of (i) fifteen percent (15%) of the original Approved Amount for such Approved Project and (ii) any Unallocated Funds, all in accordance with the terms of this Amendment.

14. Unavoidable Delay. Upon the occurrence and during the continuance of an Unavoidable Delay with respect to an Approved Project and the giving of written notice thereof to Lessor, Lessee shall be temporarily released without any liability on their part from the performance of their obligations to complete such Approved Project, except for the obligation to pay any amounts due and owing from Lessee (using the funds provided by Lessor under this Amendment, if applicable), but only to the extent and only for the period that their performance of each such obligation is prevented by the Unavoidable Delay. Such notice shall include a description of the nature of the Unavoidable Delay, and its cause and possible consequences. Lessee shall promptly notify Lessor of the termination of the event giving rise to the Unavoidable Delay. During the period that the performance by Lessee has been suspended by reason of an Event of Force Majeure, Lessor may likewise suspend the performance of all or part of its obligations under this Amendment to the extent that such suspension is commercially reasonable and, notwithstanding anything in this Agreement to the contrary, Lessor shall have no obligation to make disbursements of the Funded Amount with respect to such Approved Project other than with respect to requests for reimbursement submitted by Lessee for work completed at the applicable Approved Project prior to the onset of any such Unavoidable Delay.

15. Expenses of Lessor. All reasonable costs incurred by Lessor in connection with the Approved Projects, including, but not limited to, Lessor's reasonable legal counsel and due diligence costs, title insurance, survey, UCC searches and filing fees, if any, shall, and the fees of Lessor's Architect, at the option of Lessee, either (i) be added to the Funded Amount for an Approved Project or (ii) paid by Lessee; provided, however, in no event shall such costs and expenses exceed an amount equal to one half of one percent (1/2 of 1%) of the Approved Project Amount.

16. Enforceability of Lease. Except as expressly and specifically set forth in this Amendment, the Existing Lease remain unmodified and in full force and effect.

17. Execution and Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but when taken together shall constitute one and the same Amendment.

18. Headings; Exhibits. Section headings used in this Amendment are for reference only and shall not affect the construction of the Agreement. All exhibits and attachments attached hereto are incorporated herein by this reference.

19. Entire Agreement. This Amendment together with the Existing Lease and the other Transaction Documents is intended by the parties to be a complete and exclusive statement of the agreement and understanding of the parties in respect of the subject matter contained herein and therein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereby execute this Second Amended and Restated Master Lease effective as of the day and year first set forth above.

LESSOR:

DELTA INVESTORS I, LLC, a Maryland limited liability company, and
DELTA INVESTORS II, LLC, a Maryland limited liability company
OHI ASSET, LLC, a Delaware limited liability company
OHI ASSET (CA), LLC, a Delaware limited liability company
OHI ASSET (CO), LLC, a Delaware limited liability company
OHI ASSET (ID), LLC, a Delaware limited liability company

By: OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation, Its Member

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

OHIMA, INC., a Massachusetts corporation

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

OMEGA:

OMEGA HEALTHCARE INVESTORS, INC., a Maryland corporation

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

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

This instrument was acknowledged before me on the 2nd day of September, 2008, by Daniel J. Booth, the COO of OHIMA, Inc., a Massachusetts corporation, and Omega Healthcare Investors, Inc., a Maryland corporation, the sole member of Delta Investors I, LLC, a Maryland limited liability company, Delta Investors II, LLC, a Maryland limited liability company, OHI Asset, LLC, a Delaware limited liability company, OHI Asset (CA), LLC, a Delaware limited liability company, OHI Asset (CO), LLC, a Delaware limited liability company, OHI Asset (ID), LLC, a Delaware limited liability company, on behalf of said corporations and companies.

Judith A. Jacobs
Notary Public, Baltimore County, MD
My commission expires: May 12, 2012

LESSEE:

SUNBRIDGE CARE ENTERPRISES, INC., a Delaware corporation
SUNBRIDGE CIRCLEVILLE HEALTH CARE CORP., an Ohio corporation
SUNBRIDGE BECKLEY HEALTH CARE CORP., a West Virginia corporation
SUNBRIDGE PUTNAM HEALTH CARE CORP., a West Virginia corporation
SUNBRIDGE BRASWELL ENTERPRISES, INC., a California corporation
SUNBRIDGE MEADOWBROOK REHABILITATION CENTER, a California corporation
SUNBRIDGE DUNBAR HEALTH CARE CORP., a West Virginia corporation
SUNBRIDGE MARION HEALTH CARE CORP., an Ohio corporation
SUNBRIDGE SALEM HEALTH CARE CORP., a West Virginia corporation
SUNBRIDGE REGENCY-NORTH CAROLINA, INC., a North Carolina corporation
SUNBRIDGE HEALTHCARE CORPORATION, a New Mexico corporation
SUNBRIDGE SHANDIN HILLS REHABILITATION CENTER, a California corporation
SUNBRIDGE REGENCY-TENNESSEE, INC., a Tennessee corporation
FALMOUTH HEALTHCARE, LLC, a Delaware limited liability company
MASHPEE HEALTHCARE, LLC, a Delaware limited liability company
WAKEFIELD HEALTHCARE, LLC, a Delaware limited liability company
WESTFIELD HEALTHCARE, LLC, a Delaware limited liability company
PEAK MEDICAL COLORADO NO. 2, INC., a Delaware corporation
PEAK MEDICAL OF IDAHO, INC., a Delaware corporation
PEAK MEDICAL OF BOISE, INC., a Delaware corporation

By: /s/ Mike Berg
Name: Mike Berg
Title: Secretary

GUARANTOR:

SUN HEALTHCARE GROUP, INC., a Delaware corporation
PEAK MEDICAL CORPORATION, a Delaware corporation
HARBORSIDE HEALTHCARE CORPORATION, a Delaware corporation

By: /s/ Mike Berg
Name: Mike Berg
Title: Secretary

STATE OF NM)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on the 26th day of August, 2008, by Michael T. Berg, the Secretary of Sun Healthcare Group, Inc., a Delaware corporation, Peak Medical Corporation, a Delaware corporation, Harborside Healthcare Corporation, a Delaware corporation, SunBridge Care Enterprises, Inc., a Delaware corporation, SunBridge Circleville Health Care Corp., an Ohio corporation, SunBridge Beckley Health Care Corp., a West Virginia corporation, SunBridge Putnam Health Care Corp., a West Virginia corporation, SunBridge Braswell Enterprises, Inc., a California corporation, SunBridge Meadowbrook Rehabilitation Center, a California corporation, SunBridge Dunbar Health Care Corp., a West Virginia corporation, SunBridge Marion Health Care Corp., an Ohio corporation, SunBridge Salem Health Care Corp., a West Virginia corporation, SunBridge Regency-North Carolina, Inc., a North Carolina corporation, SunBridge Healthcare Corporation, a New Mexico corporation, SunBridge Shandin Hills Rehabilitation Center, a California corporation, SunBridge Regency-Tennessee, Inc., a Tennessee corporation, Falmouth Healthcare, LLC, a Delaware limited liability company, Mashpee Healthcare, LLC, a Delaware limited liability company, Wakefield Healthcare, LLC, a Delaware limited liability company, Westfield Healthcare, LLC, a Delaware limited liability company, Peak Medical Colorado No. 2, Inc., a Delaware corporation, Peak Medical of Idaho, Inc., a Delaware corporation, and Peak Medical of Boise, Inc., a Delaware corporation, on behalf of said corporations and companies.

Anne Rider
Notary Public, NM County, Bernalillo
My commission expires: 6/16/2010

Exhibit 12.1

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges on a reported basis for the periods indicated. Earnings consist of income from continuing operations plus fixed charges. Fixed charges consist of interest expense and amortization of deferred financing costs. We have calculated the ratio of earnings to fixed charges by adding net income from continuing operations to fixed charges and dividing that sum by such fixed charges.

	Year Ended December 31,				
	2004	**2005**	**2006**	**2007**	**2008**
			(in thousands)		
Income from continuing operations before income taxes	$ 13,807	$ 39,674	$ 58,252	$ 67,591	$ 77,619
Interest expense	44,008	34,771	47,611	44,092	39,746
Income before fixed charges	$ 57,815	$ 74,445	$ 105,863	$ 111,683	$ 117,365
Interest expense	$ 44,008	$ 34,771	$ 47,611	$ 44,092	$ 39,746
Total fixed charges	$ 44,008	$ 34,771	$ 47,611	$ 44,092	$ 39,746
Earnings / fixed charge coverage ratio	**1.3x**	**2.1x**	**2.2x**	**2.5x**	**3.0x**

Exhibit 12.2

RATIO OF EARNINGS TO
COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

The following table sets forth our ratio of earnings to combined fixed charges and preferred stock dividends on a reported basis for the periods indicated. Earnings consist of income from continuing operations plus fixed charges. Fixed charges consist of interest expense and amortization of deferred financing costs. We have calculated the ratio of earnings to combined fixed charges and preferred stock dividends by adding net income from continuing operations to fixed charges and dividing that sum by such fixed charges plus preferred dividends, irrespective of whether or not such dividends were actually paid.

	Year Ended December 31,				
	2004	**2005**	**2006**	**2007**	**2008**
			(in thousands)		
Income from continuing operations before income taxes	$ 13,807	$ 39,674	$ 58,252	$ 67,591	$ 77,619
Interest expense	44,008	34,771	47,611	44,092	39,746
Income before fixed charges	$ 57,815	$ 74,445	$ 105,863	$ 111,683	$ 117,365
Interest expense	$ 44,008	$ 34,771	$ 47,611	$ 44,092	$ 39,746
Preferred stock dividends	15,807	11,385	9,923	9,923	9,714
Total fixed charges and preferred dividends	$ 59,815	$ 46,156	$ 57,534	$ 54,015	$ 49,460
Earnings / combined fixed charges and preferred dividends coverage ratio	*****	**1.6x**	**1.8x**	**2.1x**	**2.4x**

* Our earnings were insufficient to cover combined fixed charges and preferred stock dividends by $2,000 in 2004.

EXHIBIT 21

LIST OF SUBSIDIARIES
OMEGA HEALTHCARE INVESTORS, INC.

Subsidiary	Jurisdiction of Incorporation
Arizona Lessor - Infinia, Inc.	Maryland
Baldwin Health Center, Inc.	Pennsylvania
Bayside Street II, Inc.	Delaware
Bayside Street, Inc.	Maryland
Canton Health Care Land, Inc.	Ohio
Colonial Gardens, LLC	Ohio
Colorado Lessor - Conifer, Inc.	Maryland
Copley Health Center, Inc.	Ohio
Delta Investors, I, LLC	Maryland
Delta Investors II, LLC	Maryland
Dixon Health Care Center, Inc.	Ohio
Florida Lessor - Emerald, Inc.	Maryland
Florida Lessor - Meadowview, Inc.	Maryland
Georgia Lessor - Bonterra/Parkview, Inc.	Maryland
Hanover House, Inc.	Ohio
House of Hanover, Ltd	Ohio
Hutton I Land, Inc.	Ohio
Hutton II Land, Inc.	Ohio
Hutton III Land, Inc.	Ohio
Indiana Lessor - Jeffersonville, Inc.	Maryland
Indiana Lessor - Wellington Manor, Inc.	Maryland
Jefferson Clark, Inc.	Maryland
Leatherman 90-1, Inc.	Ohio
Leatherman Partnership 89-1, Inc.	Ohio
Leatherman Partnership 89-2, Inc.	Ohio
Long Term Care Associates - Texas, Inc.	Texas
Meridian Arms Land, Inc.	Ohio
NRS Ventures, LLC	Kentucky
OHI (Connecticut), Inc.	Connecticut
OHI (Florida), Inc.	Florida
OHI (Illinois), Inc.	Illinois
OHI (Indiana), Inc.	Indiana
OHI (Iowa), Inc.	Iowa
OHI Asset (CA), LLC	Delaware
OHI Asset (CO), LLC	Delaware
OHI Asset (CT) Lender, LLC	Delaware
OHI Asset (FL), LLC	Delaware
OHI Asset (ID), LLC	Delaware
OHI Asset (IL), LLC	Delaware
OHI Asset (LA), LLC	Delaware
OHI Asset (OH) Lender, LLC	Delaware
OHI Asset (PA), LLC	Delaware
OHI Asset (PA) Trust	Maryland
OHI Asset (TX), LLC	Delaware
OHI Asset II (CA), LLC	Delaware
O HI Asset (OH), LLC	Delaware
OHI Asset II (PA) Trust	Maryland
OHI Asset III (PA) Trust	Maryland
OHI Asset, LLC	Delaware
OHIMA, Inc.	Massachusetts
Orange Village Care Center, Inc.	Ohio
Pavillion North, LLP	Pennsylvania
Pavillion North Partners, Inc.	Pennsylvania
Pavillion Nursing Center North, Inc.	Pennsylvania
St. Mary's Properties, Inc.	Ohio
Sterling Acquisition Corp.	Kentucky

The Suburban Pavilion, Inc.	Ohio
Texas Lessor - Stonegate GP, Inc.	Maryland
Texas Lessor – Stonegate Limited, Inc.	Maryland
Texas Lessor - Stonegate, L.P.	Maryland
Washington Lessor - Silverdale, Inc.	Maryland
Wilcare, LLC	Ohio

EXHIBIT 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statements (Form S-8 No. 333-69807 and No. 333-3124) related to the 1993 Stock Option and Restricted Stock Plan of Omega Healthcare Investors, Inc., as Amended and Restated;
(2) Registration Statement (Form S-8 No. 333-61354) related to the 2000 Stock Incentive Plan of Omega Healthcare Investors, Inc.;
(3) Registration Statement (Form S-8 No. 333-117656) related to the 2004 Stock Incentive Plan of Omega Healthcare Investors, Inc.;
(4) Registration Statement (Form S-3 No. 333-148246) related to the Dividend Reinvestment and Common Stock Purchase Plan of Omega Healthcare Investors, Inc.; and
(5) Registration Statement (Form S-3 No. 333-150183) of Omega Healthcare Investors, Inc.

of our reports dated February 26, 2009, 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 this Annual Report (Form 10-K) for the year ended December 31, 2008.

/s/ Ernst & Young LLP

Baltimore, Maryland
February 26, 2009

Exhibit 31.1

RULE 13a-14(a)/15d-14(a) CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, C. Taylor Pickett, certify that:

1. I have reviewed this Annual Report on Form 10-K of Omega Healthcare Investors, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 2, 2009

/S/ C. TAYLOR PICKETT
C. Taylor Pickett
Chief Executive Officer

Exhibit 31.2

RULE 13a-14(a)/15d-14(a) CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Robert O. Stephenson, certify that:

1. I have reviewed this Annual Report on Form 10-K of Omega Healthcare Investors, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 2, 2009

/S/ ROBERT O. STEPHENSON
Robert O. Stephenson
Chief Financial Officer

EXHIBIT 32.1

SECTION 1350 CERTIFICATION
OF THE CHIEF EXECUTIVE OFFICER

I, C. Taylor Pickett, hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the best of my knowledge:

(1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 2, 2009

/S/ C. TAYLOR PICKETT
C. Taylor Pickett
Chief Executive Officer

EXHIBIT 32.2

SECTION 1350 CERTIFICATION
OF THE CHIEF FINANCIAL OFFICER

I, Robert O. Stephenson, hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to the best of my knowledge:

(1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 2, 2009

/S/ ROBERT O. STEPHENSON
Robert O. Stephenson
Chief Financial Officer