

comparable size, quality, expertise and ability. For the years ended December 31, 2014 and 2013, CAPS received aggregate fees of \$569,468 and \$449,073, respectively.

Transitional Services Agreement

At the closing of the Internalization, we will enter a Transitional Services Agreement, pursuant to which Optima will provide us with certain services at cost to the extent such services are necessary to operate our business, including office space, employees, financial accounting services and information technology resources. Mr. Gimbel and Ms. Sichel will be dedicating a substantial majority of their time to the Company's business. Mr. Gimbel's and Ms. Sichel's compensation, including salary, bonus, if applicable, and benefits, which are set forth in employment agreements, will be incurred by the Company and will be reimbursed by Optima based on the allocation of time spent on Optima's business versus that of the Company and will be a percentage of the named executive officer's compensation as described in such officer's employment agreement, if applicable. The Company will reimburse Optima for the costs of office space, data processing support and accounting and general administrative services provide by Optima. We anticipate these costs will amount to approximately \$125,000 on an annual basis.

This agreement is terminable by us on 30 days' notice without penalty, is terminable by Optima on 6 months' written notice or upon a material breach of the agreement by us that is not cured within 20 business days and will terminate 12 months after the Internalization, unless otherwise extended or renewed. Because such personnel will also be employees of Optima, a substantial amount of their time and attention may be diverted from us. Additionally, each of Messrs. Boardman, Gimbel and Lewis are members of our Board of Directors and Messrs. Gimbel and Lewis are also members of our executive management team, and each is a partner or officer of Optima. As a result, the terms of this agreement may not be as favorable to us if they were negotiated with an unaffiliated party. We may choose not to enforce, or to enforce less vigorously, our rights under this agreement because of our desire to maintain an ongoing relationship with Optima.

Employment Agreements

We have entered into employment agreements with each of our named executive officers, effective upon the completion of the offering. The employment agreements for Mr. Gimbel and Ms. Sichel will provide for base salary and a bonus opportunity, a portion of which will be reimbursed by Optima under the Transitional Services Agreement based on the allocation of time spent on Optima's business versus that of the Company. See "Management—Executive Officer and Director Compensation—Employment Agreements/Severance Agreement."

Review and Approval of Future Transactions with Related Persons

Upon completion of this offering, we expect our Board of Directors to adopt a Related Person Transaction Approval and Disclosure Policy for the review, approval or ratification of any related person transaction. We expect this policy to provide that all related person transactions, other than a transaction for which an obligation to disclose under Item 404 of Regulation S-K (or any successor provision) arises solely from the fact that a beneficial owner of more than 5% of a class of our voting securities (or an immediate family member of any such beneficial owner) has an interest in the transaction, must be reviewed and approved by a majority of the disinterested directors on our Board of Directors in advance of us or any of our subsidiaries entering into the transaction; provided that, if we or any of our subsidiaries enter into a transaction without recognizing that such transaction constitutes a related person transaction, the approval requirement will be satisfied if such transaction is ratified by a majority of the disinterested directors on our Board of Directors promptly after we recognize that such transaction constituted a related person transaction. Disinterested directors are directors that do not have a personal financial interest in the transaction that is adverse to our financial interest or that of our stockholders. The term "related person transaction" refers to a transaction required to be disclosed by us pursuant to Item 404 of Regulation S-K (or any successor provision) promulgated by the SEC.