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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. ) (1)**

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**Gaming and Leisure Properties Inc.**

(Name of Issuer)

**Common Stock, \$0.01 par value**  
(Title of Class of Securities)

**36467J108**  
(CUSIP Number)

**David N. Brooks**  
**Fortress Investment Group LLC**  
**1345 Avenue of the Americas, 46th Floor**  
**New York, NY 10105**  
**(212) 798-6100**

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

**March 9, 2015**  
(Date of Event which Requires Filing of this Statement)

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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:

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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(1) This Schedule 13D constitutes an initial Schedule 13D on behalf of Fortress GLPI VoteCo LLC and Randal A. Nardone, and Amendment No. 3 to the Schedule 13D on behalf of FIG LLC, Fortress Fund V GP L.P., Fortress Fund V GP Holdings Ltd., Fortress Operating Entity I LP, FIG Corp., Fortress Investment Group LLC and Wesley R. Edens.

\* 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 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).

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1	NAME OF REPORTING PERSON  FIG LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  25,343
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  25,343
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  25,343	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 0.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

1	NAME OF REPORTING PERSON  Fortress Fund V GP L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN	

1	NAME OF REPORTING PERSON  Fortress Fund V GP Holdings Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

1	NAME OF REPORTING PERSON  Fortress Operating Entity I LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN	

1	NAME OF REPORTING PERSON  FIG Corp.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

1	NAME OF REPORTING PERSON Fortress Investment Group LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Wesley R. Edens	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 10,526,168*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 10,526,168*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,526,168*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

\* See Item 6.



1	NAME OF REPORTING PERSON  Fortress GLPI VoteCo LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  N/A	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  10,500,825*
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  10,500,825*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  10,500,825	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  9.2%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* See Item 6.

1	NAME OF REPORTING PERSON Randal A. Nardone	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 10,500,825*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 10,500,825*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,500,825	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.2%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

\* See Item 6.

## EXPLANATORY NOTE

Pursuant to Rule 13d-2 promulgated under the Act, this Schedule 13D/A (this "Amendment No. 3") amends the Schedule 13D filed on November 12, 2013 (the "Original Schedule 13D") on behalf of FIG LLC, Fortress Fund V GP L.P., Fortress Fund V GP Holdings Ltd., Fortress Operating Entity I LP, FIG Corp., Fortress Investment Group LLC and Wesley R. Edens in respect of the common stock, par value \$0.01 per share (the "Common Stock"), of Gaming and Leisure Properties Inc., a Pennsylvania corporation (the "Issuer"), as amended on December 23, 2013 ("Amendment No. 1") and February 17, 2015 ("Amendment No. 2"). Further, the Original Schedule 13D, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, is hereby incorporated herein as the initial Schedule 13D of Fortress GLPI VoteCo LLC and Randal A. Nardone in respect of the Common Stock of the Issuer. Disclosure Items set forth in the Original Schedule 13D, as modified by Amendment No. 1 and Amendment No. 2, shall remain in effect except to the extent expressly amended hereby and (as modified herein) are incorporated into such initial Schedule 13D filing. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Original Schedule 13D as amended by Amendment No. 1 and Amendment No. 2.

This filing is made to reflect the addition of Fortress GLPI VoteCo LLC and Randal A. Nardone as beneficial owners of the shares of Common Stock beneficially owned by the other Reporting Persons and the reduction of the other Reporting Persons' beneficial ownership below five percent of the Common Stock outstanding, as described in Item 6.

### **Item 2. Identity and Background**

Item 2(a) of the Schedule 13D is hereby amended to include the following:

(viii) Fortress GLPI VoteCo LLC ("VoteCo"), a Delaware limited liability company.

(ix) Randal A. Nardone, a United States citizen, is a member of VoteCo.

VoteCo is added to the "Fortress Reporting Persons" and VoteCo and Mr. Nardone are added to the "Reporting Persons."

### **Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of the Schedule 13D is hereby amended to include the following:

See Item 6 of this Amendment No. 3. The events described in Item 6 did not include the acquisition of additional shares of Common Stock and no consideration was paid in connection with those events.

### **Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended to include the following:

See Item 6 of this Amendment No. 3 regarding the irrevocable proxy described therein.

### **Item 5. Interest in Securities of the Issuer.**

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

The information set forth on the cover pages hereto is incorporated herein by reference.

On the basis of the irrevocable proxy described in Item 6, VoteCo may be deemed to beneficially own and share the power to vote and dispose of the 10,500,825 shares of Common Stock held directly by the Fortress V Sister Funds (representing 9.2% of the shares outstanding), of which 6,597,579 shares are held directly by Fortress Investment Fund V (GLPI SisterCo A) LP, Fortress Investment Fund V (GLPI SisterCo D) LP, Fortress Investment Fund V (GLPI SisterCo E) LP, Fortress Investment Fund V (Coinvestment GLPI SisterCo A) LP, Fortress Investment Fund V (Coinvestment GLPI SisterCo D) LP, (collectively, the "Fund V ADE Sister Funds"), and 3,903,246 shares are held directly by Fortress Investment Fund V (GLPI SisterCo B) LP, Fortress Investment Fund V (GLPI SisterCo C) LP, Fortress Investment Fund V (GLPI SisterCo F) LP, Fortress Investment Fund V (Coinvestment GLPI SisterCo B) LP, Fortress Investment Fund V (Coinvestment GLPI SisterCo C) LP, and Fortress Investment Fund V (Coinvestment GLPI SisterCo F) LP (collectively, the "Fund V BCF Sister Funds") and together with the Fund V ADE Sister Funds, the "Fortress V Sister Funds").

FIG LLC ("FIG") holds 25,343 shares of Common Stock directly and has shared voting and dispositive power with respect to such shares, which such shares of Common Stock in the aggregate represent less than 0.1% of the Common Stock outstanding.

Each of Messrs. Edens and Nardone, as the two members of VoteCo, may be deemed to beneficially own and share the power to vote and dispose of the 10,500,825 shares of Common Stock held directly by the Fortress V Sister Funds by virtue of the irrevocable proxy described in Item 6, and Mr. Edens may further be deemed to beneficially own and share the power to vote and dispose of the 25,343 Shares of Common Stock held directly by FIG.

As described in Item 6, which is incorporated herein by reference, each of the Reporting Persons other than VoteCo and Messrs. Edens and Nardone ceased to be a beneficial owner of more than 5% of the shares of Common Stock outstanding on March 9, 2015.

All percentages of Common Stock outstanding contained herein are based on 113,662,355 shares of Common Stock outstanding as of February 20, 2015.

No reporting person or any person for whom disclosure is required pursuant to General Instruction C effected any transactions in Common Stock in the past sixty days except as disclosed in Amendment No. 2.

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

Item 6 of the Schedule 13D is hereby amended to include the following:

On March 9, 2015, each of the Fortress V Sister Funds granted an irrevocable proxy in favor of VoteCo to (i) vote all of the shares of Common Stock held by each of them at any meeting (and any adjournment or postponement thereof) of the Issuer's stockholders, and in connection with any written consent of the Issuer's stockholders and (ii) direct and effect the sale, transfer or other disposition of all or any part of such shares of Common Stock, if, as and when so determined in the sole discretion of VoteCo. Each of Mr. Edens and Mr. Nardone holds one-half of the membership interests in VoteCo, which may act only by approval of a members holding a majority of interests. Accordingly, each of VoteCo, Mr. Edens and Mr. Nardone may be deemed to share voting and dispositive power with respect to the 10,500,825 shares of Common Stock held directly by the Fortress V Sister Funds. As a consequence of such grant of the irrevocable proxy, each of Fortress Fund V GP L.P., Fortress Fund V GP Holding Ltd., FIG, Fortress Operating Entity I LP, FIG Corp. and Fortress Investment Group LLC ceased to be a beneficial owner of the shares of Common Stock subject thereto and thereby ceased to be a beneficial owner of more than 5% of the Common Stock outstanding.

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**Item 7. Material to be filed as Exhibits.**

Item 7 of the Schedule 13D is hereby amended to include the following:

4. 99.4 – Irrevocable Proxy, dated as of March 9, 2015
5. 99.5 – Joint Filing Agreement, dated as of March 19, 2015

**SIGNATURES**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete and correct.

Dated: March 19, 2015

FIG LLC

By: /s/ David N. Brooks  
Name: David N. Brooks  
Title: Secretary

Dated: March 19, 2015

FORTRESS FUND V GP L.P.

By: Fortress Fund V GP Holdings Ltd.,  
its general partner

By: /s/ David N. Brooks  
Name: David N. Brooks  
Title: Secretary

Dated: March 19, 2015

FORTRESS FUND V GP HOLDINGS LTD.

By: /s/ David N. Brooks  
Name: David N. Brooks  
Title: Secretary

Dated: March 19, 2015

FORTRESS OPERATING ENTITY I LP

By: FIG Corp., its general partner

By: /s/ David N. Brooks  
Name: David N. Brooks  
Title: Secretary

Dated: March 19, 2015

FIG CORP.

By: /s/ David N. Brooks  
Name: David N. Brooks  
Title: Secretary

Dated: March 19, 2015

FORTRESS INVESTMENT GROUP LLC

By: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

/s/ Wesley R. Edens

Wesley R. Edens

Dated: March 19, 2015

FORTRESS GLPI VOTECO LLC

By: /s/ Wesley R. Edens

Name: Wesley R. Edens

Title: Member

Dated: March 19, 2015

/s/ Randal A. Nardone

Randal A. Nardone

**IRREVOCABLE PROXY** (this "Proxy"), dated as of March 09, 2015 is made and granted by each of the entities listed on Schedule A (each, a "Stockholder" and, together, the "Stockholders").

**WHEREAS**, the Stockholders are the owners of 10,500,825 shares of common stock, par value \$0.01 per share (the "Company Common Stock"), of Gaming and Leisure Properties, Inc., a Pennsylvania corporation (the "Company"); and

**WHEREAS**, Stockholders desire to vest voting and dispositive control in FORTRESS GLPI VOTECO LLC, a Delaware limited liability company ("VoteCo"), with respect to matters relating to the Company and the shares of Company Common Stock owned by the Stockholders (the "Subject Shares") by granting this Proxy as set forth below.

**Section 1. Representations and Warranties of Each Stockholder.** Each Stockholder represents and warrants to VoteCo with respect to itself as follows:

(a) **Authority; Execution and Delivery; Enforceability.** The Stockholder has requisite power and authority to execute and deliver this Proxy. The execution and delivery of this Proxy and the grant hereunder have been duly and validly authorized by the Stockholder, and no other limited liability company proceedings on the part of the Stockholder are necessary to authorize the grant contemplated by this Proxy. This Proxy has been duly and validly executed and delivered by the Stockholder and constitutes the valid and binding proxy of the Stockholder, enforceable against the Stockholder in accordance with its terms, except as enforceability may be limited by bankruptcy laws, other similar laws affecting creditors' rights and general principles of equity.

(b) **No Conflicts.** Neither the execution and delivery by the Stockholder of this Proxy nor the compliance by the Stockholder with the terms and conditions hereof will violate, result in a breach of, or constitute a default under its organizational documents, or violate, result in a breach of, or constitute a default under, in each case in any material respect, any agreement, instrument, judgment, order or decree to which the Stockholder is a party or is otherwise bound or give to others any material rights or interests (including rights of purchase, termination, cancellation or acceleration) under any such agreement or instrument.

(c) **The Subject Shares.** (i) The Stockholder is the record and beneficial owner of the Subject Shares the Recitals to this Proxy indicate that such Stockholder owns; (ii) the Stockholder has the sole right to vote such Subject Shares, except as contemplated by this Proxy; and (iii) none of such Subject Shares will be subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Subject Shares, except as contemplated by this Proxy.

**Section 2. Irrevocable Proxy.**

(a) Except as set forth in and subject to the terms of the Investor Rights Agreement by and among the Company and FIF V PFD LLC, dated as of November 1, 2013 and the Assignment and Assumption Agreement, effective as of December 23, 2013, by and among



the Company, FIF V PFD LLC and the Stockholders, each Stockholder hereby irrevocably constitutes and appoints VoteCo, with full power of substitution, its true and lawful proxy and attorney-in-fact to (i) vote all of the Subject Shares at any meeting (and any adjournment or postponement thereof) of the Company's stockholders, and in connection with any written consent of the Company's stockholders and (ii) direct and effect the sale, transfer or other disposition of all or any part of the Subject Shares, if, as and when so determined in the sole discretion of VoteCo.

(b) The proxy and power of attorney granted herein shall be irrevocable during the Term (as defined below), shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke all prior proxies granted by each Stockholder (if any) with respect to the Subject Shares. Each Stockholder shall not grant to any person any proxy which conflicts with the proxy granted herein, and any attempt to do so shall be void.

(c) VoteCo may exercise the proxy granted herein with respect to the Subject Shares only during the Term and shall have the right to vote the Subject Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of Section 2(a) above. Unless expressly requested by VoteCo in writing, each Stockholder shall not vote any or all of the Subject Shares at any such meeting or in connection with any such written consent of stockholders. The vote of VoteCo shall control in any conflict between a vote of or written consent with respect to the Subject Shares by VoteCo and a vote or action by each Stockholder with respect to the Subject Shares.

(d) All or a portion of the Subject Shares, as the case may be, shall be released from the proxy and voting arrangement created in this Section 2 and in Section 3 below, upon the sale, transfer or other disposition by VoteCo of the Subject Shares (a "Release Event"). Such release of the Subject Shares hereunder shall occur automatically, without any requirement for any further act by each Stockholder or the delivery of any certificate to memorialize the same.

**Section 3. Covenants of Each Stockholder.** Each Stockholder covenants and agrees during the Term as follows:

(a) The Stockholder hereby agrees, while this Proxy is in effect with respect to any Subject Shares, and except as contemplated hereby, (i) not to enter into any voting agreements, whether by proxy, voting agreement or other voting arrangement with respect to such Subject Shares, and (ii) not to take any action that would make any representation or warranty of such Stockholder contained herein untrue or incorrect, in each case, that would have the effect of preventing the Stockholder from performing its obligations under this Proxy.

(b) The Stockholder shall not (i) sell, transfer, pledge or otherwise dispose or encumber of any of its Subject Shares, any beneficial ownership thereof or any other interest therein (except pursuant to a validly issued instruction from VoteCo), and (ii) enter into any contract, arrangement or understanding with any person that violates or conflicts with or would reasonably be expected to violate or conflict with, such Stockholder's obligations under this Section 3(b).

**Section 4. Term and Termination.** The term of this Proxy, including the proxy granted pursuant to Section 2 hereof and each Stockholder's covenants and agreements contained herein with respect to the Subject Shares held by such Stockholder, shall commence on the date hereof and shall terminate automatically with respect to any and all Subject Shares as and when, and to the extent, that such Subject Shares are subject to a Release Event as set forth above (the "Term").

**Section 5. No Liability.** Neither VoteCo (or any of its affiliates), nor any direct or indirect former, current or future partner, member, stockholder, director, manager, officer or agent of VoteCo or any of its affiliates, or any direct or indirect former, current or future partner, member, stockholder, employee, director, manager, officer or agent of any of the foregoing (each, an "Indemnified Person") shall be liable, responsible or accountable in damages or otherwise to either or both of the Stockholders or to any or all of the members thereof, their respective successors or assigns by reason of any act or omission related to the possession or exercise of this Proxy, and each Stockholder shall indemnify, defend and hold harmless each Indemnified Person in respect of the same. Each Stockholder acknowledges and agrees that no duty is owed to such Stockholder by VoteCo (or any or all of the other Indemnified Persons) in connection with or as a result of the granting of this Proxy or by reason of any act or omission related to the possession or the exercise thereof, and, to the extent any duty shall nonetheless be deemed or found to exist, each Stockholder hereby expressly and knowingly irrevocably waives, to the fullest extent permitted by applicable law, any and all such duty or duties, regardless of type or source.

**Section 6. General Provisions.**

(a) Assignment. This Proxy shall not be assignable by either or both of the Stockholders.

(b) Notice of Termination. If this Proxy is terminated pursuant to Section 4 hereof, VoteCo shall notify the Ohio Casino Control Commission prior to such termination in writing via in-person delivery, express courier service, registered or certified mail or electronic mail to the postal or electronic mail address, as applicable, set forth below:

Ohio Casino Control Commission  
10 West Broad Street, 6th Floor  
Columbus, OH 43215  
Attn: John Barron, General Counsel  
E-mail: [john.barron@casinocontrol.ohio.gov](mailto:john.barron@casinocontrol.ohio.gov)

(c) No Ownership Interest. Except as expressly set forth in this Proxy, nothing contained in this Proxy shall be deemed to vest in VoteCo any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares.

(d) Severability. If any provision of this Proxy would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Proxy or affecting the validity or enforceability of such provision in any other jurisdiction.

Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Proxy or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) Governing Law. This Proxy shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

IN WITNESS WHEREOF, each Stockholder has duly executed this Proxy as of the date first written above.

**FORTRESS INVESTMENT FUND V (GLPI SISTERCO A) LP**  
**FORTRESS INVESTMENT FUND V (GLPI SISTERCO D) LP**  
**FORTRESS INVESTMENT FUND V (GLPI SISTERCO E) LP**  
**FORTRESS INVESTMENT FUND V (COINVESTMENT GLPI SISTERCO A) LP**  
**FORTRESS INVESTMENT FUND V (COINVESTMENT GLPI SISTERCO D) LP**

By: Fortress Fund V GP L.P., its general partner

By: Fortress Fund V GP Holdings Ltd., its general partner

By: /s/ David N. Brooks  
David N. Brooks  
Secretary

**FORTRESS INVESTMENT FUND V (GLPI SISTERCO B) LP**  
**FORTRESS INVESTMENT FUND V (GLPI SISTERCO C) LP**  
**FORTRESS INVESTMENT FUND V (GLPI SISTERCO F) LP**  
**FORTRESS INVESTMENT FUND V (COINVESTMENT GLPI SISTERCO B) LP**  
**FORTRESS INVESTMENT FUND V (COINVESTMENT GLPI SISTERCO C) LP**  
**FORTRESS INVESTMENT FUND V (COINVESTMENT GLPI SISTERCO F) LP**

By: Fortress Fund V GP (BCF) L.P., its general partner

By: Fortress Fund V GP (BCF) Holdings Ltd., its general partner

By: /s/ David N. Brooks  
David N. Brooks  
Secretary

## SCHEDULE A

### Stockholders

Fortress Investment Fund V (GLPI SisterCo A) LP  
Fortress Investment Fund V (GLPI SisterCo B) LP  
Fortress Investment Fund V (GLPI SisterCo C) LP  
Fortress Investment Fund V (GLPI SisterCo D) LP  
Fortress Investment Fund V (GLPI SisterCo E) LP  
Fortress Investment Fund V (GLPI SisterCo F) LP  
Fortress Investment Fund V (Coinvestment GLPI SisterCo A) LP  
Fortress Investment Fund V (Coinvestment GLPI SisterCo B) LP  
Fortress Investment Fund V (Coinvestment GLPI SisterCo C) LP  
Fortress Investment Fund V (Coinvestment GLPI SisterCo D) LP  
Fortress Investment Fund V (Coinvestment GLPI SisterCo F) LP

**JOINT FILING AGREEMENT  
PURSUANT TO RULE 13d-1(k)**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D, constituting Amendment No. 3 to the Schedule 13D filed on November 12, 2013 on behalf of FIG LLC, Fortress Fund V GP L.P., Fortress Fund V GP Holdings Ltd., Fortress Operating Entity I LP, FIG Corp., Fortress Investment Group LLC and Wesley R. Edens in respect of the common stock, par value \$0.01 per share (the "Common Stock"), of Gaming and Leisure Properties Inc., a Pennsylvania corporation (the "Issuer") and the initial Schedule 13D of Fortress GLPI VoteCo LLC and Randal A. Nardone in respect of the Common Stock of the Issuer is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated: March 19, 2015

FIG LLC

By: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

FORTRESS FUND V GP L.P.

By: Fortress Fund V GP Holdings Ltd.,  
its general partnerBy: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

FORTRESS FUND V GP HOLDINGS LTD.

By: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

FORTRESS OPERATING ENTITY I LP

By: FIG Corp., its general partner

By: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

FIG CORP.

By: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

FORTRESS INVESTMENT GROUP LLC

By: /s/ David N. Brooks

Name: David N. Brooks

Title: Secretary

Dated: March 19, 2015

/s/ Wesley R. Edens

Wesley R. Edens

Dated: March 19, 2015

FORTRESS GLPI VOTECO LLC

By: /s/ Wesley R. Edens

Name: Wesley R. Edens

Title: Member

Dated: March 19, 2015

/s/ Randal A. Nardone

Randal A. Nardone