

OUR OPERATING PARTNERSHIP AND THE AMENDED PARTNERSHIP AGREEMENT

The following is a summary of the terms of the amended partnership agreement. Unless otherwise indicated, the following summary assumes that (i) the amended partnership agreement approved on December 15, 2014 has become effective and (ii) the Internalization is complete. While we believe that the following description covers the material terms of the amended partnership agreement, the description may not contain all of the information that is important to you. For a more complete understanding of the amended partnership agreement, we encourage you to read carefully this entire prospectus, as well as the amended partnership agreement. A copy of the amended partnership agreement will be filed as an exhibit to the registration statement of which this prospectus forms a part, and the following summary is qualified in its entirety by reference thereto.

Management

We are the sole general partner of our operating partnership, which is organized as a Delaware limited partnership. We conduct substantially all of our operations and make substantially all of our investments through our operating partnership and we have full, exclusive and complete responsibility and discretion in the management and control of our operating partnership, including the ability to cause our operating partnership to enter into certain major transactions, including acquisitions, dispositions and refinancings, make distributions to partners and to cause changes in our operating partnership's business activities. The amended partnership agreement requires that our operating partnership be operated in a manner that permits us to qualify as a REIT.

Transferability of General Partner Interests; Extraordinary Transactions

We may not voluntarily withdraw from our operating partnership or transfer or assign our interest in our operating partnership or engage in any merger, consolidation or other combination, or sale of all or substantially all of our assets except, in any such case:

- if we are the surviving entity in the transaction and our stockholders do not receive cash, securities or other property in the transaction;
- as a result of such a transaction, all limited partners (other than us), will receive for each Common Unit an amount of cash, securities and other property equal in value to the greatest amount of cash, securities and other property paid in the transaction to a holder of shares of our common stock, provided that if, in connection with the transaction, a purchase, tender or exchange offer shall have been made to and accepted by the holders of more than 50% of the outstanding shares of our common stock, each holder of Common Units (other than those held by our company or its subsidiaries) shall be given the option to exchange its Common Units for the greatest amount of cash, securities or other property that a limited partner would have received had it (i) exercised its redemption right (described below) and (ii) sold, tendered or exchanged pursuant to the offer the shares of our common stock received upon exercise of the redemption right immediately prior to the expiration of the offer;
- if (i) immediately after such a transaction, substantially all of the assets directly or indirectly owned by the surviving entity, other than a direct or indirect interest in the surviving partnership, are owned directly or indirectly by our operating partnership or another limited partnership or limited liability company which is the survivor of a merger, consolidation or combination of assets with our operating partnership; (ii) the limited partners immediately before the completion of such transaction own a percentage interest in the surviving partnership based on the relative fair market value of the net assets of our operating partnership and the other net assets of the surviving partnership immediately before the completion of such a transaction; (iii) the rights, preferences and privileges of the limited partners in the surviving partnership are at least as favorable as those in effect immediately prior to the consummation of