

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]

Filing Date: **2016-08-01**  
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(HTML Version on [secdatabase.com](#))

SUBJECT COMPANY

**Genesis Healthcare, Inc.**

CIK: **1351051** | IRS No.: **000000000** | State of Incorpor.: **DE** | Fiscal Year End: **1231**  
Type: **SC 13D/A** | Act: **34** | File No.: **005-82895** | Film No.: **161795862**  
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.**

CIK: **1633302**  
Type: **SC 13D/A**

Mailing Address

3280 MANSELL ROAD  
SUITE 280  
ALPHARETTA 2Q 30022

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

SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No. 3)\*

**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 Formation Capital, LLC  
1671 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 29, 2016**

(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).

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  HCCF Management Group, Inc. <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Georgia	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  3,293,272 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  CO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  HCCF Management Group XI, LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  22,669,374 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5 <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  FC Profit Sharing, LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  1,646,829 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	

(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Arnold Whitman <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  31,302 <sup>(2)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  27,609,475 <sup>(3)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(4)</sup>	

(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Senior Care Genesis, LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  11,795,171 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	

(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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, 8,199,569 shares of the Issuer's Class C Common Stock and 8,199,569 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  David Reis <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  19,802 <sup>(2)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  11,795,171 <sup>(3)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(4)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  IN	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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, 8,199,569 shares of the Issuer's Class C Common Stock and 8,199,569 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> OpCo Rok, LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 1,191,953 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(3)</sup>	

**14****TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)**

OO

(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 OP Units (as defined in Item 1 below), on an as-converted, as-exchanged basis. OpCo Rok, 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 363,207 shares of the Issuer's Class A Common Stock, 828,602 shares of the Issuer's Class C Common Stock and 828,602 OP Units, on an as-converted, as-exchanged basis, held by OpCo Rok, LLC.

(3) Based upon information provided by the Issuer as of July 27, 2016, reflecting 129,673,684 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.

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<p><b>1</b></p>	<p><b>NAMES OF REPORTING PERSONS</b></p> <p>ZAC Properties XI, LLC</p> <p><b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b></p>	
<p><b>2</b></p>	<p><b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p><b>3</b></p>	<p><b>SEC USE ONLY</b></p>	
<p><b>4</b></p>	<p><b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b></p> <p>00</p>	
<p><b>5</b></p>	<p><b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/></p>	
<p><b>6</b></p>	<p><b>CITIZENSHIP OR PLACE OF ORGANIZATION</b></p> <p>Virginia</p>	
<p><b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b></p>	<p><b>7</b></p>	<p><b>SOLE VOTING POWER</b></p> <p>0</p>
	<p><b>8</b></p>	<p><b>SHARED VOTING POWER</b></p> <p>88,817,138 <sup>(1)</sup></p>
	<p><b>9</b></p>	<p><b>SOLE DISPOSITIVE POWER</b></p> <p>0</p>
	<p><b>10</b></p>	<p><b>SHARED DISPOSITIVE POWER</b></p> <p>13,027,175<sup>(2)</sup></p>
<p><b>11</b></p>	<p><b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b></p> <p>88,817,138 <sup>(1)</sup></p>	
<p><b>12</b></p>	<p><b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/></p>	
<p><b>13</b></p>	<p><b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b></p> <p>68.5%<sup>(3)</sup></p>	
<p><b>14</b></p>	<p><b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b></p> <p>00</p>	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Steven Fishman <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 3,304,608 <sup>(2)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,674,004 <sup>(3)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(4)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 1,020,734 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  George V. Hager, Jr. <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  2,060,140 <sup>(2)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  IN	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 1,167,582 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 27, 2016, reflecting 129,673,684 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.

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<p><b>1</b></p>	<p><b>NAMES OF REPORTING PERSONS</b>                  Robert and Debra F. Hartman Family Trust  <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b></p>	
<p><b>2</b></p>	<p><b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/>                  (b) <input type="checkbox"/></p>	
<p><b>3</b></p>	<p><b>SEC USE ONLY</b></p>	
<p><b>4</b></p>	<p><b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>                  OO</p>	
<p><b>5</b></p>	<p><b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/></p>	
<p><b>6</b></p>	<p><b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>                  IL</p>	
<p><b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b></p>	<p><b>7</b></p>	<p><b>SOLE VOTING POWER</b>                  0</p>
	<p><b>8</b></p>	<p><b>SHARED VOTING POWER</b>                  88,817,138<sup>(1)</sup></p>
	<p><b>9</b></p>	<p><b>SOLE DISPOSITIVE POWER</b>                  0</p>
	<p><b>10</b></p>	<p><b>SHARED DISPOSITIVE POWER</b>                  800,431<sup>(2)</sup></p>
<p><b>11</b></p>	<p><b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>                  88,817,138<sup>(1)</sup></p>	
<p><b>12</b></p>	<p><b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/></p>	
<p><b>13</b></p>	<p><b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>                  68.5%<sup>(3)</sup></p>	
<p><b>14</b></p>	<p><b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>                  OO</p>	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Midway Gen Capital, LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  3,908,412 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	

(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Robert Hartman <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  19,802 <sup>(2)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  3,908,412 <sup>(3)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(4)</sup>	

(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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. 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Biret Operating LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  565,721 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<p><b>1</b></p>	<p><b>NAMES OF REPORTING PERSONS</b></p> <p>Grandview Investors LLC</p> <p><b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b></p>	
<p><b>2</b></p>	<p><b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p><b>3</b></p>	<p><b>SEC USE ONLY</b></p>	
<p><b>4</b></p>	<p><b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b></p> <p>OO</p>	
<p><b>5</b></p>	<p><b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/></p>	
<p><b>6</b></p>	<p><b>CITIZENSHIP OR PLACE OF ORGANIZATION</b></p> <p>DE</p>	
<p><b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b></p>	<p><b>7</b></p>	<p><b>SOLE VOTING POWER</b></p> <p>0</p>
	<p><b>8</b></p>	<p><b>SHARED VOTING POWER</b></p> <p>88,817,138<sup>(1)</sup></p>
	<p><b>9</b></p>	<p><b>SOLE DISPOSITIVE POWER</b></p> <p>0</p>
	<p><b>10</b></p>	<p><b>SHARED DISPOSITIVE POWER</b></p> <p>207,740<sup>(2)</sup></p>
<p><b>11</b></p>	<p><b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b></p> <p>88,817,138<sup>(1)</sup></p>	
<p><b>12</b></p>	<p><b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/></p>	
<p><b>13</b></p>	<p><b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b></p> <p>68.5%<sup>(3)</sup></p>	
<p><b>14</b></p>	<p><b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b></p> <p>OO</p>	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Max Moxi LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  NY	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  223,083 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<p><b>1</b></p>	<p><b>NAMES OF REPORTING PERSONS</b></p> <p>GRFC Gazelle LLC</p> <p><b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b></p>	
<p><b>2</b></p>	<p><b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p><b>3</b></p>	<p><b>SEC USE ONLY</b></p>	
<p><b>4</b></p>	<p><b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b></p> <p>OO</p>	
<p><b>5</b></p>	<p><b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/></p>	
<p><b>6</b></p>	<p><b>CITIZENSHIP OR PLACE OF ORGANIZATION</b></p> <p>DE</p>	
<p><b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b></p>	<p><b>7</b></p>	<p><b>SOLE VOTING POWER</b></p> <p>0</p>
	<p><b>8</b></p>	<p><b>SHARED VOTING POWER</b></p> <p>88,817,138<sup>(1)</sup></p>
	<p><b>9</b></p>	<p><b>SOLE DISPOSITIVE POWER</b></p> <p>0</p>
	<p><b>10</b></p>	<p><b>SHARED DISPOSITIVE POWER</b></p> <p>456,877<sup>(2)</sup></p>
<p><b>11</b></p>	<p><b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b></p> <p>88,817,138<sup>(1)</sup></p>	
<p><b>12</b></p>	<p><b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/></p>	
<p><b>13</b></p>	<p><b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b></p> <p>68.5%<sup>(3)</sup></p>	
<p><b>14</b></p>	<p><b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b></p> <p>OO</p>	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Gazelle Riverside LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 1,136,024 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Gazelle Light LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 2,311,099 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Gazelle Herne Hill LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 446,112 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<p><b>1</b></p>	<p><b>NAMES OF REPORTING PERSONS</b></p> <p>L Gen Associates</p> <p><b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b></p>	
<p><b>2</b></p>	<p><b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p><b>3</b></p>	<p><b>SEC USE ONLY</b></p>	
<p><b>4</b></p>	<p><b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b></p> <p>OO</p>	
<p><b>5</b></p>	<p><b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/></p>	
<p><b>6</b></p>	<p><b>CITIZENSHIP OR PLACE OF ORGANIZATION</b></p> <p>DE</p>	
<p><b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b></p>	<p><b>7</b></p>	<p><b>SOLE VOTING POWER</b></p> <p>0</p>
	<p><b>8</b></p>	<p><b>SHARED VOTING POWER</b></p> <p>88,817,138<sup>(1)</sup></p>
	<p><b>9</b></p>	<p><b>SOLE DISPOSITIVE POWER</b></p> <p>0</p>
	<p><b>10</b></p>	<p><b>SHARED DISPOSITIVE POWER</b></p> <p>3,108,181<sup>(2)</sup></p>
<p><b>11</b></p>	<p><b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b></p> <p>88,817,138<sup>(1)</sup></p>	
<p><b>12</b></p>	<p><b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/></p>	
<p><b>13</b></p>	<p><b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b></p> <p>68.5%<sup>(3)</sup></p>	
<p><b>14</b></p>	<p><b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b></p> <p>PN</p>	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<p><b>1</b></p>	<p><b>NAMES OF REPORTING PERSONS</b></p> <p>Gazelle Sing LLC</p> <p><b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b></p>	
<p><b>2</b></p>	<p><b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/></p> <p>(b) <input type="checkbox"/></p>	
<p><b>3</b></p>	<p><b>SEC USE ONLY</b></p>	
<p><b>4</b></p>	<p><b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b></p> <p>OO</p>	
<p><b>5</b></p>	<p><b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/></p>	
<p><b>6</b></p>	<p><b>CITIZENSHIP OR PLACE OF ORGANIZATION</b></p> <p>DE</p>	
<p><b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b></p>	<p><b>7</b></p>	<p><b>SOLE VOTING POWER</b></p> <p>0</p>
	<p><b>8</b></p>	<p><b>SHARED VOTING POWER</b></p> <p>88,817,138<sup>(1)</sup></p>
	<p><b>9</b></p>	<p><b>SOLE DISPOSITIVE POWER</b></p> <p>0</p>
	<p><b>10</b></p>	<p><b>SHARED DISPOSITIVE POWER</b></p> <p>2,486,517<sup>(2)</sup></p>
<p><b>11</b></p>	<p><b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b></p> <p>88,817,138<sup>(1)</sup></p>	
<p><b>12</b></p>	<p><b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/></p>	
<p><b>13</b></p>	<p><b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b></p> <p>68.5%<sup>(3)</sup></p>	
<p><b>14</b></p>	<p><b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b></p> <p>OO</p>	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Gazelle Costa Brazil LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  621,664 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>	
	Dreyk LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 3,374,991 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  GHC Class B LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  1,629,533 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Sing Investments LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 74,142 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b>  Larts Investments LLC <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b>  OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b>  DE	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>  0
	<b>8</b>	<b>SHARED VOTING POWER</b>  88,817,138 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>  0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>  74,142 <sup>(2)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b>  88,817,138 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b>  68.5% <sup>(3)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b>  OO	

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(1) Represents 33,623,242 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 55,184,288 shares of the Issuer's Class C Common Stock (as defined in Item 1 below) and 55,184,288 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) 33,623,242 shares of the Issuer's Class A Common Stock that are subject to the Voting Agreement, (ii) 55,184,288 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) 55,184,288 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 27, 2016, reflecting 129,673,684 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.

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Isaac Neuberger <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 16,715,826 <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 16,715,826 <sup>(1)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 16,715,826 <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 20.6% <sup>(2)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

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(1) Represents (i) 172,384 shares of the Issuer's Class A Common Stock (as defined in Item 1 below), 393,269 shares of the Issuer's Class C 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 27, 2016, reflecting 81,083,404 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.

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This Amendment No. 3 on Schedule 13D (this "Amendment") amends the Schedule 13D dated February 12, 2015, 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**

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.

## **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, Transfer any shares of Class A Common Stock or Class C Common Stock; provided, however, that each Reporting Person may Transfer shares of Class A Common Stock or Class C Common Stock (i) 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 an individual as the sole and exclusive proxy to vote all such transferred shares of Class A Common Stock or Class C Common Stock, or (ii) to one or more third parties, subject to the terms and conditions of Section 3 and Section 6 of the Voting Agreement, representing, in each calendar month, up to twenty-five percent (25%) of such Reporting Person's Pro Rata Portion of the Transferable Amount. 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 33,623,242 shares of the Issuer's Class A Common Stock and 55,184,288 shares of Class C Common Stock subject to the Voting Agreement. In addition, if the 55,184,288 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 45.1% 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 85.6% 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 57.5% of the outstanding shares of the Issuer's Class A Common Stock on a fully as-converted and as-exchanged basis, and approximately 57.5% 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 Robert Hartman currently holds proxies and (ii) 2,624,187 shares of the Issuer's Class A Common Stock and 3,245,626 shares of the Issuer's Class C Common Stock with respect to which Mr. Hager currently holds proxies granted by members of management of the Issuer. Proxies previously granted to Mr. Hager by members of management of the Issuer in respect of 2,112,548 shares of the Issuer's Class A Common Stock and 2,581,817 shares of the Issuer's Class C Common Stock terminated upon the execution of the Voting Agreement described in Item 6. Proxies previously granted to Mr. Hartman in respect of 61,030 shares of the Issuer's Class A Common Stock and 139,231 shares of the Issuer's Class C Common Stock terminated upon the execution of the Voting Agreement described in Item 6.

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

Proxies previously granted to Mr. Hager by members of management of the Issuer in respect of 2,112,548 shares of the Issuer's Class A Common Stock and 2,581,817 shares of the Issuer's Class C Common Stock terminated upon the execution of the Voting Agreement described in Item 6. Proxies previously granted to Mr. Hartman in respect of 61,030 shares of the Issuer's Class A Common Stock and 139,231 shares of the Issuer's Class C Common Stock terminated upon the execution of the Voting Agreement described in Item 6.

(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 Second Amended and Restated Voting Agreement, dated as of July 29, 2016 (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, Transfer any Shares; provided, however, that each Stockholder may Transfer Shares (i) 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 an individual as the sole and exclusive proxy to vote all such transferred Shares, or (ii) to one or more third parties, subject to the terms and conditions of Section 3 and Section 6 of the Voting Agreement, representing, in each calendar month, up to twenty-five percent (25%) of such Stockholder's Pro Rata Portion of the Transferable Amount. In addition, each Stockholder has agreed, pursuant to the terms of the Voting Agreement, that it will not, during the period commencing on the Effective Date and ending on the Lock-Up Expiration, Transfer any Shares if the effect of such Transfer would result in the Aggregate Group Ownership Percentage being less than or equal to fifty-three percent (53%). The Voting Agreement shall automatically terminate and be of no further force or effect upon the earlier 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, or (ii) after the Interim Date, by the written consent of Stockholders holding a majority of the Shares held by all Stockholders. 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 1                      Second Amended and Restated Voting Agreement, dated as of July 29, 2016, by and among the stockholders set forth on Schedule A thereto (filed herewith)

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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: August 1, 2016

**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

**OPCO ROK LLC**

By: LFRI GEN, LLC, its managing member

By: /s/ Samuel Rieder

Name: Samuel Rieder

Title: Director

/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

**SECOND AMENDED AND RESTATED VOTING AGREEMENT**

This SECOND AMENDED AND RESTATED VOTING AGREEMENT, dated as of July 29, 2016 (this "Agreement"), is by and among the individuals and entities set forth on Schedule A hereto (the "Stockholders") and any individual 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 Securities Exchange Act of 1934, as amended (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, certain of the Stockholders entered into that certain Voting Agreement, dated as of August 18, 2014 (the "Original Agreement"); and

WHEREAS, certain of 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 and the Stockholders now wish to amend and restate the 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 August 2, 2016.

"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 (iii) above.

"Interim Date" means February 2, 2017.

"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 2, 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, and (iii) that certain joint statement on Schedule 13D filed by the Stockholders with the United States Securities and Exchange Commission on or promptly after August 1, 2016.

"Lock-Up Expiration" means July 31, 2017.

"Percentage Interest" means, with respect to any Permitted Transferee, 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 Acquired Shares of such Permitted Transferee 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 such Stockholder, (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 during each calendar month after the Effective Date, such Stockholder's Allocation 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, as set forth on Schedule B hereto.

"Registration Rights Agreement" means that certain Amended and Restated Registration Rights Agreement, dated as of August 18, 2014 and effective as of the Closing Date (as defined in the Purchase Agreement), by and among the Company, the Onex Holders (as defined therein) and the Greystone Holders (as defined therein).

"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, as of the date hereof, the number of Shares equal to the difference between the Aggregate Group Ownership Amount and the Aggregate Group Ownership Amount necessary to maintain the Aggregate Group Ownership Threshold, 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 during each calendar month after the Effective Date, such Stockholder's Allocation Amount.

## 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, with respect to Shares held by the Stockholders 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 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 each Stockholder may Transfer Shares (x) to one or more Permitted Transferees who, prior to or concurrently with such Transfer, constitute and appoint 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 attached hereto as **Exhibit B** (the "Permitted Transferee Proxy"), or (y) to one or more third parties, subject to the terms and conditions set forth in this Section 3 and Section 6 hereof, representing, in each calendar month, up to twenty-five percent (25%) of such Stockholder's Pro Rata Portion of the Transferable Amount (such amount of Shares, the "Allocation Amount").

(b) Each Stockholder agrees that, during the period commencing on the Effective Date and ending on the Lock-Up Expiration, no Stockholder may Transfer any Shares if the effect of such Transfer of Shares would result in the Aggregate Group Ownership Percentage being less than or equal to fifty-three percent (53%) (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, 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 an individual 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, representing, in each calendar month, up to twenty-five percent (25%) of 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 in any calendar month.

(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 (the "Group") for the purpose of causing the Company to continue to qualify as a "controlled company" under Section 303A of the NYSE 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 NYSE 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 an individual, (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 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.

#### Section 6. Covenants of the Stockholders.

(a) Each Stockholder hereby covenants that, prior to effectuating any Transfer of Shares (a "Proposed Transfer"), 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. 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 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 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 earlier 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, and (ii) after the Interim Date, by the written consent of Stockholders holding a majority of the Shares held by all Stockholders.

(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 Sections 6(c) 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  
Facsimile No.: (202) 661-8299  
Attention: Jeremy London  
Neil Rockndon  
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 party hereto acknowledges and agrees that the others 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 party could not be adequately compensated by monetary damages alone and that the other parties would not have any adequate remedy at law. Accordingly, each party hereto 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 party 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 party 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 party agrees that the other parties' 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 party may seek alternative remedies, including damages in the same or another proceeding.

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

(m) Joinder for Certain Replacement Proxyholder(s). The Stockholders 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]

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

**OPCO ROK, LLC**

By: /s/ Samuel Rieder

Name: Samuel Rieder

Title: Director

Address: 45 Broadway Suite 2640

New York, NY

Attn: Samuel Rieder

Facsimile: 212-269-1521

Telephone: 212-269-1500

Email: samuel@riederholdings.com



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](mailto:rhartman@mwcpartners.com)

---

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: Robert Hartman

6633 N. Lincoln Avenue

Lincolnwood, IL 60712

Attn: Robert Hartman

Telephone: 847-676-2122

Email: rhartman@mwcpartners.com

---

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

---

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

---

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

---

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

---

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

**HCCF MANAGMENT 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

---

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

---

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

**FC PROFIT SHARING, LLC**

By: Formation Capital, LLC, its sole member

By: /s/ Steven Fishman

Name: Steven Fishman

Title: President

Address: c/o Formation Capital, LLC

1671 JFK Boulevard, Suite 545

Philadelphia, PA 19103

Attn: Steven Fishman

Telephone: 267-763-5000

Email: [sfishman@formationcapital.com](mailto:sfishman@formationcapital.com)

---



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: c/o Formation Capital, LLC

1671 JFK Boulevard, Suite 545

Philadelphia, PA 19103

Attn: Steven Fishman

Telephone: 267-763-5000

Email: [sfishman@formationcapital.com](mailto:sfishman@formationcapital.com)

---

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 Formation Capital, LLC

1671 JFK Boulevard, Suite 545

Philadelphia, PA 19103

Telephone: 267-763-5000

Email: sfishman@formationcapital.com

---

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: [IMN@NQGRG.com](mailto:IMN@NQGRG.com)

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, 27<sup>th</sup> Floor \_\_\_\_\_

Baltimore, MD 21202 \_\_\_\_\_

Attn: Isaac Neuberger \_\_\_\_\_

Facsimile: 410-332-8511 \_\_\_\_\_

Telephone: 410-332-8510 \_\_\_\_\_

Email: IMN@NQGRG.com \_\_\_\_\_

---

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, 27<sup>th</sup> Floor \_\_\_\_\_

Baltimore, MD 21202 \_\_\_\_\_

Attn: Isaac Neuberger \_\_\_\_\_

Facsimile: 410-332-8511 \_\_\_\_\_

Telephone: 410-332-8510 \_\_\_\_\_

Email: IMN@NQGRG.com \_\_\_\_\_

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

---



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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: [IMN@NQGRG.com](mailto:IMN@NQGRG.com)

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

---

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

---

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, 27<sup>th</sup> Floor

Baltimore, MD 21202

Attn: Isaac Neuberger

Facsimile: 410-332-8511

Telephone: 410-332-8510

Email: IMN@NQGRG.com

---

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

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**SCHEDULE A**  
**COMPANY STOCK OWNERSHIP**

(As of July 29, 2016)

<b>Stockholder</b>	<b>Number of Shares of Class A Stock</b>	<b>Number of Shares of Class C Stock</b>	<b>Approximate Aggregate Voting Control %</b>
HCCF Management Group XI, LLC	6,937,750	15,728,885	14.68%
HCCF Management Group, Inc.	1,003,512	2,289,361	2.13%
Arnold M. Whitman	31,302	0	0.02%
Steven E. Fishman	1,020,734	2,283,476	2.14%
ZAC Properties XI, LLC	3,969,584	9,056,014	8.43%
FC Profit Sharing, LLC	501,815	1,144,815	1.07%
Biret Operating LLC	172,384	393,269	0.37%
Grandview Investors LLC	63,302	144,413	0.13%
Max Moxi LLC	67,977	155,079	0.14%
GRFC Gazelle LLC	139,218	317,604	0.30%
Gazelle Riverside LLC	346,164	789,722	0.74%
Gazelle Light LLC	704,228	1,606,591	1.50%
Gazelle Herne Hill LLC	446,112	0	0.29%
L Gen Associates	3,108,181	0	2.01%
Gazelle Sing LLC	2,486,517	0	1.61%
Gazelle Costa Brazil LLC	621,664	0	0.40%
Dreyk LLC	1,028,413	2,346,169	2.19%
GHC Class B LLC	779,766	849,619	1.06%
Sing Investments LLC	74,142	0	0.05%
Larts Investments LLC	74,142	0	0.05%
OpCo Rok LLC	363,207	828,602	0.77%
George Hager <sup>1</sup>	3,791,769	4,138,029	5.13%
Senior Care Genesis, LLC	3,594,174	8,199,569	7.64%
David Reis	19,802	0	0.01%
Midway Gen Capital, LLC	1,190,955	2,716,984	2.53%
Robert Hartman <sup>2</sup>	842,524	1,639,657	1.60%
Robert and Debra F. Hartman Family Trust	243,904	556,430	0.52%
<b>Total</b>	<b>33,623,242</b>	<b>55,184,288</b>	<b>57.51%</b>

1 Includes 2,624,187 shares of Class A Stock and 3,245,626 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.

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 29, 2016)

<b>Stockholder</b>	<b>Pro Rata Portion</b>	<b>Transferable Amount</b>
HCCF Management Group XI, LLC	25.52%	1,774,872
HCCF Management Group, Inc.	3.71%	257,843
Arnold M. Whitman	0.04%	2,451
Steven E. Fishman	3.72%	258,730
ZAC Properties XI, LLC	14.67%	1,019,947
FC Profit Sharing, LLC	1.85%	128,937
Biret Operating LLC	0.64%	44,292
Grandview Investors LLC	0.23%	16,265
Max Moxi LLC	0.25%	17,466
GRFC Gazelle LLC	0.51%	35,771
Gazelle Riverside LLC	1.28%	88,944
Gazelle Light LLC	2.60%	180,945
Gazelle Herne Hill LLC	0.50%	34,932
L Gen Associates	3.50%	243,381
Gazelle Sing LLC	2.80%	194,702
Gazelle Costa Brazil LLC	0.70%	48,678
Dreyk LLC	3.80%	264,241
GHC Class B LLC	1.83%	127,586
Sing Investments LLC	0.08%	5,806
Larts Investments LLC	0.08%	5,806
OpCo Rok LLC	1.34%	93,323
George Hager <sup>1</sup>	8.93%	620,930
Senior Care Genesis, LLC	13.28%	923,489
David Reis	0.02%	1,551
Midway Gen Capital, LLC	4.40%	306,004
Robert Hartman <sup>2</sup>	2.79%	194,363
Robert and Debra F. Hartman Family Trust	0.90%	62,669
<b>Total</b>	<b>100%</b>	<b>6,953,924</b>

1 Includes 2,624,187 shares of Class A Stock and 3,245,626 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 2.32%, and (ii) a transferable amount equal to 161,304 Shares in respect of shares of Class A Stock and shares of 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 (a) a Pro Rata Portion equal to 0.02%, and (ii) a transferable amount equal to 1,551 Shares in respect of shares of Class A Stock held by Mr. Hartman.

**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

[Name of Director Nominee]

01

[Name of Director Nominee]

02

[Name of Director Nominee]

03

[Name of Director Nominee]

04

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:

**EXHIBIT B**

Form of Permitted Transferee Proxy

[see attached]

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## 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 Second Amended and Restated Voting Agreement, dated as of July 29, 2016, 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*]<sup>1</sup> [(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*]<sup>2</sup>. 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*]<sup>3</sup> [*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*]<sup>4</sup>, [(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*. Upon such selection, the Replacement Proxyholder shall become a party to the Voting Agreement in accordance with Section 8(m) thereof]<sup>5</sup> [(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]<sup>6</sup>.

The undersigned agrees not to, during the period commencing on the Effective Date until the Lock-Up Expiration, (i) offer, pledge (other than to a financial institution in exchange for borrowed money), 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, representing, in each calendar month, up to twenty-five percent (25%) of the undersigned's Pro Rata Portion of the Transferable Amount (such amount of Shares, the undersigned's "Allocation Amount"). The undersigned further agrees that, during the period commencing on the Effective Date and ending on the Lock-Up Expiration, the undersigned may not Transfer any Shares if the effect of such Transfer of Shares would result in the Aggregate Group Ownership Percentage being less than or equal to fifty-three percent (53%) (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 that is a Stockholder, 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"), 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*]<sup>7</sup>.

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, 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, representing, in each calendar month, up to twenty-five percent (25%) of 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 in any calendar month. 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, Transfer any Shares if the effect of such 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]*

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- 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.
  - 5 **Note:** Applicable language for proxy granted by employee Stockholder.
  - 6 **Note:** Applicable language for proxy granted by non-employee Stockholder.
  - 7 **Note:** Applicable language for proxy granted by employee Stockholder.
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Executed this \_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_

Name:

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## 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 29, 2016, 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 88,807,530 Shares.

"Aggregate Group Ownership Percentage" means a percentage, measured as of July 29, 2016, 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 August 2, 2016.

"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 (iii) above.

"Lock-Up Expiration" means July 31, 2017.

"Percentage Interest" means, with respect to any Permitted Transferee, 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 Acquired Shares of such Permitted Transferee 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 during each calendar month after the Effective Date, such Stockholder's Allocation 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 6,953,924 Shares.

"Transferor Allocation Amount" means, with respect to the undersigned, measured as of any date of determination following a Transfer effected by the undersigned during each calendar month after the Effective Date, the undersigned's Allocation Amount.



**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](mailto: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](mailto:Steven.Epstein@friedfrank.com); and  
Matthew V. Soran [Matthew.Soran@friedfrank.com](mailto:Matthew.Soran@friedfrank.com)