
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **December 17, 2017**

GAMING AND LEISURE PROPERTIES, INC.

(Exact name of registrant as specified in its charter)

PENNSYLVANIA

(State or Other Jurisdiction of
Incorporation or Organization)

001-36124

(Commission file number)

46-2116489

(IRS Employer Identification Number)

845 Berkshire Blvd., Suite 200

Wyomissing, PA 19610

(Address of principal executive offices)

610-401-2900

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement

On December 17, 2017, Gaming and Leisure Properties, Inc. (the “Company”) entered into a Consent Agreement (the “Consent Agreement”) by and among the Company, Gold Merger Sub, LLC, PA Meadows, LLC, WTA II, Inc., CCR Pennsylvania Racing, Inc., Penn National Gaming, Inc. (“Penn”), Pinnacle Entertainment, Inc. (“Pinnacle”), PNK Development 33, LLC and Pinnacle MLS, LLC. The Consent Agreement sets forth certain agreements among the parties in connection with the proposed acquisition of Pinnacle by Penn (the “Merger”) pursuant to a definitive agreement and plan of merger between them, also dated December 17, 2017. Through its subsidiaries, the Company is the landlord under master leases with subsidiaries of both Penn and Pinnacle and has a consent right with respect to any divestitures effected in connection with the Merger.

Pursuant to the Consent Agreement, subject to and concurrently with the completion of the Merger, the Company has agreed to, among other things, amend its master lease with Pinnacle to allow for the sale by Pinnacle of the operating assets at Ameristar Casino Hotel Kansas City, Ameristar Casino Resort Spa St. Charles and Belterra Casino Resort to Boyd Gaming Corporation (“Boyd”), and to enter into a new master lease agreement with Boyd on terms similar to the Company’s existing leases. Rent under the new Boyd master lease will initially be set at approximately \$98.1 million annually for the three divested properties described above. Rent for the remaining properties in the Pinnacle master lease is expected to initially be set at approximately \$284.7 million annually.

In connection with the Consent Agreement, the Company also agreed to acquire the physical assets at Penn’s Plainridge Park Casino (“Plainridge Park”) and Pinnacle’s Belterra Park Gaming & Entertainment (“Belterra Park”) for an aggregate amount of approximately \$315.2 million. Plainridge Park will be added to the Pinnacle master lease with additional annual rent of approximately \$25.0 million, which will not be subject to any escalators or revenue reset adjustments. Belterra Park will be added to the new master lease agreement with Boyd with additional initial annual rent estimated to be approximately \$7.2 million, which will be subject to the same escalators and revenue adjustments as the other properties in that lease.

In addition, the Consent Agreement provides that, subject to and concurrently with the completion of the Merger, the Pinnacle master lease will be amended to include an additional approximately \$13.9 million of annual fixed rent. This rent will not be subject to adjustment and will be excluded from the calculation of the escalator in the Pinnacle master lease. The existing master lease agreement between the Company and Penn will not be impacted by the proposed transactions.

The Merger and the other transactions contemplated by the Consent Agreement are subject to customary closing conditions, including the receipt of regulatory approvals, and there can be no assurances that such conditions will be satisfied or that the transactions will be consummated on the terms set forth above or at all. Upon entering into the new Boyd master lease, amendment to the Pinnacle master lease or any other material amendment or new material agreement in connection with the Company’s performance of its obligations under the Consent Agreement, the Company will file such amendment or material agreement as an exhibit to the Company’s filings under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) at such time and in such manner as required by the Exchange Act.

The foregoing description of the Consent Agreement does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Consent Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 7.01. Regulation FD Disclosure

On December 18, 2017, the Company issued a press release announcing its participation in the transactions described in Item 1.01 above. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities thereof, nor shall it be incorporated by reference into any filings under the Exchange Act or under the Securities Act of 1933, as amended, except to the extent specifically provided in any such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	<u>Consent Agreement by and among Gaming and Leisure Properties, Inc., Gold Merger Sub, LLC, PA Meadows, LLC, WTA II, Inc., CCR Pennsylvania Racing, Inc., Penn National Gaming, Inc., Pinnacle Entertainment, Inc., PNK Development 33, LLC and Pinnacle MLS, LLC dated December 17, 2017</u>
99.1	<u>Gaming and Leisure Properties, Inc. Press Release, dated December 18, 2017</u>

* * *

SIGNATURE

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

Dated: December 19, 2017

GAMING AND LEISURE PROPERTIES, INC.

By: /s/ William J. Clifford
Name: William J. Clifford
Title: Chief Financial Officer

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 17, 2017 (the “**Effective Date**”), by and among Gaming and Leisure Properties, Inc. (“**GLPI**”), Gold Merger Sub, LLC, a Delaware limited liability company (“**Pinnacle Landlord**”), PA Meadows, LLC, a Delaware limited liability company, a wholly owned subsidiary of GLPI (together with its wholly owned subsidiaries, WTA II, Inc. and CCR Pennsylvania Racing, Inc., “**Meadows Landlord**”), Penn National Gaming, Inc., a Pennsylvania corporation (“**Penn**”), PNK Development 33, LLC, a Delaware limited liability company and wholly owned subsidiary of Pinnacle (“**Meadows Tenant**”), Pinnacle Entertainment, Inc. (“**Pinnacle**”) and Pinnacle MLS, LLC, a Delaware limited liability company and wholly owned subsidiary of Pinnacle (“**Pinnacle Tenant**”). Each of foregoing persons is referred to individually as a “**Party**” and collectively as the “**Parties**”. Unless otherwise specified herein, capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Agreement and Plan of Merger, dated as December 17, 2017, by and among Pinnacle, Penn and Franchise Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Penn (“**Merger Sub**”), a copy of which is attached as Exhibit A hereto.

RECITALS

- A. Pinnacle Landlord, as the landlord, and Pinnacle Tenant, as the tenant, are party to that certain Master Lease, dated as of April 28, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the “**Pinnacle Lease**”).
- B. Pursuant to and subject to the terms and conditions of the Merger Agreement, Penn, Pinnacle and Merger Sub have agreed that Merger Sub will merge with and into Pinnacle, with Pinnacle surviving the Merger as a wholly owned subsidiary of Penn.
- C. The United States Federal Trade Commission is expected to issue a Decision and Order in connection with its review of the Merger (the “**FTC Order**”);
- D. In connection with the expected FTC Order, Boyd Gaming Corporation, a Nevada corporation (“**Boyd**”) and Boyd TCIV, LLC a Nevada limited liability company and wholly owned subsidiary of Boyd (“**Purchaser**”) have agreed to acquire the outstanding membership interests of certain subsidiaries of Pinnacle (the “**Divestiture Transaction**”) pursuant to the Membership Interest Purchase Agreement (the “**Divestiture Agreement**”), dated as of the date hereof, a copy of which is attached as Exhibit B hereto.
- E. In connection with the Divestiture Transaction, Pinnacle Landlord has agreed to purchase (the “**Belterra Park Real Estate Purchase and Sale**”) ownership interests in the real estate of the casino and racetrack located at 6301 Kellogg Rd, Cincinnati, OH 45230 (commonly known as Belterra Park) from PNK (Ohio), LLC, a limited liability company organized under the laws of the state of Ohio (“**Belterra Park**”), pursuant to a purchase and sale agreement (“**Belterra Park Real Estate Sale Agreement**”), dated as of the date hereof, a copy of which is attached as Exhibit C hereto.

F. In connection with and subject to the completion of the Divestiture Transaction and the Belterra Park Real Estate Purchase and Sale, Landlord and Purchaser intend to enter into a Master Lease Agreement (the “**Boyd Master Lease**”) pursuant to which Purchaser will lease certain real estate from Pinnacle Landlord, in the form attached hereto as Exhibit D.

G. In connection with and subject to the completion of the Merger, Pinnacle Landlord has also agreed to purchase, and Penn and Plainville Gaming and Redevelopment, LLC have agreed to sell (the “**Plainridge Park Real Estate Purchase and Sale**”), ownership interests in the real estate of the casino and racetrack located at 301 Washington St., Plainville, MA 02762 (commonly known as Plainridge Park Casino), which real estate will then be leased to Pinnacle Tenant pursuant to the Pinnacle Lease Amendment, pursuant to a purchase and sale agreement (the “**Plainridge Park Real Estate Sale Agreement**”), dated as of the date hereof, a copy of which is attached as Exhibit E hereto.

H. In connection with and subject to the completion of the Merger, the Divestiture Transaction and the Boyd Master Lease, Penn, Pinnacle, Pinnacle Tenant and Pinnacle Landlord desire to amend the Pinnacle Lease pursuant to a Fourth Amendment to Master Lease (the “**Pinnacle Lease Amendment**,” and collectively with the Boyd Master Lease, the “**New Leases**”), in the form attached hereto as Exhibit F which amendment, among other things, reflects the Divestiture Transaction, the Plainridge Park Real Estate Purchase and Sale, and provides for an increase to Pinnacle Tenant’s rent obligations (adjusted for the aforesaid transactions).

I. Penn, GLPI, Pinnacle Landlord, Boyd and Purchaser are entering into, concurrently with this Agreement, a Master Lease Commitment and Rent Allocation Agreement (the “**New Leases Commitment Agreement**”), a copy of which is attached as Exhibit G (which, together with all other documents referred to in Exhibits C-G, collectively, the “**Transaction Documents**”), setting forth certain agreements and understandings of the parties thereto with respect to the New Leases and related matters.

J. Penn, Pinnacle and Pinnacle Tenant desire to obtain the consent of Pinnacle Landlord to the Divestiture Transaction and certain other matters as expressly set forth herein and Pinnacle Landlord is willing to consent to the same, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the Parties hereto agree as follows:

1. Consent and Execution.

(a)

(i) Subject to the satisfaction of the Pinnacle Lease Amendment Conditions and the Boyd Lease Conditions (each as defined in the New Leases Commitment Agreement), Pinnacle Landlord hereby consents to the Divestiture Transaction.

(ii) In the event that an Excluded Company or Excluded Companies (as defined in the Divestiture Agreement) is or are to be purchased by a Discretionary Replacement Purchaser pursuant to Section 10.01(b) of the Divestiture Agreement, Pinnacle Landlord hereby consents to the Divestiture Transaction as revised to incorporate such purchase provided that such Discretionary Replacement Purchaser has executed and delivered a lease substantially in the form of the Pinnacle Lease with rent payments determined in accordance with the New Leases Commitment Agreement.

(iii) In the event that (A) the Divestiture Agreement is terminated in accordance with Section 11.01(d) - 11.01(k) thereof, (B) such termination is effected (I) in the manner contemplated by and subject to the terms and conditions existing in the Divestiture Agreement in the form attached hereto (and not in any amendment thereof to the extent such amendment impacts such termination rights) and (II) at a time when there has not been a Company Material Adverse Effect as defined in the Divestiture Purchase Agreement, (C) a Discretionary Replacement Purchaser has executed and delivered a lease substantially in the form of the Pinnacle Lease that provides for the leasing of all property contemplated to be leased by the Boyd Master Lease with rent payments determined in accordance with the New Leases Commitment Agreement, and (D) the Adjusted Revenue to Rent Ratio (as such terms are used in the Pinnacle Lease) at inception of the lease referred to in the preceding clause (C) is equal to or greater than 1.8:1, Pinnacle Landlord hereby consents to the divestiture to such Discretionary Replacement Purchaser of all of the assets and property that were contemplated to be purchased by Boyd pursuant to the Transaction Documents.

(iv) Provided that Belterra Park will be added as a leased property under the Pinnacle Lease in accordance with the New Leases Commitment Agreement as if it were an Excluded Company Property under such agreement, Pinnacle Landlord hereby consents to a hold-separate of, or similar arrangement with respect to, all four (and not less than all four) of the Divestiture Subsidiaries (or the entirety of their assets and operations) that may be required by regulators as a condition to any necessary approval to facilitate completion of the Merger pending the divestiture of the Divestiture Subsidiaries (or their assets and operations).

(b) In the event that an Excluded Company or Excluded Companies (as defined in the Divestiture Agreement) is or are to be purchased pursuant to Section 10.01(b) of the Divestiture Agreement or the Divestiture Agreement is terminated in accordance with Section 11.01(d) - 11.01(k) thereof, Pinnacle Landlord hereby agrees that it shall not unreasonably withhold, condition or delay its consent to (i) divestitures to replacement purchasers for the Excluded Company or Excluded Companies, or for all of the assets and property that had been contemplated to be acquired by Boyd, that are reputable and experienced gaming operators but do not meet the definition of Discretionary Replacement Purchaser or (ii) hold-separate or similar arrangements that are required by regulators as a condition to any necessary approval to facilitate completion of the Merger pending identification of a permanent divestiture buyer; *provided* that it is understood and agreed that (A) it shall be deemed reasonable for Pinnacle Landlord to withhold its consent if such replacement purchaser or alternative arrangements, in the aggregate and taking into account any concessions or binding assurances proffered by Penn to GLPI, would reasonably be expected to adversely affect the accretion or other economic benefits that GLPI anticipates from the Transactions as of the date hereof, including any adverse impact reasonably anticipated due to the experience or financial condition of any proposed

replacement purchaser, and (B) with respect to a hold -separate or similar arrangement meeting the requirements of clause 1(a)(iv) such consent has been hereby granted.

(c) The Parties agree that upon the closing of the Transactions, (i) a Guaranty of Lease, substantially in the form of Exhibit H attached hereto, will be entered into by Penn guaranteeing the obligations of Meadows Tenant under that certain Lease, dated as of September 9, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the “**Meadows Lease**”) between Meadows Landlord, as landlord, and Meadows Tenant, as tenant, (ii) the requirements of Section 12.1.2.3 of the Meadows Lease will be deemed satisfied with no further action by any person, and (iii) a Guaranty of Lease, substantially in the form of Exhibit I attached hereto, will be entered into by Penn guaranteeing the obligations of Pinnacle Tenant under the Pinnacle Lease as amended by the Pinnacle Lease Amendment and the requirements of Section 22.2(iii)(w)(2), along with any related requirements set forth in Section 22.2(iii), of such lease will be deemed satisfied with no further action by any person.

(d) For purposes hereof, “Discretionary Replacement Purchaser” means a purchaser that meets all of the following requirements: (a) such purchaser has at least five (5) years of experience (directly or through one or more of its Subsidiaries) operating or managing casinos with revenues in the immediately preceding fiscal year of at least Seven Hundred Fifty Million Dollars (\$750,000,000) that is not in the business, and that does not have an Affiliate in the business, of leasing properties to gaming operators; (b) such purchaser (directly or through one or more of its Subsidiaries) is licensed or certified by each gaming authority with jurisdiction over any portion of the Leased Property as of the date of any proposed assignment or transfer to such entity (or will be so licensed upon its assumption of the applicable lease); (c) such purchaser is Solvent, and, if such purchaser has a Parent Company, the Parent Company of such purchaser is Solvent, and (d) (x) the Parent Company of such purchaser or, if such purchaser does not have a Parent Company, such purchaser, has sufficient assets so that, after giving effect to its assumption of Tenant’s obligations hereunder or the applicable assignment (including pursuant to a Change in Control under Section 22.2(iii)(x) or Section 22.2(iii)(y)), its Indebtedness to EBITDA Ratio on a consolidated basis in accordance with GAAP is less than 8:1 on a pro forma basis based on projected earnings and after giving effect to the proposed transaction or (y) an entity that has an investment grade credit rating from a nationally recognized rating agency with respect to such entity’s long term, unsecured debt has provided a Guaranty. Solely for purposes of this paragraph 1(d), capitalized terms have the meanings ascribed to them in the Pinnacle Lease and Section references are to Sections of the Pinnacle Lease.

(e) The Parties acknowledge that Pinnacle Landlord’s execution and delivery of the Pinnacle Lease Amendment is conditioned on the Plainridge Park Real Estate Purchase and Sale occurring substantially simultaneously with the Divestiture Transaction. The Parties further acknowledge that, pursuant to the Plainridge Park Real Estate Sale Agreement, Pinnacle Landlord has certain termination rights as set forth therein, which if exercised would result in the failure of such condition to the execution and delivery by Pinnacle Landlord of the Pinnacle Lease Amendment. Notwithstanding the foregoing, the Parties hereby agree that:

- (i) in the event the conditions to the Divestiture Transaction (or any replacement transaction consented to by Pinnacle Landlord pursuant hereto) are anticipated to

be satisfied prior to the conditions to the Plainridge Park Real Estate Purchase and Sale under circumstances that do not permit Pinnacle Landlord to terminate the Plainridge Park Real Estate Sale Agreement pursuant to the terms thereof, Penn, GLPI and Pinnacle Landlord will cooperate to (x) revise the Pinnacle Lease Amendment as necessary to permit the Divestiture Transaction to be consummated within the timeframe required by Section 4.01 of the Divestiture Agreement and (y) prepare a further form of amendment to the Pinnacle Lease to be utilized in connection with the consummation of the Plainridge Park Real Estate Purchase and Sale and amend the Plainridge Park Real Estate Sale Agreement accordingly; *provided*, in all cases, that (A) GLPI reasonably believes that the Plainridge Park Real Estate Purchase and Sale will be able to be consummated within 90 days of the Divestiture Transaction; (B) each Party shall use its commercially reasonable best efforts to ensure that the Plainridge Park Real Estate Purchase and Sale so occurs as soon as possible following consummation of the Divestiture Transaction; and (C) the revised Pinnacle Lease Amendment pursuant to clause (x) above shall provide for the payment to Pinnacle Landlord of all amounts necessary to ensure the same economic effect to GLPI and Pinnacle Landlord as if the Plainridge Real Estate Purchase and Sale, Pinnacle Lease Amendment and Divestiture Transaction were consummated substantially contemporaneously as contemplated by the Parties as of the date hereof; and

- (ii) in the event GLPI reasonably believes that the Plainridge Park Real Estate Purchase and Sale will not be able to be consummated within 90 days of the Divestiture Transaction (or any replacement transaction consented to by Pinnacle Landlord pursuant hereto), or if Pinnacle Landlord exercises its termination rights under the Plainridge Park Real Estate Sale Agreement pursuant to the terms thereof, then, in either case, Penn, GLPI and Pinnacle Landlord will cooperate to revise the Pinnacle Lease Amendment as necessary to permit the Divestiture Transaction to be consummated within the timeframe required by Section 4.01 of the Divestiture Agreement; *provided*, that such revised Pinnacle Lease Amendment shall provide for the payment to Pinnacle Landlord of all amounts necessary to ensure the same economic effect to GLPI and Pinnacle Landlord as if the Plainridge Real Estate Purchase and Sale, Pinnacle Lease Amendment and Divestiture Transaction were consummated substantially contemporaneously as contemplated by the Parties as of the date hereof.

2. Performance of Subsidiaries.

Each of GLPI, Penn and Pinnacle agrees that it shall cause, and be responsible for, the performance of any of its Subsidiaries party hereto of their obligations hereunder.

3. No Implied Waivers. The Parties hereto acknowledge and agree that except as provided herein, this Agreement shall not be construed as a waiver, release, or relinquishment by Pinnacle Landlord or Pinnacle Tenant of any of its respective rights and privileges under the Pinnacle Lease.

4. Representations by the Parties.

Each Party hereto represents and warrants to each other Party hereto as to itself as of the date hereof:

(i) Such Party is duly organized, validly existing and in good standing under the laws of its state of organization and has full power, authority and legal right to execute and deliver and to perform and observe the provisions of this Agreement.

(ii) This Agreement has been, and upon the execution thereof, such of the Exhibits as are to be executed by such Party in connection with the Transactions, will have been, duly authorized, executed and delivered by such Party, and will constitute (assuming the due authorization, execution and delivery by the other parties thereto) the valid and binding obligations of such Party enforceable against it in accordance with their respective terms subject, as to enforcement, to (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereinafter in effect affecting creditors' rights generally and (b) general principles of equity.

(iii) No consent, order, permit, license, approval or other authorization of, or registration, declaration or filing with, any Governmental Entity is required for the due execution and delivery of this Agreement by such Party.

(iv) The execution and delivery of this Agreement will not result in (A) a breach or violation of (1) any federal, state, county, municipal or other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees or injunctions of any governmental authority affecting or binding upon such Party or its business (including without limitation any permits, licenses, authorizations or regulations relating to thereto); (2) such Party's organizational documents; or (3) any agreement or instrument to which such Party is party to or by which it is bound, where such breach or violation would have a material adverse effect on the business, operations or prospects of such Party; or (B) the acceleration of any material obligation of such Party.

5. Costs. Except as may be provided in this Agreement or any Transaction Document, each Party shall bear its own costs for this Agreement and the Transactions.

6. SEC Filings. Penn and Pinnacle agree to use commercially reasonable efforts to provide GLPI with a reasonable opportunity to review and comment on the preliminary Form S-4, the Joint Proxy Statement/Prospectus and any amendments or supplements thereto in advance of filing with the SEC and consider in good faith the incorporation of any changes reasonably proposed by GLPI with respect thereto.

7. Miscellaneous Provisions.

(a) Successors and Assigns. The terms, covenants, and conditions hereof shall inure to the benefit of and be binding upon the respective Parties hereto, their successors, and permitted assigns.

(b) Notices. Notices to the Parties to this Agreement shall be in writing and shall be given to the addresses set forth below or to any other address designated in writing by the appropriate Party:

If to GLPI,

Pinnacle Landlord or

Meadows Landlord:

c/o Gaming and Leisure Properties, Inc.
845 Berkshire Blvd.
Wyomissing, Pennsylvania 19610
Attention: Chief Executive Officer
Facsimile: (610) 401-2901

with a copy to:

Goodwin Procter LLP
620 Eighth Avenue
New York, NY 10018-1405
Attention: Yoel Kranz, Esq.
Facsimile: (212) 355-3333

If to Penn:

Penn National Gaming, Inc.
825 Berkshire Boulevard, Suite 200
Wyomissing, Pennsylvania 19610
Attention: General Counsel
Facsimile: (610) 373-4966
E-mail: Carl.Sottosanti@pngaming.com

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York New York 10019
Attention: Daniel A. Neff
Gregory E. Ostling
Facsimile: (212) 403-2000
E-mail: DANeff@wlrk.com
GEOstling@wlrk.com

If to Pinnacle,

Pinnacle Tenant or

Meadows Tenant:

c/o Pinnacle Entertainment, Inc.
3980 Howard Hughes Parkway
Las Vegas, NV 89169
Attention: General Counsel
Facsimile: (702) 541-7773
E-mail: Donna.Negrotto@pnkmail.com

with a copy to: _____

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Stephen F. Arcano
Neil P. Stronski
Facsimile: (212) 735-2000
E-mail: stephen.arcano@skadden.com
neil.stronski@skadden.com

(c) Counterparts. This Agreement may be executed in any number of counterparts and by different Parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via telephone facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement. Subject to the other provisions hereof, this Agreement shall become effective when each of the Parties has received a counterpart of this Agreement executed by the other Parties to this Agreement or a copy of such executed Agreement signed in counterpart.

(d) Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party.

(e) Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

(f) Integration. This Agreement contains the entire understanding among the Parties relating to the matters set forth herein. All prior or contemporaneous agreements, understandings, representations and statements with respect to the subject matters hereof, whether direct or indirect, oral or written, are merged into and superseded by this Agreement, and shall be of no further force or effect.

(g) Cooperation of Parties. Each of the Parties agree to sign any other and further instruments and documents and take such other actions as may be reasonably necessary or proper in order to accomplish the intent of this Agreement and the Transactions, so long as the terms thereof are fully consistent with the terms of this Agreement.

(h) Specific Performance. Each Party acknowledges and agrees that each other Party hereto would be irreparably injured by a breach of this

Agreement and that monetary remedies would be inadequate to protect a non-breaching Party against any actual or threatened breach of this Agreement. Accordingly, each Party agrees that a non-breaching Party shall be entitled to equitable relief, including, without limitation, an injunction or injunctions (without the proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that no Party shall oppose the granting of such relief on the grounds that such other Party is not entitled to be granted equitable relief as a remedy hereunder. Each Party agrees that it shall waive any requirement for the security or posting of any bond in connection with any such remedy and that any such equitable remedies shall not be deemed to be the exclusive remedy for actual or threatened breaches of this Agreement but shall be in addition to all other remedies available at law or in equity to such Party. In any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs in the event that it is determined that the non-prevailing Party breached this Agreement.

(i) Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without giving effect to the principles of conflicts of laws thereof (except for Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York). Venue for any action to enforce the provisions of this Agreement shall be properly laid in any state or federal court in the Borough of Manhattan of the City of New York. Each Party hereby (a) irrevocably and unconditionally submits to the jurisdiction of any state or federal court sitting in Borough of Manhattan of the City of New York with respect to all actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to any such action or proceeding may be heard and determined in such state or federal court, (c) irrevocably and unconditionally waives any objection to the laying of venue of any such action or proceeding in any such court and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum, (d) agrees that service of any process, summons, notice or document delivered by hand or sent by U.S. registered mail to such party's address set forth above shall be effective service of process for any action or proceeding brought against such party in any such court, and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(j) Construction. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

(k) Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A	-
Exhibit B	-
Exhibit C	-
Exhibit D	-
Exhibit E	-
Exhibit F	-
Exhibit G	-
Exhibit H	-
Exhibit I	-

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the date first above written.

GAMING AND LEISURE PROPERTIES, INC.:

By: /s/ William J. Clifford
Name: William J. Clifford
Title: Senior Vice President, Chief Financial Officer and Treasurer

GOLD MERGER SUB, LLC:

By: /s/ William J. Clifford
Name: William J. Clifford
Title: Vice President and Treasurer

PA MEADOWS, LLC:

By: /s/ William J. Clifford
Name: William J. Clifford
Title: Vice President and Treasurer

WTA II, INC.:

By: /s/ William J. Clifford
Name: William J. Clifford
Title: Vice President and Treasurer

CCR PENNSYLVANIA RACING, INC.:

By: /s/ William J. Clifford
Name: William J. Clifford
Title: Vice President and Treasurer

[Signature Page to Consent Agreement]

PENN NATIONAL GAMING, INC.:

By: /s/ Timothy J. Wilmott
Name: Timothy K. Wilmott
Title: Chief Executive Officer

[Signature Page to Consent Agreement]

PINNACLE ENTERTAINMENT, INC.:

By: /s/ Anthony M. Sanfilippo
Name: Anthony M. Sanfilippo
Title: Chief Executive Officer

PINNACLE MLS, LLC:

By: /s/ Carlos A. Ruisanchez
Name: Carlos A. Ruisanchez
Title: President and Secretary

PNK DEVELOPMENT 33, LLC:

By: /s/ Carlos A. Ruisanchez
Name: Carlos A. Ruisanchez
Title: President and Secretary

[Signature Page to Consent Agreement]

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT G

EXHIBIT H

EXHIBIT I



Gaming and Leisure Properties, Inc. Announces Agreements to Accommodate the Proposed Acquisition of Pinnacle Entertainment, Inc. by Penn National Gaming, Inc.

- *Pinnacle Master Lease to be amended to allow for the sale of the operating assets of three properties*
- *GLPI to enter into a new Master Lease with Boyd Gaming to include four initial properties*
- *GLPI to acquire the real property assets of Plainridge Park Casino and Belterra Park Gaming & Entertainment*

Wyomissing, PA. - December 18, 2017 - Gaming and Leisure Properties, Inc. (NASDAQ: GLPI) today announced that the Company entered into agreements with Penn National Gaming, Inc. (NASDAQ:PENN) ("Penn"), Pinnacle Entertainment, Inc. (NASDAQ:PNK) ("Pinnacle") and Boyd Gaming Corporation (NYSE:BYD) ("Boyd") in order to accommodate the proposed acquisition of Pinnacle by Penn.

The Company has agreed to amend the Master Lease with Pinnacle to allow for the sale of the operating assets at Ameristar Casino Hotel Kansas City, Ameristar Casino Resort Spa St. Charles and Belterra Casino Resort. Boyd has entered into an agreement to acquire these operating assets and has agreed to a new Master Lease with the Company. Terms of the new Boyd Master Lease will be similar to the Company's existing leases with rent initially set at approximately \$98.1 million annually. Rent at the remaining properties in the Pinnacle Master Lease will initially be set at approximately \$284.7 million annually.

The Company has agreed to acquire the physical assets at Penn's Plainridge Park Casino and Pinnacle's Belterra Park Gaming & Entertainment for an aggregate amount of approximately \$315.2 million. Plainridge Park will be added to the Pinnacle Master Lease with annual rent of \$25.0 million, which will not be subject to any escalators or revenue reset adjustments. Belterra Park will be added to the new Boyd Master Lease with initial annual rent of approximately \$7.2 million, which will be subject to the same escalators and revenue adjustments as the other properties in that lease.

Additionally, the Master Lease with Pinnacle will be amended to include an additional \$13.9 million of annual fixed rent. This rent will not be subject to adjustment and will be excluded from the calculation of the escalator in the existing master lease. Upon completion of the transaction, the company will have Penn as its tenant under the amended Pinnacle Master Lease and also under the existing Meadows Casino lease. The existing Penn Master Lease will not be impacted by the transaction.

Chief Executive Officer, Peter M. Carlino, commented "We are pleased to partner with our two largest tenants to complete this transaction. Our total annual rent will increase by approximately \$46.1 million and we expect the transaction to be accretive for our shareholders at closing. The new Penn will be a stronger tenant with expanded geographical diversification and, with anticipated cost synergies, will have increased free cash flow at the parent level versus the current two separate tenants. Additionally, we are excited to enter into a new lease with Boyd, a highly respected owner and operator of gaming facilities in many markets, and we look forward to working alongside them on potential future opportunities."

The transaction, which is expected to be funded with a combination of debt and equity, is subject to regulatory approval and is expected to close in the second half of 2018. Upon completion of the transaction, the company anticipates its ratio of Total Debt to Adjusted EBITDA to remain under 5.0.



About Gaming and Leisure Properties

GLPI is engaged in the business of acquiring, financing, and owning real estate property to be leased to gaming operators in triple-net lease arrangements, pursuant to which the tenant is responsible for all facility maintenance, insurance required in connection with the leased properties and the business conducted on the leased properties, taxes levied on or with respect to the leased properties and all utilities and other services necessary or appropriate for the leased properties and the business conducted on the leased properties. GLPI elected to be taxed as a real estate investment trust (“REIT”) for United States federal income tax purposes commencing with the 2014 taxable year and is the first gaming-focused REIT.

Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended, including, but not limited to, statements regarding the proposed public offering. These statements can be identified by the use of forward-looking terminology such as “expects,” “believes,” “estimates,” “intends,” “may,” “will,” “should” or “anticipates” or the negative or other variation of these or similar words, or by discussions of future events, strategies or risks and uncertainties. Such forward-looking statements are inherently subject to risks, uncertainties and assumptions about GLPI and its subsidiaries, including risks related to the following: the ability to receive, or delays in obtaining, the regulatory approvals required to consummate the transactions described above, or to own and/or operate its properties, or other delays or impediments to completing GLPI’s planned acquisitions or projects; the satisfaction of the conditions to closing of each of Penn, Pinnacle and Boyd, including the timely receipt of all necessary regulatory approvals, financing and other matters, as applicable; GLPI’s ability to maintain its status as a REIT; the availability of and the ability to identify suitable and attractive acquisition and development opportunities and the ability to acquire and lease those properties on favorable terms; GLPI’s ability to access capital through debt and equity markets in amounts and at rates and costs acceptable to GLPI; changes in the U.S. tax law and other state, federal or local laws, whether or not specific to REITs or to the gaming or lodging industries; and other factors described in GLPI’s Annual Report on Form 10-K for the year ended December 31, 2016, as amended from time to time in GLPI’s other investor communications. All subsequent written and oral forward looking statements attributable to GLPI or persons acting on GLPI’s behalf are expressly qualified in their entirety by the cautionary statements included in this press release. GLPI undertakes no obligation to publicly update or revise any forward-looking statements contained or incorporated by reference herein, whether as a result of new information, future events or otherwise, except as required by law. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this press release may not occur.

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