

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

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(HTML Version on secdatabase.com)

SUBJECT COMPANY

Genesis Healthcare, Inc.

CIK: 1351051 | IRS No.: 000000000 | State of Incorporation: DE | Fiscal Year End: 1231
Type: SC 13D/A | Act: 34 | File No.: 005-82895 | Film No.: 18979566
SIC: 8051 Skilled nursing care facilities

Mailing Address

101 EAST STATE STREET
KENNETT SQUARE PA 19348

Business Address

101 EAST STATE STREET
KENNETT SQUARE PA 19348
610-444-6350

FILED BY

Fishman Steven E.

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Type: SC 13D/A

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3280 MANSELL ROAD
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 6)*

GENESIS HEALTHCARE, INC.

(Name of Issuer)

Class A Common Stock, par value \$0.001 per share

(Title of Class of Securities)

37185X 106

(CUSIP Number)

**Steven Fishman
c/o ZAC Management Group, LLC
1617 JFK Boulevard, Suite 545
Philadelphia, PA 19103
(267) 763-5000**

Copy to:

**Michael Sherman
Genesis Healthcare, Inc.
101 East State Street
Kennett Square, PA 19348
(610) 444-6350**

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 31, 2018

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS HCCF Management Group, Inc. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Georgia	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,293,272 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. HCCF Management Group, Inc. may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 1,003,512 shares of the Issuer's Class A Common Stock, 2,289,361 shares of the Issuer's Class C Common Stock and 2,289,361 OP Units, on an as-converted, as-exchanged basis, held by HCCF Management Group, Inc.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS HCCF Management Group XI, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS) OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION Delaware</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7 0</p>	<p>SOLE VOTING POWER</p>
	<p>8 84,557,958(1)</p>	<p>SHARED VOTING POWER</p>
	<p>9 0</p>	<p>SOLE DISPOSITIVE POWER</p>
	<p>10 22,669,374(2)</p>	<p>SHARED DISPOSITIVE POWER</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958(1)</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1%(3)</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. HCCF Management Group XI, LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 6,937,750 shares of the Issuer's Class A Common Stock, 15,728,885 shares of the Issuer's Class C Common Stock and 15,728,885 OP Units, on an as-converted, as-exchanged basis, held by HCCF Management Group XI, LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS FC Profit Sharing, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958(1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,646,829(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1%(3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. FC Profit Sharing, LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 501,815 shares of the Issuer's Class A Common Stock, 1,144,815 shares of the Issuer's Class C Common Stock and 1,144,815 OP Units, on an as-converted, as-exchanged basis, held by FC Profit Sharing, LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Arnold Whitman I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 31,302 ⁽²⁾
	10	SHARED DISPOSITIVE POWER 27,609,475 ⁽³⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽⁴⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Mr. Whitman may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by him and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 31,302 shares of the Issuer's Class A Common Stock held by Mr. Whitman.

(3) Represents (i) 501,815 shares of the Issuer's Class A Common Stock, 1,144,815 shares of the Issuer's Class C Common Stock and 1,144,815 OP Units on an as-converted, as-exchanged basis, owned by FC Profit Sharing, LLC, (ii) 6,937,750 shares of the Issuer's Class A Common Stock, 15,728,885 shares of the Issuer's Class C Common Stock and 15,728,885 OP Units on an as-converted, as-exchanged basis, owned by HCCF Management Group XI, LLC and (iii) 1,003,512 shares of the Issuer's Class A Common Stock, 2,289,361 shares of the Issuer's Class C Common Stock and 2,289,361 OP Units, on an as-converted, as-exchanged basis, owned by HCCF Management Group, Inc. FC Profit Sharing, LLC is ultimately controlled by Formation Capital, LLC, of which Mr. Whitman is an executive officer. Mr. Whitman is the managing member of HCCF Management Group XI, LLC and the President of HCCF Management Group, Inc.

(4) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Senior Care Genesis, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 11,900,040 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Senior Care Genesis, LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 3,594,174 shares of the Issuer's Class A Common Stock, 8,304,420 shares of the Issuer's Class C Common Stock and 8,304,420 OP Units, on an as-converted, as-exchanged basis, held by Senior Care Genesis, LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS David Reis I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 19,802 ⁽²⁾
	10	SHARED DISPOSITIVE POWER 11,900,040 ⁽³⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽⁴⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Mr. Reis may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 19,802 shares of the Issuer's Class A Common Stock held by Mr. Reis.

(3) Represents 3,594,174 shares of the Issuer's Class A Common Stock, 8,304,420 shares of the Issuer's Class C Common Stock and 8,304,420 OP Units, on an as-converted, as-exchanged basis, held by Senior Care Genesis, LLC. Senior Care Genesis, LLC is ultimately controlled by Senior Care Development, LLC, of which Mr. Reis is the managing member.

(4) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>ZAC Properties XI, LLC</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>Virginia</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>0</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>13,027,175⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</p> <p>OO</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. ZAC Properties XI, LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 3,969,584 shares of the Issuer's Class A Common Stock, 9,056,014 shares of the Issuer's Class C Common Stock and 9,056,014 OP Units, on an as-converted, as-exchanged basis, held by ZAC Properties, LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Steven Fishman I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 3,344,608 ⁽²⁾
	10	SHARED DISPOSITIVE POWER 14,674,004 ⁽³⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽⁴⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Mr. Fishman may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by him and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 1,060,734 shares of the Issuer's Class A Common Stock, 2,283,476 shares of the Issuer's Class C Common Stock and 2,283,476 OP Units, on an as-converted, as-exchanged basis held by Mr. Fishman.

(3) Represents (i) 501,815 shares of the Issuer's Class A Common Stock, 1,144,815 shares of the Issuer's Class C Common Stock and 1,144,815 OP Units owned by FC Profit Sharing, LLC, and (ii) 3,969,584 shares of the Issuer's Class A Common Stock, 9,056,014 shares of the Issuer's Class C Common Stock and 9,056,014 OP Units owned by ZAC Properties XI, LLC, on an as-converted, as-exchanged basis. FC Profit Sharing, LLC is ultimately controlled by Formation Capital, LLC, of which Mr. Fishman is an executive officer. Mr. Fishman is the managing member of ZAC Properties XI, LLC.

(4) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>George V. Hager, Jr.</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>United States</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>2,239,474⁽²⁾</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>0</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</p> <p>IN</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Mr. Hager may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by him and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 1,346,916 shares of the Issuer's Class A Common Stock, 892,403 shares of the Issuer's Class C Common Stock and 892,403 OP Units on an as-converted, as-exchanged basis, held by Mr. Hager.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS Robert and Debra F. Hartman Family Trust I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS) OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION IL</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER 0</p>
	<p>8</p>	<p>SHARED VOTING POWER 84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER 0</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER 800,431⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. The Robert and Debra F. Hartman Family Trust may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 243,904 shares of the Issuer's Class A Common Stock, 556,430 shares of the Issuer's Class C Common Stock and 556,430 OP Units, on an as-converted, as-exchanged basis, held by the Robert and Debra F. Hartman Family Trust.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Midway Gen Capital, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,908,412 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Midway Gen Capital, LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 1,190,955 shares of the Issuer's Class A Common Stock, 2,716,984 shares of the Issuer's Class C Common Stock and 2,716,984 OP Units, on an as-converted, as-exchanged basis, held by Midway Gen Capital, LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>Robert Hartman</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>00</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>United States</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>111,802⁽²⁾</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>3,908,412⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽⁴⁾</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Mr. Hartman may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by him and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 111,802 shares of the Issuer's Class A Common Stock held by Mr. Hartman.

(3) Represents 1,190,955 shares of the Issuer's Class A Common Stock, 2,716,984 shares of the Issuer's Class C Common Stock and 2,716,984 OP Units, on an as-converted, as-exchanged basis, owned by Midway Gen Capital, LLC, of which Mr. Hartman is the manager.

(4) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>Biret Operating LLC</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>DE</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>0</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>565,721⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</p> <p>OO</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Biret Operating LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 172,384 shares of the Issuer's Class A Common Stock, 393,269 shares of the Issuer's Class C Common Stock and 393,269 OP Units, on an as-converted, as-exchanged basis, held by Biret Operating LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Grandview Investors LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 207,740 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Grandview Investors LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 63,302 shares of the Issuer's Class A Common Stock, 144,413 shares of the Issuer's Class C Common Stock and 144,413 OP Units, on an as-converted, as-exchanged basis, held by Grandview Investors LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Max Moxi LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION NY	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 223,083 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Max Moxi LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 67,977 shares of the Issuer's Class A Common Stock, 155,079 shares of the Issuer's Class C Common Stock and 155,079 OP Units, on an as-converted, as-exchanged basis, held by Max Moxi LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS GRFC Gazelle LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 456,877 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. GRFC Gazelle LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 139,218 shares of the Issuer's Class A Common Stock, 317,604 shares of the Issuer's Class C Common Stock and 317,604 OP Units, on an as-converted, as-exchanged basis, held by GRFC Gazelle LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Gazelle Riverside LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,136,024 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 64. 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Gazelle Riverside LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 346,164 shares of the Issuer's Class A Common Stock, 789,722 shares of the Issuer's Class C Common Stock and 789,722 OP Units, on an as-converted, as-exchanged basis, held by Gazelle Riverside LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>Gazelle Light LLC</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>DE</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>0</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>2,311,099⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</p> <p>OO</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Gazelle Light LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 704,228 shares of the Issuer's Class A Common Stock, 1,606,591 shares of the Issuer's Class C Common Stock and 1,606,591 OP Units, on an as-converted, as-exchanged basis, held by Gazelle Light LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Gazelle Herne Hill LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 446,112 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Gazelle Herne Hill LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 446,112 shares of the Issuer's Class A Common Stock held by Gazelle Herne Hill LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>L Gen Associates</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>DE</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>0</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>3,108,181⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</p> <p>PN</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. L Gen Associates may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 3,108,181 shares of the Issuer's Class A Common Stock held by L Gen Associates.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Gazelle Sing LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,486,517 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Gazelle Sing LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 2,486,517 shares of the Issuer's Class A Common Stock held by Gazelle Sing LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS	
	Gazelle Costa Brazil LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958(1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 621,664(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1%(3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Gazelle Costa Brazil LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 621,664 shares of the Issuer's Class A Common Stock held by Gazelle Costa Brazil LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS Dreyk LLC	
	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,374,991 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Dreyk LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 1,028,413 shares of the Issuer's Class A Common Stock, 2,346,169 shares of the Issuer's Class C Common Stock and 2,346,169 OP Units, on an as-converted, as-exchanged basis, held by Dreyk LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

<p>1</p>	<p>NAMES OF REPORTING PERSONS</p> <p>GHC Class B LLC</p> <p>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</p>	
<p>2</p>	<p>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p>3</p>	<p>SEC USE ONLY</p>	
<p>4</p>	<p>SOURCE OF FUNDS (SEE INSTRUCTIONS)</p> <p>OO</p>	
<p>5</p>	<p>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/></p>	
<p>6</p>	<p>CITIZENSHIP OR PLACE OF ORGANIZATION</p> <p>DE</p>	
<p>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</p>	<p>7</p>	<p>SOLE VOTING POWER</p> <p>0</p>
	<p>8</p>	<p>SHARED VOTING POWER</p> <p>84,557,958⁽¹⁾</p>
	<p>9</p>	<p>SOLE DISPOSITIVE POWER</p> <p>0</p>
	<p>10</p>	<p>SHARED DISPOSITIVE POWER</p> <p>1,629,533⁽²⁾</p>
<p>11</p>	<p>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</p> <p>84,557,958⁽¹⁾</p>	
<p>12</p>	<p>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/></p>	
<p>13</p>	<p>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</p> <p>55.1%⁽³⁾</p>	
<p>14</p>	<p>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</p> <p>OO</p>	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. GHC Class B LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 779,766 shares of the Issuer's Class A Common Stock, 849,619 shares of the Issuer's Class C Common Stock and 849,619 OP Units, on an as-converted, as-exchanged basis, held by GHC Class B LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS	
	Sing Investments LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 74,142 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Sing Investments LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 74,142 shares of the Issuer's Class A Common Stock held by Sing Investments LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS	
	Larts Investments LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 84,557,958 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 74,142 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,557,958 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 55.1% ⁽³⁾	

(1) Represents 32,123,734 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 52,425,097 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 52,425,097 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. Larts Investments LLC may be deemed by a Rule of the Securities and Exchange Commission to have shared voting power by virtue of the Voting Agreement described in Item 6 below with respect to the shares of common stock of the Issuer held by it and the other parties to such Voting Agreement. The Class A Common Shares over which the Reporting Person may be deemed to have shared voting power are comprised of (i) 32,123,734 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 52,425,097 shares of the Issuer's Class C Common Stock that are subject to the Voting Agreement on the assumption that such shares of Class C Common Stock have converted to shares of Class A Common Stock at a ratio of 0.000174115 to one and (iii) 52,425,097 OP Units on the assumption that each such OP Unit has been exchanged for one share of Class A Common Stock. For further detail, see the disclosure below under the caption "Voting Agreement" within Item 6 of this Schedule 13D.

(2) Represents 74,142 shares of the Issuer's Class A Common Stock held by Larts Investments LLC.

(3) Based upon information provided by the Issuer as of July 19, 2018, reflecting 153,445,436 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock held by the parties to the Voting Agreement and exchange of all OP Units held by the parties to the Voting Agreement.

1	NAMES OF REPORTING PERSONS	
	Isaac Neuberger	
2	I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
3	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	
	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
4	SEC USE ONLY	
5	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
	OO	
6	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 16,715,826 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 16,715,826 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	16,715,826 ⁽¹⁾	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	15.5% ⁽²⁾	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)	
	IN	

Common Stock (as defined in Item 1 below) and 393,269 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis, owned by Biret Operating LLC, of which Mr. Neuberger is the manager, (ii) 63,302 shares of the Issuer's Class A Common Stock, 144,413 shares of the Issuer's Class C Common Stock and 144,413 OP Units, on an as-converted, as-exchanged basis, owned by Grandview Investors LLC, of which Mr. Neuberger is the manager, (iii) 67,977 shares of the Issuer's Class A Common Stock, 155,079 shares of the Issuer's Class C Common Stock and 155,079 OP Units, on an as-converted, as-exchanged basis, owned by Max Moxi LLC, of which Mr. Neuberger is the manager, (iv) 139,218 shares of the Issuer's Class A Common Stock, 317,604 shares of the Issuer's Class C Common Stock and 317,604 OP Units, on an as-converted, as-exchanged basis, owned by GRFC Gazelle LLC, of which Mr. Neuberger is the manager, (v) 346,164 shares of the Issuer's Class A Common Stock, 789,722 shares of the Issuer's Class C Common Stock and 789,722 OP Units, on an as-converted, as-exchanged basis, owned by Gazelle Riverside LLC, of which Mr. Neuberger is the manager, (vi) 704,228 shares of the Issuer's Class A Common Stock, 1,606,591 shares of the Issuer's Class C Common Stock and 1,606,591 OP Units, on an as-converted, as-exchanged basis, owned by Gazelle Light LLC, of which Mr. Neuberger is the manager, (vii) 446,112 shares of the Issuer's Class A Common Stock owned by Gazelle Herne Hill LLC, of which Mr. Neuberger is the manager, (viii) 3,108,181 shares of the Issuer's Class A Common Stock owned by L Gen Associates, of which Mr. Neuberger is the manager, (ix) 2,486,517 shares of the Issuer's Class A Common Stock owned by Gazelle Sing LLC, of which Mr. Neuberger is the manager, (x) 621,644 shares of the Issuer's Class A Common Stock owned by Gazelle Costa Brazil LLC, of which Mr. Neuberger is the manager, (xi) 1,028,413 shares of the Issuer's Class A Common Stock, 2,346,169 shares of the Issuer's Class C Common Stock and 2,346,169 OP Units, on an as-converted, as-exchanged basis, owned by Dreyk LLC, of which Mr. Neuberger is the manager, (xii) 779,766 shares of the Issuer's Class A Common Stock, 849,619 shares of the Issuer's Class C Common Stock and 849,619 OP Units, on an as-converted, as-exchanged basis, owned by GHC Class B LLC, of which Mr. Neuberger is the manager, (xiii) 74,142 shares of the Issuer's Class A Common Stock owned by Sing Investments LLC, of which Mr. Neuberger is the manager, and (xiv) 74,142 shares of the Issuer's Class A Common Stock owned by Larts Investments LLC, of which Mr. Neuberger is the manager.

(2) Based upon information provided by the Issuer as of July 19, 2018, reflecting 107,614,827 shares of Class A Common Stock outstanding, giving effect to conversion of all shares of the Issuer's Class C Common Stock and exchange of all OP Units held by Biret Operating LLC, Grandview Investors LLC, Max Moxi LLC, GRFC Gazelle LLC, Gazelle Riverside LLC, Gazelle Light LLC, Gazelle Herne Hill LLC, L Gen Associates, Gazelle Sing LLC, Gazelle Costa Brazil LLC, Dreyk LLC, GHC Class B LLC, Sing Investments LLC and Larts Investments LLC.

This Amendment No. 6 on Schedule 13D (this “Amendment”) amends the Schedule 13D dated February 15, 2018, filed on behalf of the Reporting Persons as set forth therein with respect to beneficial ownership of shares of Genesis Healthcare, Inc. (formerly known as Skilled Healthcare Group, Inc.), as amended to date (the “Schedule 13D”). The purpose of the Amendment is to reflect certain changes in the holdings of the Reporting Persons and to disclose the execution of the Voting Agreement referred to in Item 6 of this Amendment by the Reporting Persons.

Except as specifically provided herein, this Amendment does not modify any of the information previously reported on the Schedule 13D. All capitalized terms not otherwise defined in this Amendment shall have the same meanings ascribed thereto in the Schedule 13D.

Item 2. Identity and Background

(a) The second paragraph of Item 2(a) of the Schedule 13D is hereby amended and restated as follows:

As a result of the Voting Agreement described in Item 6, the Reporting Persons, other than Mr. Neuberger, may be deemed to constitute a “group” within the meaning of Rule 13d-5(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Voting Agreement includes a covenant obligating all parties thereto to jointly file this statement and any necessary amendments hereto.

(b)

The addresses of FC Profit, ZAC Properties and Mr. Fishman are hereby amended and restated as follows:

FC Profit	3500 Lenox Rd. NE, Suite 510 Atlanta, GA 30326
ZAC Properties	7600 Cheltenham Avenue Wyndmoor, PA 19038
Mr. Fishman	1617 JFK Boulevard, Suite 545 Philadelphia, PA 19103

The address of Formation is hereby amended and restated as follows:

Formation	3500 Lenox Rd. NE, Suite 510 Atlanta, GA 30326
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Item 4. Purpose of Transaction

The third paragraph of Item 4 of the Schedule 13D is hereby amended and restated as follows:

Although no Reporting Person currently has any specific plan or proposal to acquire or dispose of shares of Class A Common Stock or any securities exchangeable for or convertible into Class A Common Stock, each Reporting Person, consistent with its investment purpose, at any time and from time to time may, subject to the terms and conditions of the Voting Agreement described in Item 6, directly or indirectly acquire additional shares of Class A Common Stock or associated rights or securities exchangeable for or convertible into shares of Class A Common Stock or dispose of any or all of its Class A Common Stock or its associated rights or securities exchangeable for or convertible into Class A Common Stock (including, without limitation, distributing some or all of such securities to such Reporting Person’s members, partners, stockholders or beneficiaries, as applicable), depending upon an ongoing evaluation of its investment in such securities, applicable legal and/or contractual restrictions, prevailing market conditions, other investment opportunities, liquidity requirements of such Reporting Person and/or other investment considerations. As a result of the Voting Agreement described in Item 6, the Reporting Persons have agreed not to, during the period commencing on the Effective Date until the Lock-Up Expiration Date, Transfer any shares of Class A Common Stock or Class C Common Stock; provided, however, that (i) each Reporting Person may Transfer shares of Class A Common Stock or Class C Common Stock (A) to one or more of such Reporting Person’s Permitted Transferees who, prior to or concurrently with such Transfer, constitute and appoint a then-current

Reporting Person who is a natural person as the sole and exclusive proxy to vote all such transferred shares of Class A Common Stock or Class C Common Stock, or (B) to one or more third parties, subject to the terms and conditions of Section 3 and Section 6 of the Voting Agreement, in an amount up to such Reporting Person's Pro Rata Portion of the Transferable Amount, (ii) the Reporting Person listed on Schedule C of the Voting Agreement may Transfer shares of Class A Common Stock or Class C Common Stock pursuant to a bona fide written trading plan entered into prior to the Effective Date by such Stockholder in compliance with Rule 10b5-1(c)(1) of the Exchange Act, and (iii) the Reporting Person listed on Schedule C of the Voting Agreement may Transfer up to 258,017 shares of Class A Common Stock or Class C Common Stock. If consummated, one or more Transfers described above pursuant to the terms and conditions of the Voting Agreement may result in a transaction described in Item 4(a) of Schedule 13D. Capitalized terms used herein but not otherwise defined have the meaning ascribed to such terms in the Voting Agreement. The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by the full text of the Voting Agreement, which is attached as Exhibit 1 hereto and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) and (b). The information contained on the cover pages to this Schedule 13D and the information set forth or incorporated in Items 2, 3, 4 and 6 hereof is incorporated herein by reference. Because the Reporting Persons are parties to the Voting Agreement described in Item 6, each Reporting Person is deemed by Rule 13d-5(b)(1) of the Exchange Act to be the beneficial owner of all shares of the Issuer's Class A Common Stock and Class C Common Stock beneficially owned by each party to the Voting Agreement. Therefore, as a result of such Rule, each Reporting Person may be deemed to have shared voting power over all of the 32,123,734 shares of the Issuer's Class A Common Stock and 52,425,097 shares of Class C Common Stock subject to the Voting Agreement. In addition, if the 52,425,097 OP units beneficially owned by the members of the Voting Group were to be exchanged for shares of the Issuer's Class A Common Stock as described in Item 1 above, such shares of Class A Common Stock would also be subject to the Voting Agreement. The Shares of Class A Common Stock beneficially owned by the parties to the Voting Agreement represent approximately 31.8% of the outstanding Class A Common Stock of the Issuer and the shares of Class C Common Stock held by the parties to the Voting Agreement represent approximately 87.8% of the outstanding Class C Common Stock of the Issuer. The shares of Class A Common Stock, Class C Common Stock and OP units beneficially owned by the parties to the Voting Agreement represent approximately 52.4% of the outstanding shares of the Issuer's Class A Common Stock on a fully as-converted and as-exchanged basis, and approximately 52.4% of the voting power of the Issuer. Included in the shares subject to the Voting Agreement are (i) 822,722 shares of the Issuer's Class A Common Stock and 1,639,657 shares of the Issuer's Class C Common Stock with respect to which Mr. Hartman currently holds proxies, and (ii) 1,176,552 shares of the Issuer's Class A Common Stock and 1,210,186 shares of the Issuer's Class C Common Stock with respect to which Mr. Hager currently holds proxies.

(c) Except as described above, the Reporting Persons have not engaged in any transactions with respect to the Issuer's Class A Common Stock in the past 60 days.

(d) To the knowledge of the Reporting Persons, no one other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Issuer's Class A Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The section of Item 6 of the Schedule 13D entitled “*Voting Agreement*” is hereby amended and restated as follows:

Voting Agreement

Pursuant to a Fifth Amended and Restated Voting Agreement, dated as of July 31, 2018 (the “Voting Agreement”), each of the stockholders party thereto (the “Stockholders”) agreed that, with respect to all shares of Class A Common Stock and Class C Common Stock of the Issuer of which each Stockholder is the owner of or directs the power to vote of as of the date of the Voting Agreement (the “Shares”): (a) the Stockholders shall vote all of their Shares as determined by the Stockholders holding (i) with regard to the election of directors of the Issuer, a majority of the Shares held by the Stockholders, and (ii) with regard to all other matters, at least seventy-five percent (75%) of the Shares held by the Stockholders; and (b) if, (i) with regard to any nominee for election as a director, Stockholders holding at least a majority of the Shares held by the Stockholders cannot agree, the Stockholders shall vote all of their Shares against such nominee, and (ii) with regard to all matters other than the election of directors, Stockholders holding at least seventy-five percent (75%) of the Shares held by the Stockholders cannot agree, the Stockholders shall vote all of their Shares against such matter. Accordingly, the Stockholders act as a “group” within the meaning of Section 13(d)(3) of the Exchange Act, in voting on all matters, including the election of directors.

Pursuant to the terms of the Voting Agreement, the Stockholders have agreed not to, during the period commencing on the Effective Date until the Lock-Up Expiration Date, Transfer any Shares; provided, however, that (i) each Stockholder may Transfer Shares (A) to one or more of such Stockholder’s Permitted Transferees who, prior to or concurrently with such Transfer, constitute and appoint a then-current Stockholder who is a natural person as the sole and exclusive proxy to vote all such transferred Shares, or (B) to one or more third parties, subject to the terms and conditions of Section 3 and Section 6 of the Voting Agreement, in an amount up to such Stockholder’s Pro Rata Portion of the Transferable Amount, (ii) the Reporting Person listed on Schedule C of the Voting Agreement may Transfer shares of Class A Common Stock or Class C Common Stock pursuant to a bona fide written trading plan entered into prior to the Effective Date by such Stockholder in compliance with Rule 10b5-1(c)(1) of the Exchange Act, and (iii) the Reporting Person listed on Schedule C of the Voting Agreement may Transfer up to 258,017 shares of Class A Common Stock or Class C Common Stock. In addition, each Stockholder has agreed, pursuant to the terms of the Voting Agreement, that such Stockholder will not, during the period commencing on the Effective Date and ending on the Lock-Up Expiration Date, Transfer any Shares held by such Stockholder if the effect of such proposed Transfer would result in the Aggregate Group Ownership Percentage being less than or equal to fifty and one-half percent (50.5%). The Voting Agreement shall automatically terminate and be of no further force or effect upon the earliest to occur of: (i) such time as the number of Shares which remain subject to the Voting Agreement represent, for a period of five (5) consecutive business days, less than fifty percent (50%) of the outstanding voting power of the Company, (ii) the written consent of Stockholders holding a majority of the Shares held by all Stockholders, and (iii) the Lock-Up Expiration Date. Capitalized terms used herein but not otherwise defined have the meaning ascribed to such terms in the Voting Agreement.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by the full text of the Voting Agreement, which is attached as Exhibit 1 hereto and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

[Exhibit Fifth Amended and Restated Voting Agreement, dated as of July 31, 2018, by and among the stockholders set forth on Schedule 1 A thereto \(filed herewith\)](#)

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 31, 2018

HCCF MANAGEMENT GROUP XI, LLC

By: /s/Arnold Whitman

Name: Arnold Whitman

Title: Sole Member

HCCF MANAGEMENT GROUP, INC.

By: /s/ Arnold Whitman

Name: Arnold Whitman

Title: President

/s/Arnold Whitman

Arnold Whitman

ZAC PROPERTIES XI, LLC

By: /s/ Steven Fishman

Name: Steven Fishman

Title: Managing Member

FC PROFIT SHARING, LLC

By: Formation Capital, LLC, its sole member

By: /s/ Steven Fishman

Name: Steven Fishman

Title: President

/s/ Steven Fishman

Steven Fishman

BIRET OPERATING LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GRANDVIEW INVESTORS LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

MAX MOXI LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GRFC GAZELLE LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GAZELLE RIVERSIDE LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GAZELLE LIGHT LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GAZELLE HERNE HILL LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

L GEN ASSOCIATES

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GAZELLE SING LLC

By: /s/Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

GAZELLE COSTA BRAZIL LLC

By: /s/Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

DREYK LLC

By: /s/Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

GHC CLASS B LLC

By: /s/Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

SING INVESTMENTS LLC

By: /s/Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

LARTS INVESTMENTS LLC

By: /s/Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

/s/Isaac Neuberger
Name: Isaac Neuberger

/s/ George Hager
George Hager

SENIOR CARE GENESIS, LLC

By: Senior Care Development, LLC, its manager

By: /s/ David Reis
Name: David Reis
Title: Managing Member

/s/ David Reis

David Reis

MIDWAY GEN CAPITAL, LLC

By: /s/ Robert Hartman

Name: Robert Hartman

Title: Manager

/s/ Robert Hartman

Robert Hartman

ROBERT AND DEBRA F. HARTMAN FAMILY TRUST

By: /s/ Debra F. Hartman

Name: Debra F. Hartman

Title: Trustee

FIFTH AMENDED AND RESTATED VOTING AGREEMENT

This FIFTH AMENDED AND RESTATED VOTING AGREEMENT, dated as of July 31, 2018 (this “Agreement”), is by and among the individuals and entities who hold beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (including the rules and regulations promulgated thereunder, the “Exchange Act”)) of the Shares (as defined below), any other individuals and entities set forth on Schedule A hereto (the foregoing, collectively, the “Stockholders”) and any individual or entity who becomes a party hereto after the date hereof pursuant to Section 8(m) of this Agreement.

WHEREAS, the Stockholders in the aggregate own, or hold the power to direct the vote of, shares of Class A Common Stock, par value \$0.001 per share (“Class A Shares”) of Genesis Healthcare, Inc. (f/k/a Skilled Healthcare Group, Inc.), a Delaware corporation (the “Company”) and shares of Class C Common Stock, par value \$0.001 per share (“Class C Shares”) of the Company, representing more than fifty percent (50%) of the outstanding voting power of the Company; the number of Class A Shares and Class C Shares owned or beneficially held by each Stockholder as of the date hereof is set forth on Schedule A hereto;

WHEREAS, the number of Class A Shares and Class C Shares owned by each Stockholder or of which each Stockholder holds the power to direct the vote may change from time to time, which changes must be reported by each Stockholder in accordance with the applicable provisions of the Exchange Act; the number of Class A Shares and Class C Shares of which each Stockholder is the owner or otherwise holds the power to direct the vote at any particular future point in time being referred to herein as the “Shares”;

WHEREAS, the Stockholders desire to maintain a group pursuant to which all of their Shares will be voted together as set forth in this Agreement;

WHEREAS, the Stockholders intend for the transactions contemplated by this Agreement to be effective as of the Effective Date (as defined below);

WHEREAS, the Stockholders entered into that certain Voting Agreement, dated as of August 18, 2014 (the “Original Agreement”);

WHEREAS, the Stockholders entered into that certain Amended and Restated Voting Agreement, dated as of February 2, 2015 (the “Amended Agreement”) in order to amend certain provisions of the Original Agreement;

WHEREAS, the Stockholders entered into that certain Second Amended and Restated Voting Agreement, dated as of July 29, 2016 (the “Second Amended Agreement”) in order to amend certain provisions of the Amended Agreement; and

WHEREAS, the Stockholders entered into that certain Third Amended and Restated Voting Agreement, dated as of July 31, 2017 (the “Third Amended Agreement”) in order to amend and restate certain provisions of the Second Amended Agreement; and

WHEREAS, the Stockholders entered into that certain Fourth Amended and Restated Voting Agreement, dated as of February 15, 2018 (the “Fourth Amended Agreement”) in order to amend and restate certain provisions of the Third Amended Agreement and the Stockholders now wish to amend and restate the Fourth Amended Agreement as provided herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. Certain Definitions.

“Acquired Shares” means, with respect to any Permitted Transferee, measured as of any date of determination, the number of Shares which such Permitted Transferee beneficially owns or otherwise holds the power to direct the vote of such Shares as a result of a Transfer to such Permitted Transferee effected in accordance with the terms of this Agreement.

“Aggregate Group Ownership Amount” means, as of the date hereof, the aggregate number of Shares which the Stockholders, on a combined basis, beneficially own or otherwise hold the power to direct the vote of such Shares.

“Aggregate Group Ownership Percentage” means, as of the date hereof, a percentage calculated as the product of (i) 100%, multiplied by (ii) a fraction, the numerator of which is equal to the Aggregate Group Ownership Amount and the denominator of which is equal to the aggregate amount of outstanding voting power of the Company, calculated on a fully diluted, as-exchanged and as-converted basis.

“Effective Date” means July 31, 2018.

“Governmental Entity” means any national, federal, state, municipal, local, territorial, foreign or other government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial or administrative or arbitral body or public or private tribunal.

“Immediate Family Member” means, with respect to any Person, (i) the spouse, former spouse, child, step-child, sibling, niece, nephew, parent, grandparent or any lineal descendent (whether by blood or adoption) of such Person, or a parent, grandparent or any lineal descendent (whether by blood or adoption) of such Person’s spouse, (ii) any corporation, partnership or limited liability company all or substantially all of the equity interests in which are owned by a person described in clause (i) above, or (iii) a trust, custodial account or guardianship administered primarily for the benefit of a person described in clause (i) above.

“Joint Schedule 13D” means that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on February 12, 2015, as amended by (i) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on February 27, 2015, (ii) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on July 18, 2016, (iii) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on August 1, 2016, (iv) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on July 31, 2017, (v) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on February 15, 2018, and (vi) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on or promptly after the Effective Date.

“Lock-Up Expiration Date” means October 31, 2018.

“Percentage Interest” means, with respect to any Stockholder or any Permitted Transferee thereof, measured as of any date of determination, a percentage calculated as the product of (i) 100%, multiplied by (ii) a fraction, the numerator of which is equal to the number of Shares held by such Stockholder or Acquired Shares held by such Permitted Transferee, as applicable, and the denominator of which is equal to the Aggregate Group Ownership Amount.

“Permitted Transferee” means, with respect to any Stockholder, (i) to any corporation, partnership or limited liability company all or substantially all of the equity interests in which are owned, directly or indirectly, by (a) such Stockholder, (b) such Stockholder and other Stockholders, or (c) other Stockholders, (ii) to any Immediate Family Member of such Stockholder, or (iii) to any other Stockholder.

“Permitted Transferee Proxy Date” means, with respect to any Permitted Transferee who has executed and delivered a Permitted Transferee Proxy pursuant to Section 3(a) of this Agreement, the date of such Permitted Transferee Proxy.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, unincorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or any other entity.

“Pre-Transfer Allocation Amount” means, with respect to any Stockholder, measured as of any date of determination after the Effective Date but prior to any Transfer, such Stockholder’s Percentage Interest of the Transferable Amount.

“Pro Rata Portion” means, with respect to any Stockholder, measured as of the date hereof, a percentage calculated as the product of (i) 100%, multiplied by (ii) a fraction, the numerator of which is equal to the number of Shares which such Stockholder beneficially owns or otherwise holds the power to direct the vote of such Shares and the denominator of which is equal to the Aggregate Group Ownership Amount; the Stockholders acknowledge and agree that the Pro Rata Portion of each Stockholder as of the date hereof shall be as set forth on Schedule B hereto.

“Specified Grantors” means, from and after the date hereof, those certain individuals who own Shares of record and have granted a proxy to George V. Hager to vote such Shares.

“Transferable Amount” means an aggregate amount of 785,344 Shares, as set forth on Schedule B hereto.

“Transferor Allocation Amount” means, with respect to any Stockholder who has effected a Transfer pursuant to the terms of this Agreement, measured as of any date of determination following such Transfer after the Effective Date, such Stockholder’s Percentage Interest of the Transferable Amount following such Transfer.

Section 2. Agreement to Vote.

(a) The Stockholders shall vote all of their Shares as determined by the Stockholders holding (i) with regard to the election of directors of the Company, a majority of the Shares held by the Stockholders, and (ii) with regard to all other matters, at least seventy-five percent (75%) of the Shares held by the Stockholders, in each case, as determined pursuant to a Stockholder vote solicitation ballot (a “Stockholder Vote Solicitation Ballot”) distributed in advance to the Stockholders by any Person appointed by the Stockholders holding a majority of the Shares held by the Stockholders at such time from time to time in substantially the form attached hereto as **Exhibit A**.

(b) If, (i) with regard to any nominee for election as a director, Stockholders holding at least a majority of the Shares held by the Stockholders cannot agree, the Stockholders shall vote all of their Shares against such nominee, and (ii) with regard to all matters other than the election of directors, Stockholders holding at least seventy-five percent (75%) of the Shares held by the Stockholders cannot agree, the Stockholders shall vote all of their Shares against such matter.

Section 3. Lock-Up; Permitted Transfers.

(a) Each Stockholder agrees that such Stockholder shall not, during the period commencing on the Effective Date until the Lock-Up Expiration Date, with respect to all Shares held by such Stockholder as of the date hereof, (i) offer, pledge (other than to a financial institution, insurance company or bank in exchange for borrowed money or other extensions of credit), sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any such Shares, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise (each such transaction, a “Transfer”); provided, however, that (x) each Stockholder may Transfer Shares (I) to one or more Permitted Transferees who, prior to or concurrently with such Transfer, constitute and appoint a then-current Stockholder who is a natural person as the sole and exclusive proxy to vote all such Shares pursuant to an executed proxy in substantially the form attached hereto as **Exhibit B** (the “Permitted Transferee Proxy”), or (II) to one or more third parties, subject to the terms and conditions set forth in this Section 3 and Section 6 hereof, in an amount up to such Stockholder’s Pro Rata Portion of the Transferable Amount, (y) the Stockholder listed on Schedule C attached hereto may Transfer Shares owned or beneficially held by such Stockholder to one or more third parties, subject to the terms and conditions set forth in this Section 3 and Section 6 hereof, pursuant to a bona fide written trading plan entered into prior to the Effective Date by such Stockholder in compliance with Rule 10b5-1(c)(1) of the Exchange Act, and (z) the Stockholder listed on Schedule C attached hereto may Transfer up to an aggregate amount of 258,017 Shares owned or beneficially held by such Stockholder to one or more third parties, subject to the terms and conditions set forth in this Section 3 and Section 6 hereof.

(b) Each Stockholder agrees that, during the period commencing on the Effective Date and ending on the Lock-Up Expiration Date, such Stockholder may not Transfer any Shares held by such Stockholder if the effect of such proposed Transfer of Shares would result in the Aggregate Group Ownership Percentage being less than or equal to fifty and one-half percent (50.5%) (the “Aggregate Group Ownership Threshold”).

(c) Any Transfer of Shares to a Permitted Transferee of a Stockholder effected pursuant to Section 3(a) of this Agreement, which Transfer is otherwise in compliance with the terms of this Agreement, shall be permitted hereunder only if such Permitted Transferee agrees in writing that it shall not, from the Permitted Transferee Proxy Date to the Lock-Up Expiration Date, Transfer any Shares except (i) to one or more Permitted Transferees who, prior to or concurrently with such Transfer, constitute and appoint a then-current Stockholder who is a natural person as the sole and exclusive proxy to vote all such Shares pursuant to an executed Permitted Transferee Proxy, or (ii) to one or more third parties, subject to the terms and conditions of this Agreement, in an amount up to such Permitted Transferee’s Percentage Interest of the Transferable Amount (such amount of Shares, the “Transferee Allocation Amount”); provided, that the sum of the Transferor Allocation Amount and the Transferee Allocation Amount may not exceed the Pre-Transfer Allocation Amount of the applicable Stockholder.

(d) Each Stockholder acknowledges and agrees that any direct Transfer of Class C Shares effected: (i) in the case of a Transfer to a Permitted Transferee that is a Stockholder, pursuant to clause (x) of the proviso contained in Section 3(a) of this Agreement, or (ii) in the case of a Transfer to a third party, pursuant to clause (y) of the proviso contained in Section 3(a) of this Agreement, in each case, shall be subject to the terms and conditions of Section 2(g)(i) of Article IV of the Company's Third Amended and Restated Certificate of Incorporation, dated as of February 2, 2015.

(e) Each Stockholder agrees to execute and deliver such other agreements as may be reasonably requested by the Company that are consistent with the foregoing or that are necessary to give further effect thereto. Each of the Stockholders party hereto agree that the restrictions set forth in this Section 3 are fair and reasonable and in the best interests of the Stockholders.

Section 4. Controlled Company.

The Stockholders agree and acknowledge that:

(a) by virtue of this Agreement, from and after the Effective Date, they are continuing to act as a "group" within the meaning of Section 13(d)(3) of the Exchange Act for the purpose of causing the Company to continue to qualify as a "controlled company" under Section 303A of the New York Stock Exchange Listed Company Manual; and

(b) by virtue of the combined voting power of the Stockholders of more than fifty percent (50%) of the total voting power of the Company outstanding as of the Effective Date, the Company will continue, as of the Effective Date, to qualify as a "controlled company" within the meaning of Section 303A of the New York Stock Exchange Listed Company Manual.

Section 5. Representations and Warranties of the Stockholders.

Each Stockholder represents, warrants and covenants to the other parties hereto as follows:

(a) Such Stockholder, if not a natural person, (i) is duly organized, validly existing and in good standing under the laws of the state of its organization, and (ii) has duly authorized the execution, delivery and performance of this Agreement;

(b) (i) Such Stockholder has the full power, authority and legal right to execute and deliver this Agreement and to perform in accordance herewith, (ii) such Stockholder has duly executed and delivered this Agreement, and (iii) this Agreement constitutes the valid, legal, binding obligation of such Stockholder;

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement by such Stockholder, (i) will conflict with or result in a breach of any of the terms, conditions or provisions of such party's organizational documents, if any, (ii) conflict with or result in a breach of any agreement or instrument to which such Stockholder is now a party or by which he, she or it (or any of his, her or its properties) is bound, or (iii) result in the violation of any law, rule, regulation, order, judgment or decree to which such party (or any of his, her or its properties) is bound; and

(d) Such Stockholder will be, as of the Effective Date, the owner of record of or otherwise hold the power to direct the vote of the number of Shares set forth on Schedule A hereto opposite the name of such Stockholder, and that such Stockholder will have, as of the Effective Date, full power and authority to vote the Shares set forth opposite his, her or its name on Schedule A hereto.

Section 6. Covenants of the Stockholders.

(a) Each Stockholder hereby covenants that, prior to effectuating any Transfer of Shares (a “Proposed Transfer”) during the period from the Effective Date to the Lock-Up Expiration Date, such Stockholder (any such Stockholder a “Transferring Stockholder”) will provide two (2) business days’ written notice (a “Transfer Notice”) to the Company and each of the other Stockholders; provided, that no Stockholder shall be required to provide a Transfer Notice to the Company and each of the other Stockholders in the event of a Proposed Transfer described in clauses (y) or (z) of Section 3(a) above; provided, further, that any Stockholder that Transfers Shares pursuant to clauses (y) or (z) of Section 3(a) above in any calendar month prior to the Expiration Date shall, within five (5) Business Days of the end of such calendar month, notify the Company and each of the other Stockholders of any such Transfers during such calendar month then-ended. Each such Transfer Notice shall specify the total number of Class A Shares and/or Class C Shares which such Transferring Stockholder seeks to Transfer pursuant to the Proposed Transfer. If a Proposed Transfer will cause the Aggregate Group Ownership Threshold to exceed the Aggregate Group Ownership Percentage, then such Proposed Transfer shall be prohibited and each Stockholder hereby covenants not to effect or seek to effect such Proposed Transfer in accordance with the terms of this Agreement (each such Transfer, a “Prohibited Transfer”). If a Prohibited Transfer is effected, such Prohibited Transfer shall be null and void and of no force or effect in transferring any direct or indirect interest in the Shares. Each Stockholder further agrees that any Transfer effected in accordance with the terms and conditions of this Agreement shall be effected in compliance with applicable law and, with respect to each Stockholder that is a member of the board of directors of the Company or an employee of the Company, the Company’s Insider Trading Policy. In the event of any Transfer of Shares in accordance with the terms of this Agreement, each Stockholder authorizes Steven E. Fishman to update Schedule A accordingly.

(b) As required by applicable law, each Stockholder agrees, with the other Stockholders, to file any required amendments to the Joint Schedule 13D with the Securities and Exchange Commission promptly following execution of this Agreement, promptly upon termination of this Agreement as to any or all parties hereto and at such other times as may be required by applicable law, and agrees that any such amendments shall be filed on behalf of such party without the necessity of any further agreement. Each Stockholder acknowledges that such party shall be responsible for the timely filing of such amendments and the completeness and accuracy of the information concerning such Stockholder contained therein, but shall not be responsible for the completeness and accuracy of the information concerning other Stockholders, except to the extent that such Stockholder knows or has reason to believe that such information is inaccurate.

Section 7. Termination.

(a) This Agreement shall automatically terminate and be of no further force or effect upon the earliest to occur of (i) any such time that the number of Shares remaining subject to this Agreement represent, for a period of five (5) consecutive business days, less than fifty percent (50%) of the outstanding voting power of the Company, (ii) the written consent of Stockholders holding a majority of the Shares held by all Stockholders, and (iii) the Lock-Up Expiration Date.

(b) This Agreement shall terminate as to any Stockholder at such time as such Stockholder ceases to own or otherwise hold the power to direct the vote of any Shares.

(c) Upon termination of this Agreement, none of the Stockholders shall have any further obligation or liability hereunder, except as required under Section 6(b) hereof. This provision shall survive termination of this Agreement.

Section 8. Miscellaneous.

(a) Further Assurances. Each Stockholder shall execute and deliver such additional instruments and other documents and shall take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of its obligations under this Agreement. Without limiting the generality of the foregoing, none of the Stockholders shall enter into any agreement or arrangement (or alter, amend or terminate any existing agreement or arrangement) if such agreement or arrangement would conflict with this Agreement.

(b) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given if delivered personally, facsimiled (which is confirmed), by e-mail of a .pdf attachment (for which a confirmation email is obtained), or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) If to a Stockholder, at such Stockholder's address as set forth on the signature pages hereto.

(ii) If to the Company, to:

101 East State Street
Kennett Square, PA 19348
Attention: Law Department — lawdepartment@genesishcc.com

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, NW
Washington, DC 20005

Attention: Jeremy London
Neil Rock
Richard Oliver

(c) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified, except by an instrument in writing signed by each Stockholder.

(d) Successors and Assigns; Acquisitions and Transfers. The provisions of this Agreement shall survive the death, incapacity or dissolution of each Stockholder and any obligation of such Stockholder shall be binding upon the heirs, personal representatives, successors and permitted assigns of such Stockholder.

(e) Entire Agreement. This Agreement embodies the entire agreement and understanding among the Stockholders relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(f) Severability. If any term of this Agreement or the application thereof to any party or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

(g) No Waiver. The failure of any Stockholder to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Stockholder with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(h) No Third Party Beneficiaries. This Agreement is for the sole benefit of, shall be binding upon, and may be enforced solely by the Stockholders, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, of the Stockholders.

(j) Governing Law. This Agreement and all disputes arising out of or relating to this Agreement, its subject matter, the performance by the parties of their respective obligations hereunder or the claimed breach hereof, whether in tort, contract or otherwise, shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of laws.

(k) Specific Performance. Each Stockholder hereby acknowledges and agrees that each other Stockholder would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance, breach or threatened breach of this Agreement by any Stockholder could not be adequately compensated by monetary damages alone and that the other Stockholders would not have any adequate remedy at law. Accordingly, each Stockholder shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to seek and obtain (a) enforcement of any provision of this Agreement by a decree or order of specific performance, and (b) a temporary, preliminary and/or permanent injunction to prevent breaches or threatened breaches of any provisions of this Agreement without posting any bond or undertaking. Each Stockholder further agrees it shall not object to the granting of injunctive or other equitable relief on the basis that there exists adequate remedy at law. Each Stockholder hereby expressly further waives (i) any defense in any action for specific performance that a remedy at law would be adequate or that an award of specific performance is not an appropriate remedy for any reason at law or in equity, and (ii) any requirement under any Law to post security as a prerequisite to obtaining equity relief. Each Stockholder hereby agrees that the other Stockholders' initial choice of remedy will be to seek specific performance of this Agreement in accordance with its terms. If a court of competent jurisdiction denies such relief, a non-breaching Stockholder may seek alternative remedies, including damages in the same or another proceeding.

(l) Termination of the Fourth Amended Agreement. The Stockholders hereby agree that, as of the Effective Date, the Fourth Amended Agreement is terminated in its entirety and of no further force and effect.

(m) Joinder for Certain Replacement Proxyholder(s). The Stockholders hereby agree that, from and after the Effective Date, one or more individuals who have been appointed by the Specified Grantors as the “Replacement Proxyholder” in accordance with the terms of the proxies granted to George V. Hager by the Specified Grantors, shall, to the extent not already a party hereto, join this Agreement as Stockholders, effective upon each such individual’s execution of a counterpart signature hereto.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

MIDWAY GEN CAPITAL, LLC

By: /s/ Robert Hartman

Name: Robert Hartman

Title: Manager

Address: Robert Hartman
6633 N. Lincoln Avenue
Lincolnwood, IL 60712
Telephone: 847-676-2122
Email:
rhartman@mwcpartners.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**ROBERT AND DEBRA F. HARTMAN
FAMILY TRUST**

By: /s/ Debra F. Hartman
Name: Debra F. Hartman
Title: Trustee

Address: 6633 N. Lincoln Avenue
Lincolnwood, IL 60712
Attn: Robert Hartman
Telephone: 847-676-2122
Email:
rhartman@mwcpartners.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

/s/ Robert Hartman

ROBERT HARTMAN

Address: Robert Hartman
6633 N. Lincoln Avenue
Lincolnwood, IL 60712
Telephone: 847-676-2122
Email:
rhartman@mwcpartners.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SENIOR CARE GENESIS, LLC

By: Senior Care Development, LLC, its
manager

By: /s/ David Reis

Name: David Reis

Title: Managing Member

Address: 500 Mamaroneck Avenue, Suite
406
Harrison, NY 10528
Attn: David Reis
Email:
dreis@seniorcaredevelopment.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

/s/ David Reis

DAVID REIS

Address: 500 Mamaroneck Avenue, Suite
406
Harrison, NY 10528
Email:
dreis@seniorcaredevelopment.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**HCCF MANAGEMENT GROUP XI,
LLC**

By: /s/ Arnold Whitman

Name: Arnold Whitman

Title: Sole Member

Address: 3500 Lenox Rd. NE, Suite 510
Atlanta, GA 30326
Attn: Arnold Whitman
Telephone: 770-530-7584
Email:
awhitman@formationcapital.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

HCCF MANAGEMENT GROUP, INC.

By: /s/ Arnold Whitman

Name: Arnold Whitman

Title: President

Address: 3500 Lenox Rd. NE, Suite 510
Atlanta, GA 30326
Attn: Arnold Whitman
Telephone: 770-530-7584
Email:
awhitman@formationcapital.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

/s/ Arnold M. Whitman

ARNOLD M. WHITMAN

Address: 3500 Lenox Rd. NE, Suite 510
Atlanta, GA 30326
Telephone: 770-530-7584
Email:
awhitman@formationcapital.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

FC PROFIT SHARING, LLC

By: /s/ Steven Fishman

Name: Steven Fishman

Title: President

Address: c/o Formation Capital, LLC
3500 Lenox Rd. NE, Suite 510
Atlanta, GA 30326
Attn: Steven Fishman
Telephone: 215-582-0559
Email:
sfishman@formationcapital.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ZAC PROPERTIES XI, LLC

By: /s/ Steven Fishman

Name: Steven Fishman

Title: Managing Member

Address: 7600 Cheltenham Avenue
Wyndmoor, PA 19038
Attn: Steven Fishman
Telephone: 215-582-0559
Email:
sfishman@formationcapital.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

/s/ Steven E. Fishman

STEVEN E. FISHMAN

Address: c/o ZAC Management Group,
LLC
1617 JFK Boulevard, Suite 545
Philadelphia, PA 19103
Telephone: 215-582-0559
Email:
sfishman@formationcapital.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

BIRET OPERATING LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GRANDVIEW INVESTORS LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

MAX MOXI LLC

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GRFC GAZELLE LLC

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GAZELLE RIVERSIDE LLC

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GAZELLE LIGHT LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GAZELLE HERNE HILL LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

L GEN ASSOCIATES

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GAZELLE SING LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GAZELLE COSTA BRAZIL LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

DREYK LLC

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

GHC CLASS B LLC

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SING INVESTMENTS LLC

By: /s/ Isaac Neuberger
Name: Isaac Neuberger
Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

LARTS INVESTMENTS LLC

By: /s/ Isaac Neuberger

Name: Isaac Neuberger

Title: Manager

Address: One South Street, 27th Floor
Baltimore, MD 21202
Attn: Isaac Neuberger
Facsimile: 410-332-8511
Telephone: 410-332-8510
Email: IMN@NQGRG.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

/s/ George V. Hager

GEORGE V. HAGER

Address: Genesis Healthcare, Inc.
101 East State Street
Kennett Square, PA 19348
Attn: George V. Hager
Telephone: 610-444-6350
Email:
G.Hager@GenesisHCC.com

[Signature Page to Fifth Amended and Restated Voting Agreement]

SCHEDULE A
COMPANY STOCK OWNERSHIP

(As of July 31, 2018)

Stockholder	Number of Shares of Class A Stock	Number of Shares of Class C Stock	Total Number of Shares of Class A Stock and Class C Stock	Approximate Aggregate Voting Control %
HCCF Management Group XI, LLC	6,937,750	15,728,885	22,666,635	14.04%
HCCF Management Group, Inc.	1,003,512	2,289,361	3,292,873	2.04%
Arnold M. Whitman	31,302	0	31,302	0.02%
Steven E. Fishman	1,060,734	2,283,476	3,344,210	2.07%
ZAC Properties XI, LLC	3,969,584	9,056,014	13,025,598	8.07%
FC Profit Sharing, LLC	501,815	1,144,815	1,646,630	1.02%
Biret Operating LLC	172,384	393,269	565,653	0.35%
Grandview Investors LLC	63,302	144,413	207,715	0.13%
Max Moxi LLC	67,977	155,079	223,056	0.14%
GRFC Gazelle LLC	139,218	317,604	456,822	0.28%
Gazelle Riverside LLC	346,164	789,722	1,135,886	0.70%
Gazelle Light LLC	704,228	1,606,591	2,310,819	1.43%
Gazelle Herne Hill LLC	446,112	0	446,112	0.28%
L Gen Associates	3,108,181	0	3,108,181	1.93%
Gazelle Sing LLC	2,486,517	0	2,486,517	1.54%
Gazelle Costa Brazil LLC	621,644	0	621,664	0.39%
Dreyk LLC	1,028,413	2,346,169	3,374,582	2.09%
GHC Class B LLC	779,766	849,619	1,629,385	1.01%
Sing Investments LLC	74,142	0	74,142	0.05%
Larts Investments LLC	74,142	0	74,142	0.05%
George Hager ¹	2,523,468	2,102,589	4,626,057	2.87%
Senior Care Genesis, LLC	3,594,174	8,304,420	11,898,594	7.37%
David Reis	19,802	0	19,802	0.01%
Midway Gen Capital, LLC	1,190,955	2,716,984	3,907,939	2.42%
Robert Hartman ²	934,524	1,639,657	2,574,181	1.60%
Robert and Debra F. Hartman Family Trust	243,904	556,430	800,334	0.50%
Total	32,123,734	52,425,097	84,548,831	52.37%

¹ Includes 1,176,552 shares of Class A Stock and 1,210,186 shares of Class C Stock, the power to direct the vote of which is held by proxy granted by the former members of GEN Management, LLC and HEN Management Investors, LLC.

² Includes 822,722 shares of Class A Stock and 1,639,657 shares of Class C Stock, the power to direct the vote of which is held by proxy granted by the former members of MCP Genesis, LLC.

SCHEDULE B

PRO RATA PORTION AND TRANSFERABLE AMOUNT

(As of July 31, 2018)

Stockholder	Pro Rata Portion	Transferable Amount
HCCF Management Group XI, LLC	31.21%	245,106
HCCF Management Group, Inc.	4.53%	35,576
Arnold M. Whitman	0.04%	314
Steven E. Fishman	4.60%	36,126
ZAC Properties XI, LLC	17.93%	140,812
FC Profit Sharing, LLC	2.27%	17,827
Biret Operating LLC	0.78%	6,126
Grandview Investors LLC	0.29%	2,277
Max Moxi LLC	0.31%	2,435
GRFC Gazelle LLC	0.63%	4,948
Gazelle Riverside LLC	1.56%	12,251
Gazelle Light LLC	3.18%	24,974
Gazelle Herne Hill LLC	0.61%	4,791
L Gen Associates	4.28%	33,613
Gazelle Sing LLC	3.42%	26,859
Gazelle Costa Brazil LLC	0.86%	6,754
Dreyk LLC	4.65%	36,519
GHC Class B LLC	2.24%	17,592
Sing Investments LLC	0.11%	863
Larts Investments LLC	0.11%	863
George Hager ¹	6.37%	50,026
Senior Care Genesis, LLC	0.00%	0
David Reis	0.00%	0
Midway Gen Capital, LLC	5.38%	42,252
Robert Hartman ²	3.54%	27,801
Robert and Debra F. Hartman Family Trust	1.10%	8,639
Total	100%	785,344

¹ Includes 1,176,552 shares of Class A Stock and 1,210,186 shares of Class C Stock, the power to direct the vote of which is held by proxy granted by the former members of GEN Management, LLC and GEN Management Investors, LLC. Includes (i) a Pro Rata Portion equal to 3.08%, and (ii) a transferable amount equal to 24,189 Shares in respect of shares of Class A Stock and Class C Stock held by Mr. Hager.

² Includes 822,722 shares of Class A Stock and 1,639,657 shares of Class C Stock, the power to direct the vote of which is held by proxy granted by the former members of MCP Genesis, LLC. Includes (i) a Pro Rata Portion equal to 0.15%, and (ii) a transferable amount equal to 1,178 Shares in respect of shares of Class A Stock held by Mr. Hartman.

SCHEDULE C

Senior Care Genesis, LLC

EXHIBIT A

Form of Stockholder Vote Solicitation Ballot

[see attached]

VOTING GROUP BALLOT*

Voting Group Member: _____

Class A Shares: _____

Class C Shares: _____

1. Election of Directors

For All Withhold
All For All Except

- 01 [Name of Director Nominee]
- 02 [Name of Director Nominee]
- 03 [Name of Director Nominee]
- 04 [Name of Director Nominee]

To withhold authority to vote for any individual nominee(s), mark “For All Except” and write the number(s) of the nominee(s) here:

1. [Description of matter to be voted upon.]

For Against Abstain

2. [Description of matter to be voted upon.]

For Against Abstain

By his, her or its execution hereof, the undersigned hereby agrees to vote as indicated above on each of these proposals at the 20[] Annual Meeting of Stockholders of Genesis Healthcare, Inc.

[VOTING GROUP
MEMBER]

By:

Name: _____

Title: _____

*** For internal voting group use only. This ballot is not a proxy.**

EXHIBIT B

Form of Permitted Transferee Proxy

[see attached]

Proxy

The undersigned hereby constitutes and appoints [*current Stockholder who is an individual*] (the “Proxyholder”), with full power of substitution and re-substitution, as the sole and exclusive proxy for and in the name, place and stead of such holder, to vote all shares of Class A Common Stock, \$0.001 par value (“Class A Common Stock”) and Class C Common Stock, \$0.001 par value (“Class C Common Stock” and, together with shares of Class A Common Stock collectively, the “Shares”), of Genesis Healthcare, Inc., a Delaware corporation (the “Company”), that such undersigned is now entitled to vote (or give consent) at any and all meetings, annual or special, of stockholders of the Company or any adjournments thereof which may be held hereafter, and to execute any written consent of stockholders of the Company in lieu of any such meeting with respect to such Shares, all in accordance with the terms of the Fifth Amended and Restated Voting Agreement, dated as of July 31, 2018, by and among the Proxyholder and certain other holders of the Shares party thereto (the “Voting Agreement”). THIS PROXY IS IRREVOCABLE. All capitalized terms used but not defined in this proxy shall have the meaning ascribed to such terms set forth on **Annex A** hereto.

The undersigned hereby revokes, effective upon the execution and delivery of this proxy, all other proxies and powers of attorney with respect to the Shares that such holder may have heretofore appointed or granted. The undersigned agrees that no subsequent proxy or power of attorney (except in furtherance of such holder’s obligations hereunder) shall be given with respect to the Shares by such holder so long as such holder’s Shares are subject to this proxy or the Voting Agreement. The proxy granted hereunder is indefinite and shall terminate upon the earlier of [(i) *such time as the undersigned ceases to own any Shares, (ii) the Replacement Proxy Effective Time, and (iii) the termination of the Voting Agreement*]¹ [(i) *such time as the undersigned is no longer employed with the Company (or its subsidiaries or affiliates), (ii) the Interim Proxy Effective Time, and (iii) the termination of the Voting Agreement*]². All authority conferred herein shall survive the death or incapacity of the undersigned and any obligation of such undersigned shall be binding upon the heirs, personal representatives and successors of such holder. The undersigned agrees that, upon [*such time as the death or incapacity of the Proxyholder*]³ [*such time as either the Proxyholder is no longer employed with the Company (or its subsidiaries or affiliates) or the death or incapacity of the Proxyholder*]⁴, [(x) *the undersigned shall promptly constitute and appoint the then-current chairperson of the board of directors of the Company as the sole and exclusive proxy to vote the undersigned’s Shares pursuant to an executed proxy in substantially the form hereof (the “Interim Proxy Effective Time”), (y) the Grantors shall, promptly following the Interim Proxy Effective Time, select a Replacement Proxyholder to be appointed by the vote of Grantors holding a plurality of Shares held by the Grantors at such time (the “Replacement Proxyholder Selection”), and (z) the undersigned shall, promptly following the Replacement Proxyholder Selection, constitute and appoint such Replacement Proxyholder as the sole and exclusive proxy to vote the undersigned’s Shares pursuant to an executed proxy in substantially the form hereof.*

1 Note: Applicable language for proxy granted by non-employee Stockholder.

2 Note: Applicable language for proxy granted by employee Stockholder.

3 Note: Applicable language for proxy granted by non-employee Stockholder.

4 Note: Applicable language for proxy granted by employee Stockholder.

*Upon such selection, the Replacement Proxyholder shall become a party to the Voting Agreement in accordance with Section 8(m) thereof]*⁵ *[(x) the undersigned shall promptly select a Replacement Proxyholder (the “Replacement Proxyholder Selection”), and (y) the undersigned shall, promptly following the Replacement Proxyholder Selection (the “Replacement Proxy Effective Time”), constitute and appoint such Replacement Proxyholder as the sole and exclusive proxy to vote the undersigned’s Shares pursuant to an executed proxy in substantially the form hereof]*⁶.

The undersigned agrees not to, during the period commencing on the Effective Date until the Lock-Up Expiration Date, (i) offer, pledge (other than to a financial institution, insurance company or bank in exchange for borrowed money or other extensions of credit), sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any Shares, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise (each such transaction, a “Transfer”); provided, however, that the undersigned may Transfer Shares (x) to a Permitted Transferee of the undersigned who, prior to or concurrently with such Transfer, constitutes and appoints a then-current Stockholder who is an individual as the sole and exclusive proxy to vote all such Shares pursuant to an executed proxy in substantially the form hereof, or (y) to one or more third parties, subject to the terms and conditions of this paragraph and the paragraph immediately below, in an amount up to the undersigned’s Pro Rata Portion of the Transferable Amount. The undersigned further agrees that, during the period commencing on the Effective Date and ending on the Lock-Up Expiration Date, the undersigned may not Transfer any Shares if the effect of such proposed Transfer of Shares would result in the Aggregate Group Ownership Percentage being less than or equal to fifty and one-half percent (50.5%) (the “Aggregate Group Ownership Threshold”). The undersigned further agrees that any direct Transfer of shares of Class C Common Stock effected (i) in the case of a Transfer to a Permitted Transferee, pursuant to clause (x) of this paragraph, or (ii) in the case of a Transfer to a third party, pursuant to clause (y) of this paragraph, in each case, shall be subject to the terms and conditions of Section 2(g)(i) of Article IV of the Company’s Third Amended and Restated Certificate of Incorporation, dated as of February 2, 2015.

The undersigned hereby agrees that, prior to effectuating any Transfer of Shares (a “Proposed Transfer”) during the period from the Effective Date to the Lock-Up Expiration Date, the undersigned will provide three (3) business days’ written notice (a “Transfer Notice”) to the Proxyholder (who shall provide written notice thereof to the Company and the Stockholders) and the Company. Each such Transfer Notice shall specify the total number of Shares which the undersigned seeks to Transfer pursuant to the Proposed Transfer. Each such Transfer Notice shall be deemed duly given if delivered by e-mail to the Proxyholder and the Company at the addresses set forth on **Annex B** hereto. If the Proposed Transfer will cause the Aggregate Group Ownership Threshold to exceed the Aggregate Group Ownership Percentage, then such Proposed Transfer shall be prohibited and the undersigned hereby covenants not to effect or seek to effect such Proposed Transfer (each such Transfer, a “Prohibited Transfer”). If a Prohibited Transfer is effected, such Prohibited Transfer shall be null and void and of no force or effect in transferring any direct or indirect interest in the Shares. The undersigned further agrees that any Transfer effected pursuant to the immediately preceding paragraph shall be effected in compliance with applicable law [*and in accordance with the Company’s Insider Trading Policy*]⁷.

⁵ Note: Applicable language for proxy granted by employee Stockholder.

⁶ Note: Applicable language for proxy granted by non-employee Stockholder.

The undersigned hereby agrees that, prior to effectuating any Transfer of Shares (a “Proposed Transfer”) during the period from the Effective Date to the Lock-Up Expiration Date, the undersigned will provide three (3) business days’ written notice (a “Transfer Notice”) to the Proxyholder (who shall provide written notice thereof to the Company and the Stockholders) and the Company. Each such Transfer Notice shall specify the total number of Shares which the undersigned seeks to Transfer pursuant to the Proposed Transfer. Each such Transfer Notice shall be deemed duly given if delivered by e-mail to the Proxyholder and the Company at the addresses set forth on **Annex B** hereto. If the Proposed Transfer will cause the Aggregate Group Ownership Threshold to exceed the Aggregate Group Ownership Percentage, then such Proposed Transfer shall be prohibited and the undersigned hereby covenants not to effect or seek to effect such Proposed Transfer (each such Transfer, a “Prohibited Transfer”). If a Prohibited Transfer is effected, such Prohibited Transfer shall be null and void and of no force or effect in transferring any direct or indirect interest in the Shares. The undersigned further agrees that any Transfer effected pursuant to the immediately preceding paragraph shall be effected in compliance with applicable law [*and in accordance with the Company’s Insider Trading Policy*]⁷.

The undersigned acknowledges and agrees that any Transfer of Shares to a Permitted Transferee of the undersigned, which Transfer is otherwise in compliance with the terms of the immediately preceding two paragraphs, shall be permitted only if such Permitted Transferee agrees that it shall not, from the Permitted Transferee Proxy Date to the Lock-Up Expiration Date, Transfer any Shares; provided, however, that such Permitted Transferee may Transfer Shares either (i) to one or more Permitted Transferees who, prior to or concurrently with such Transfer, constitutes and appoints a then-current Stockholder who is an individual as the sole and exclusive proxy to vote all such Shares pursuant to an executed proxy in substantially the form hereof, or (ii) to one or more third parties, subject to the terms and conditions of the immediately preceding two paragraphs, in an amount up to such Permitted Transferee’s Percentage Interest of the Transferable Amount (such amount of Shares, the “Transferee Allocation Amount”); provided, that the sum of the Transferor Allocation Amount and the Transferee Allocation Amount may not exceed the Pre-Transfer Allocation Amount of the applicable Stockholder. The undersigned further agrees that any Transfer of Shares to a Permitted Transferee of the undersigned, which Transfer is otherwise in compliance with the terms of the immediately preceding two paragraphs, shall be permitted only if such Permitted Transferee agrees not to, during the period commencing on the Permitted Transferee Proxy Date and ending on the Lock-Up Expiration Date, Transfer any Shares if the effect of such proposed Transfer of Shares would result in the Aggregate Group Ownership Percentage being less than or equal to the Aggregate Group Ownership Threshold.

[Signature page immediately follows]

7 Note: Applicable language for proxy granted by employee Stockholder.

Executed this ____ day of _____, 2018

By: _____

Name:



ANNEX A

“Acquired Shares” means, with respect to any Permitted Transferee, measured as of any date of determination, the number of Shares which such Permitted Transferee beneficially owns or otherwise holds the power to direct the vote of such Shares as a result of a Transfer to such Permitted Transferee effected in accordance with the terms of this proxy.

“Aggregate Group Ownership Amount” means, as of July 31, 2018, the aggregate number of Shares which the Stockholders, on a combined basis, beneficially own or otherwise hold the power to direct the vote of such Shares, equal to 84,548,831 Shares.

“Aggregate Group Ownership Percentage” means a percentage, measured as of July 31, 2018, calculated as the product of (i) 100%, multiplied by (ii) a fraction, the numerator of which is equal to the Aggregate Group Ownership Amount and the denominator of which is equal to the aggregate amount of outstanding voting power of the Company, calculated on a fully diluted, as-exchanged and as-converted basis.

“Effective Date” means July 31, 2018.

“Governmental Entity” means any national, federal, state, municipal, local, territorial, foreign or other government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial or administrative or arbitral body or public or private tribunal.

“Immediate Family Member” means, with respect to any Person, (i) the spouse, former spouse, child, step-child, sibling, niece, nephew, parent, grandparent or any lineal descendent (whether by blood or adoption) of such Person, or a parent, grandparent or any lineal descendent (whether by blood or adoption) of such Person’s spouse, (ii) any corporation, partnership or limited liability company all or substantially all of the equity interests in which are owned by a person described in clause (i) above, or (iii) a trust, custodial account or guardianship administered primarily for the benefit of a person described in clause (i) above.

“Lock-Up Expiration Date” means October 31, 2018.

“Percentage Interest” means, with respect to any Stockholder or Permitted Transferee thereof, measured as of any date of determination, a percentage calculated as the product of (i) 100%, multiplied by (ii) a fraction, the numerator of which is equal to the number of Shares held by such Stockholder or Acquired Shares held by such Permitted Transferee, as applicable, and the denominator of which is equal to the Aggregate Group Ownership Amount.

“Permitted Transferee” means with respect to the undersigned, (i) to any corporation, partnership or limited liability company all or substantially all of the equity interests in which are owned, directly or indirectly, by the undersigned, (ii) to any Immediate Family Member of the undersigned, or (iii) to any Stockholder.

“Permitted Transferee Proxy Date” means, with respect to any Permitted Transferee who has executed and delivered a proxy in substantially the form hereof, the date of such proxy.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, unincorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or any other entity.

“Pre-Transfer Allocation Amount” means, with respect to any Stockholder, measured as of any date of determination after the Effective Date but prior to any Transfer by such Stockholder, such Stockholder’s Percentage Interest of the Transferable Amount.

“Pro Rata Portion” means, with respect to the undersigned and measured as of the date hereof, a percentage calculated as the product of (i) 100%, multiplied by (ii) a fraction, the numerator of which is equal to the number of Shares which the undersigned beneficially owns or otherwise holds the power to direct the vote of such Shares and the denominator of which is equal to the Aggregate Group Ownership Amount.

“Replacement Proxyholder” means, as of any date following the death or incapacity of the Proxyholder, a then-current Stockholder who is an individual selected by the undersigned.

“Stockholders” means, as of any date, the individuals and entities party to the Voting Agreement.

“Transferable Amount” means 785,344 Shares.

“Transferor Allocation Amount” means, with respect to the undersigned, measured as of any date of determination following a Transfer effected by the undersigned after the Effective Date, the undersigned’s Percentage Interest of the Transferable Amount following such Transfer.

ANNEX B

Notices

a) To the Proxyholder:

[Name of Proxyholder]

[Address Line 1]

[Address Line 2]

[Email Address]

b) To the Company:

101 East State Street
Kennett Square, PA 19348
Attention: Law Department — lawdepartment@genesishcc.com

c) And with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attention: Steven Epstein Steven.Epstein@friedfrank.com; and
Colum J. Weiden colum.weiden@friedfrank.com