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As filed with the Securities and Exchange Commission on June 15, 2015

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-4
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

Wheeler Real Estate Investment Trust, Inc.

(Exact name of registrant issuer as specified in its charter)

Maryland	6798	45-2681082
(State or other jurisdiction of incorporation)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Riversedge North
2529 Virginia Beach Blvd., Suite 200
Virginia Beach, Virginia 23452
(757) 627-9088
(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

CT Corporation System
111 Eighth Avenue
New York, New York 10011
(800) 624-0909
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Bradley A. Haneberg, Esq.
Matthew B. Chmiel, Esq.
Haneberg, PLC
310 Granite Avenue
Richmond, Virginia 23226
(804) 814-2209

S. Gregory Cope, Esq.
Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd St.
Richmond, VA 23219
(804) 788-8200

Approximate date of commencement of proposed exchange offer: As soon as practicable after this Registration Statement is declared effective and all conditions to the proposed transaction have been satisfied or waived.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Number of Shares To Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee (3)
Common Stock, par value $.01 per share	20,853,250	$2.38	$49,630,735	$5,767.09

(1) This Registration Statement registers the maximum number of shares of the Registrant's common stock, par value $0.01 per share, that may be issued in connection with the exchange offer by the Registrant for all of its outstanding shares of its Series A Preferred Stock and Series B Preferred Stock.

(2) Estimated solely for purposes of the registration fee for this offering in accordance with Rule 457(c) of the Securities Act of 1933, as amended, on the basis of the average of the high and low prices of the Registrant's common stock on the Nasdaq Capital Market on June 11, 2015. The common stock is listed on the Nasdaq Capital Market under the symbol "WHLR."

(3) Calculated pursuant to Rule 457(c) based on the proposed maximum offering price.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus may change. We may not complete this exchange offer and the securities being registered may not be exchanged or distributed until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **DATED JUNE 15, 2015**

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

Offer to Exchange

Up to 20,853,250 Shares of Wheeler Real Estate Investment Trust, Inc. Common Stock for Any and All Issued and Outstanding Shares of Wheeler Real Estate Investment Trust, Inc. Series A Preferred Stock and Series B Preferred Stock, Subject to the Terms and Conditions Described in This Prospectus.

The Exchange Offer will expire at 11:59 p.m., New York City time, on July 13, 2015 unless extended or earlier terminated by us (the "Expiration Date"). You must validly tender your shares of preferred stock for exchange in the Exchange Offer on or prior to the Expiration Date to receive the Exchange Offer Consideration (as defined herein). You should carefully review the procedures for tendering shares of preferred stock beginning on page 88 of this prospectus. You may withdraw shares of preferred stock tendered in the Exchange Offer at any time prior to the Expiration Date.

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and in the related letter of transmittal (the "Exchange Offer"), up to 20,853,250 newly issued shares of our common stock, par value $0.01 per share (the "common stock"), for all properly tendered and accepted shares of our Series A Preferred Stock (the "Series A Preferred Stock") and Series B Preferred Stock (the "Series B Preferred Stock"). As used herein, the shares of Series A Preferred Stock and Series B Preferred Stock are collectively referred to as "preferred stock."

For each share of preferred stock that we accept for exchange in accordance with the terms of the Exchange Offer, we will issue a number of shares of our common stock having the aggregate dollar value (the "Exchange Value") set forth in the table below. The table below sets forth certain information regarding the series of preferred stock that are the subject of the Exchange Offer:

Exchange Offer Consideration Per Share

CUSIP	Title of Security	Liquidation Preference Per Share	Aggregate Liquidation Preference Outstanding	Common Shares Offered for Exchange Therefor (1)	Exchange Value (1)	Consideration as % of Liquidation Preference
N/A	Series A Preferred Stock	$ 1,000	$ 1,809,000	904,500	$ 2,152,710	119%
963025 309	Series B Preferred Stock	$ 25	$39,897,500	19,948,750	$47,478,025	119%

(1) The Exchange Value is equal to the number of shares of common stock offered per share of preferred stock multiplied by the last reported sale price of our common stock. Because the maximum number of shares of common stock to be issued in the Exchange Offer is fixed, changes in the trading prices of the common stock will result in the market value of the common stock you receive in exchange for tendering your shares being different than the value reflected in the table above. The last reported sale price of our common stock on the Nasdaq Capital Market on June 11, 2015 was $2.38 per share.

The Exchange Offer is subject to a number of conditions that must be satisfied or waived by us. The Exchange Offer is not conditioned on any minimum number or aggregate liquidation preference of preferred stock being tendered.

We urge you to carefully read the "Risk Factors" section of this prospectus beginning on page 14 before you make any decision regarding the Exchange Offer.

You must make your own decision whether to tender shares of preferred stock in the Exchange Offer, and, if so, the number of shares of preferred stock to tender. You should rely only on the information contained in this prospectus. Neither we nor the Dealer Managers have authorized any other person to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely upon it. Neither we, the Dealer Managers, the Information Agent, the Exchange Agent (each as defined herein) nor any other person is making any recommendation as to whether or not you should tender your preferred stock for exchange in the Exchange Offer.

Neither the Securities and Exchange Commission (the "Commission" or the "SEC"), any state securities commission nor any other regulatory body has approved or disapproved of this transaction or these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The Dealer Managers for the Exchange Offer are:

Compass Point Research & Trading, LLC

and

Maxim Group LLC

The Information Agent for the Exchange Offer is:

Georgeson, Inc.

The Exchange Agent for the Exchange Offer is:

Computershare Trust Company, N.A.

The date of this prospectus is , 2015.

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WHERE YOU CAN FIND MORE INFORMATION ABOUT WHEELER REAL ESTATE INVESTMENT TRUST, INC.

We have filed with the Commission a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "Securities Act"), to register the shares of common stock offered by this prospectus. This prospectus incorporates important business and financial information about us that is not included in or delivered with this prospectus. This prospectus does not contain all of the information included in the registration statement and the exhibits to the registration statement. We strongly encourage you to read carefully the registration statement and the exhibits to the registration statement.

Any statement made in this prospectus concerning the contents of any contract, agreement or other document is only a summary of the actual contract, agreement or other document. If we have filed any contract, agreement or other document as an exhibit to the registration statement, you should read the exhibit for a complete understanding of the document or matter involved. Each statement regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

We file annual, quarterly and current reports, proxy statements and other information with the Commission. You may read and copy any document we file with the Commission at its Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the Commission at 1-800-SEC-0330 for further information on the Public Reference Room. Copies of such materials also can be obtained by mail from the Public Reference Section of the Commission, at 100 F Street, N.E., Washington, D.C. 20549, at the prescribed rates. You may also obtain these materials from us at no cost by directing a written request to our Corporate Secretary, Robin Hanisch, at Wheeler Real Estate Investment Trust, Inc., Riversedge North, 2529 Virginia Beach Blvd., Suite 200, Virginia Beach, Virginia 23452 or at our website at www.whlr.us. Except for the documents described below, information on our website is not otherwise incorporated by reference into this prospectus. In addition, the Commission maintains a website, http://www.sec.gov, which contains reports, proxy and information statements and other information pertaining to us.

In order to ensure timely delivery of such documents, holders of our preferred stock must request this information no later than five business days before the date they must make their investment decision. Accordingly, any request for documents should be made by July 6, 2015 to ensure timely delivery of the documents prior to the Expiration Date.

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IMPORTANT CONSIDERATIONS

Certain shares of preferred stock were issued in book-entry form, and such shares are represented by global certificates issued to Cede & Co., as nominee of The Depository Trust Company ("DTC"). If your securities are book-entry securities, you may tender your shares of preferred stock by transferring them through DTC's Automated Tender Offer Program ("ATOP") or following the other procedures described under "The Exchange Offer—Procedures for Tendering."

If you hold certificated shares of preferred stock and wish to tender such shares for exchange, you must deliver to Computershare Trust Company, N.A. (the "Exchange Agent") (1) the preferred stock certificates to be exchanged, and (2) a properly completed letter of transmittal.

To tender shares of preferred stock, the Exchange Agent must receive, prior to the Expiration Date, a timely confirmation of book-entry transfer of such shares of preferred stock and an agent's message through ATOP according to the procedure for book-entry transfer described in this prospectus. If you tender shares of preferred stock under ATOP, you will agree to be bound by the letter of transmittal that we are providing with this prospectus as though you had signed the letter of transmittal. If you wish to tender shares of preferred stock that you hold in "street name" and are legally held in the name of a broker or other nominee, you should instruct your broker or other nominee to tender on your behalf.

We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC on or prior to the Expiration Date. We describe the procedures for tendering shares of preferred stock in more detail in the section of this prospectus entitled "The Exchange Offer—Procedures for Tendering."

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information that is different. You should assume that the information contained in this prospectus is accurate only as of the date of this prospectus. We are not making an offer of the common stock in any jurisdiction where such offer is not permitted.

In this prospectus, except as otherwise specified, the words "Wheeler," the "Company," "we," "our," "ours," and "us" collectively refer to Wheeler Real Estate Investment Trust, Inc. and its subsidiaries, including Wheeler REIT, L.P., a Virginia limited partnership for which Wheeler serves as sole general partner (the "Operating Partnership").

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements, including discussion and analysis of our financial condition, anticipated capital expenditures required to complete projects, amounts of anticipated cash distributions to our stockholders in the future and other matters. These forward-looking statements are not historical facts but are the intent, belief or current expectations of our management based on its knowledge and understanding of our business and industry. Forward-looking statements are typically identified by the use of terms such as "may," "will," "should," "potential," "predicts," "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," or the negative of such terms and variations of these words and similar expressions. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements.

Forward-looking statements that were true at the time made may ultimately prove to be incorrect or false. You are cautioned to not place undue reliance on forward-looking statements, which reflect our management's view only as of the date of this confidential placement memorandum. We undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results, except as required by applicable law. Factors that could cause actual results to differ materially from any forward-looking statements made in this prospectus include, among others:

- our business and investment strategy;
- our projected operating results;
- actions and initiatives of the U.S. government and changes to U.S. government policies and the execution and impact of these actions, initiatives and policies;
- the state of the U.S. economy generally or in specific geographic areas;
- economic trends and economic recoveries;
- our ability to obtain and maintain financing arrangements;
- financing and advance rates for our target assets;
- our expected leverage;
- availability of investment opportunities in real estate-related investments;
- changes in the values of our assets;
- our ability to make distributions to our stockholders in the future;
- our expected investments and investment decisions;
- changes in interest rates and the market value of our target assets;
- our ability to renew leases at amounts and terms comparable to existing lease agreements;
- our ability to proceed with potential development opportunities for us and third-parties;
- effects of hedging instruments on our target assets;
- the degree to which our hedging strategies may or may not protect us from interest rate volatility;
- impact of and changes in governmental regulations, tax law and rates, accounting guidance and similar matters;
- our ability to maintain our qualification as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code");
- our ability to maintain our exemption from registration under the Investment Company Act of 1940, as amended (the "1940 Act");

- availability of qualified personnel and management team;
- the ability of our Operating Partnership and each of our other subsidiaries organized as partnerships and limited liability companies to be classified as partnerships or disregarded entities for U.S. federal income tax purposes;
- our ability to amend our charter to increase or decrease the aggregate number of authorized shares of stock and to classify or reclassify unissued shares of our preferred stock;
- our understanding of our competition; and
- market trends in our industry, interest rates, real estate values or the general economy.

The forward-looking statements are based on our beliefs, assumptions and expectations of our future performance, taking into account all information currently available to us. You should not place undue reliance on these forward-looking statements. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us. Some of these factors are described in this prospectus under the sections entitled “Risk Factors,” “Business,” and in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” as included in our latest Annual Report on Form 10-K, as filed on March 25, 2015 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2015, as filed on May 15, 2015, each of which is incorporated by reference into this prospectus. If a change occurs, our business, financial condition, liquidity and results of operations may vary materially from those expressed in our forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise over time, and it is not possible for us to predict those events or how they may affect us. Except as required by law, we are not obligated to, and do not intend to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

QUESTIONS AND ANSWERS ABOUT THE EXCHANGE OFFER

These answers to questions that you may have as a holder of our preferred stock are highlights of selected information included elsewhere in this prospectus. To fully understand the Exchange Offer and the other considerations that may be important to your decision about whether to participate in it, you should carefully read this prospectus in its entirety.

Why are we making the Exchange Offer?

We are making this offer to improve our capital structure. Assuming a sufficient number of holders of preferred stock tender their shares at the proposed Exchange Offer Consideration (as defined below), we believe that consummation will allow us to record an increase to our tangible common stockholders' equity, which we define as our common stockholders' equity less our intangible assets. Assuming the transactions described in this prospectus are consummated, we believe that the increase in our tangible common equity capitalization and preservation of liquidity as a result of this Exchange Offer will improve our ability to operate in the current economic environment and enhance our long-term financial stability.

What shares of preferred stock are being sought in the Exchange Offer?

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and in the related letter of transmittal, any and all properly tendered and accepted shares of Series A Preferred Stock and Series B Preferred Stock for newly issued shares of our common stock. If all shares of the Series A Preferred Stock and the Series B Preferred Stock are exchanged, we will issue 20,853,250 shares of our common stock in order to settle the Exchange Offer.

What will I receive in the Exchange Offer if I tender my shares of preferred stock and they are accepted?

For each share of preferred stock of a particular series tendered and accepted for exchange we are offering the Exchange Offer Consideration set forth in the table below (the "Exchange Offer Consideration").

Exchange Offer Consideration Per Share

CUSIP	Title of Security	Liquidation Preference Per Share	Aggregate Liquidation Preference Outstanding	Common Shares Offered for Exchange Therefor (1)	Exchange Value (1)	Consideration as % of Liquidation Preference
N/A	Series A Preferred Stock	$ 1,000	$ 1,809,000	904,500	$ 2,152,710	119%
963025 309	Series B Preferred Stock	$ 25	$39,897,500	19,948,750	$47,478,025	119%

(1) The Exchange Value is equal to the number of shares of common stock offered per share of preferred stock multiplied by the last reported sale price of our common stock. Because the number of shares of common stock to be issued in the Exchange Offer is fixed, changes in the trading prices of the common stock will result in the market value of the common stock you receive in exchange for tendering your shares being different than the value reflected in the table above. The last reported sale price of our common stock on June 11, 2015, was $2.38 per share.

The Exchange Offer is not subject to any minimum number of shares or liquidation preference of preferred stock being tendered. We will not issue fractional shares of common stock upon exchange of the preferred stock in the Exchange Offer. Instead, we will pay cash for all fractional shares based upon a price per share of common stock of $2.38. See "The Exchange Offer—Fractional Shares." Your right to receive the Exchange Offer Consideration in the Exchange Offer is subject to all of the conditions set forth in this prospectus and the related letter of transmittal.

What happens to tendered shares of preferred stock that are not accepted for exchange?

If your tendered shares of preferred stock are not accepted for exchange for any reason pursuant to the terms and conditions of the Exchange Offer, such shares will be returned without expense to you or, in the case of shares of preferred stock tendered by book-entry transfer, such shares will be credited to an account maintained at DTC, designated by the participant who delivered such shares, in each case, promptly following the Expiration Date or the termination of the Exchange Offer.

Do I have a choice in whether to tender my preferred stock?

Yes. Holders of preferred stock are not required to tender their preferred stock pursuant to this prospectus. All rights and obligations under the certificates of designation pursuant to which each series of preferred stock was issued will continue with respect to the preferred stock that remains outstanding after the Expiration Date.

May I tender only a portion of the preferred stock that I hold?

Yes. You do not have to tender all of your preferred stock to participate in the Exchange Offer. You may choose to tender in the Exchange Offer all or any portion of the preferred stock that you hold.

Will the common stock to be issued in the Exchange Offer be listed for trading?

Yes. The shares of our common stock to be issued in the Exchange Offer are listed on the Nasdaq Capital Market under the symbol "WHLR."

What other rights will I lose if I tender my shares of preferred stock in the Exchange Offer?

If you validly tender your shares of preferred stock and we accept them for exchange, you will lose the rights of a holder of preferred stock with respect to those shares, which are described below in this prospectus. For example, you would lose the right to receive any accumulated and unpaid dividends in respect of the tendered shares of preferred stock as well as any dividends that in the future may be declared in respect of tendered shares of each series of preferred stock that are accepted. You would also lose the right to receive, out of assets available for distribution to our stockholders and before any distribution is made to the holders of stock ranking junior to the preferred stock (including common stock), a liquidation preference on the preferred stock, and accumulated and unpaid dividends, upon any voluntary or involuntary liquidation, winding up or dissolution of the Company. See "Description of Capital Stock."

What happens to any warrants that I own if I tender preferred stock in the Exchange Offer?

Tendering your shares of preferred stock in the Exchange Offer will not impact the amount or any other terms of the warrants you own. Your warrants will remain outstanding after the Expiration Date.

What does the Company intend to do with the shares of preferred stock that are tendered in the Exchange Offer?

Shares of preferred stock accepted for exchange by us in the Exchange Offer will be restored to the status of authorized but unissued shares of preferred stock undesignated as to series.

If I participate in the Exchange Offer, will I receive any dividends that become payable on my preferred stock prior to the settlement date, assuming I hold such preferred stock on the applicable record date?

If you hold shares of preferred stock on their applicable record dates prior to the Settlement Date, you will be issued dividends on your preferred stock in accordance with their terms.

Will I receive any accrued and unpaid dividends on shares of preferred stock that I tendered in the Exchange Offer?

Upon tendering your shares of preferred stock, you will not receive any accumulated and unpaid dividends with respect to such tendered shares of preferred stock.

Are we making a recommendation regarding whether you should tender in the Exchange Offer?

We are not making any recommendation regarding whether you should tender or refrain from tendering your preferred stock in the Exchange Offer. Accordingly, you must make your own determination as to whether to tender your preferred stock in the Exchange Offer and, if so, the number of shares of preferred stock to tender. We have not retained, and do not intend to retain, any unaffiliated representative to act solely on behalf of the holders of the preferred stock for purposes of negotiating the Exchange Offer or preparing a report concerning the fairness of the Exchange Offer. Before making your decision, we urge you to carefully read this prospectus in its entirety, including the information set forth in the "Risk Factors" section of this prospectus.

When does the Exchange Offer expire?

Unless earlier terminated by us, the Exchange Offer will expire at 11:59 p.m., New York City time, on July 13, 2015, or at such other time if this date is extended by us, unless earlier terminated by us pursuant to the terms further described below. Preferred stock tendered may be validly withdrawn at any time before the Expiration Date, but not thereafter. If a broker, dealer, commercial bank, trust company or other nominee holds your preferred stock, such nominee may have an earlier deadline for accepting the Exchange Offer. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your preferred stock to determine its deadline.

What are the conditions to the Exchange Offer?

The Exchange Offer is conditioned upon the closing conditions described in "The Exchange Offer—Conditions of the Exchange Offer." The Exchange Offer is not conditioned upon any minimum number or aggregate liquidation preference of shares of preferred stock being tendered. We may waive certain conditions of the Exchange Offer described in this prospectus prior to the Expiration Date. If any of the conditions are not satisfied or waived, we will not complete the Exchange Offer.

Under what circumstances can the Exchange Offer be extended, amended or terminated?

We reserve the right to extend the Exchange Offer for any reason or no reason at all. We also expressly reserve the right, at any time or from time to time, to amend the terms of the Exchange Offer in any respect prior to the Expiration Date. Further, we may be required by law to extend the Exchange Offer if we make a material change in the terms of the Exchange Offer or in the information contained in this prospectus or waive a material condition to the Exchange Offer. During any extension of the Exchange Offer, preferred stock that was previously tendered and not validly withdrawn will remain subject to the Exchange Offer. We reserve the right, in our sole and absolute discretion, but subject to applicable law, to terminate the Exchange Offer at any time prior to the Expiration Date if any condition to the Exchange Offer is not met. If the Exchange Offer is terminated, no shares of preferred stock will be accepted for exchange, and any shares of preferred stock that have been tendered will be promptly returned to the holder. For more information regarding our right to extend, amend or terminate the Exchange Offer, see "The Exchange Offer—Expiration Date; Extensions; Termination; Amendment."

How will I be notified if the Exchange Offer is extended, amended or terminated?

If the Exchange Offer is extended, amended or terminated, we will promptly make a public announcement thereof. For more information regarding notification of extensions, amendments or the termination of the Exchange Offer, see "The Exchange Offer—Expiration Date; Extensions; Termination; Amendment."

How do I tender shares of preferred stock in the Exchange Offer?

Please refer to "The Exchange Offer—Procedures for Tendering," beginning on page 91 of the prospectus, for a detailed description of the procedures you may follow to tender your shares of preferred stock.

Should you have any questions as to the procedures for tendering your shares of preferred stock, please call your bank, broker, custodian, trust company or other nominee or call the Information Agent (as defined below).

If I change my mind, can I withdraw my tender of preferred stock?

You may withdraw previously tendered preferred stock at any time until the Expiration Date. See "The Exchange Offer—Withdrawal of Tenders."

Will I have to pay any fees or commissions if I tender my preferred stock?

Tendering holders are not obligated to pay brokerage fees or commissions to us or to Compass Point Research & Trading, LLC and Maxim Group LLC (collectively, the "Dealer Managers"), Georgeson, Inc. (the "Information Agent") or Computershare Trust Company, N.A. (the "Exchange Agent"). If your shares of preferred stock are held through a broker or other nominee who tenders the preferred stock on your behalf, your broker may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply. See "The Exchange Offer."

What risks should I consider in deciding whether or not to tender any or all of my preferred stock?

In deciding whether to participate in the Exchange Offer, you should carefully consider the discussion of risks and uncertainties pertaining to the Exchange Offer and those affecting our businesses and an investment in our common stock, described in this section entitled "Questions and Answers About the Exchange Offer" and in the section entitled "Risk Factors."

What are the U.S. federal income tax considerations of participating in the Exchange Offer?

Please see the section of this prospectus entitled "Material U.S. Federal Income Tax Considerations". You should consult your own tax advisor for a full understanding of the tax considerations of participating in the Exchange Offer.

How will the Exchange Offer affect the trading market for the shares of preferred stock that are not acquired by the Company?

The Series A Preferred Stock is not listed on any securities exchange. The Series B Preferred Stock is listed on the Nasdaq Capital Market under the symbol "WHLRP." Depending on the number of shares of tendered preferred stock in the Exchange Offer, the trading market for the remaining preferred stock may become less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of trading in the preferred stock. In such an event, your ability to sell your preferred stock not tendered in the Exchange Offer may be impaired. See "Risk Factors—Shares of preferred stock that you continue to hold after the Exchange Offer are expected to become less liquid following the Exchange Offer."

Are any shares of preferred stock held by the Company's directors or officers?

None of our directors or executive officers beneficially holds preferred stock other than Jeffrey Zwerdling, one of our directors, who holds 14,000 shares of Series B Preferred Stock. See "Material Interests of Affiliates."

Will the Company receive any cash proceeds from the Exchange Offer?

No. The Company will not receive any cash proceeds from the Exchange Offer.

With whom may I talk if I have questions about the Exchange Offer?

If you have questions regarding the procedures for tendering in the Exchange Offer or require assistance in tendering your preferred stock, please contact the Dealer Managers, the Information Agent or the Exchange Agent listed on the back cover of this prospectus. If you would like additional copies of this prospectus, our annual, quarterly, and current reports or proxy statement, please contact either the Information Agent or our Secretary. The contact information for our Secretary is set forth in the section of this prospectus entitled "Where You Can Find More Information About Wheeler Real Estate Investment Trust, Inc." The contact information for the Dealer Managers is: Compass Point Research & Trading, LLC, 1055 Thomas Jefferson Street NW, Suite 303, Washington, DC 20007, Phone: 202-540-7300. Maxim Group LLC, 405 Lexington Avenue, 2nd Floor, New York, NY 10174, Phone: 212-895-3500. The contact information for the Exchange Agent is: Computershare Trust Company, N.A., P.O. Box 43011, Providence, RI 02940-3011, Phone: 781-575-2332, and the contact information for the Information Agent is: Georgeson, Inc., 480 Washington Blvd., 26th Floor, Jersey City, New Jersey, 07310, Phone: 866 391-7007 (toll-free), Email: Wheeler@Georgeson.com. Holders of preferred stock may also contact their brokers, dealers, commercial banks, trust companies or other nominees through whom they hold their preferred stock with questions and requests for assistance.

WE ARE NOT PROVIDING FOR GUARANTEED DELIVERY PROCEDURES, AND THEREFORE YOU MUST ALLOW SUFFICIENT TIME FOR THE NECESSARY TENDER PROCEDURES TO BE COMPLETED DURING NORMAL BUSINESS HOURS OF DTC ON OR PRIOR TO THE EXPIRATION DATE. IF YOU HOLD YOUR PREFERRED STOCK THROUGH A BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE, YOU SHOULD KEEP IN MIND THAT SUCH ENTITY MAY REQUIRE YOU TO TAKE ACTION WITH RESPECT TO THE EXCHANGE OFFER A NUMBER OF DAYS BEFORE THE EXPIRATION DATE IN ORDER FOR SUCH ENTITY TO TENDER PREFERRED STOCK ON YOUR BEHALF ON OR PRIOR TO THE EXPIRATION DATE. TENDERS NOT RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE WILL BE DISREGARDED AND HAVE NO EFFECT. IF YOUR INTEREST AS A HOLDER OF PREFERRED STOCK IS IN CERTIFICATED FORM, YOU MUST DELIVER THE PREFERRED STOCK CERTIFICATE TO BE EXCHANGED IN THE MANNER SPECIFIED IN THE ACCOMPANYING LETTER OF TRANSMITTAL AND A PROPERLY COMPLETED LETTER OF TRANSMITTAL.

SUMMARY

This summary highlights material information related to the Exchange Offer contained in this prospectus. It does not contain all of the information that you should consider before making a decision as to whether or not to participate in the Exchange Offer and is qualified in its entirety by the more detailed information included in this prospectus. You should carefully read this entire prospectus and the related letter of transmittal, before making your decision. For a more complete description of our business, see the "Business" section in this prospectus.

We are a fully-integrated, self-managed commercial real estate investment company focused on acquiring and managing income-producing retail properties with a primary focus on grocery-anchored centers. Our strategy is to opportunistically acquire and reinvigorate well-located, potentially dominant retail properties in secondary and tertiary markets that generate attractive risk-adjusted returns, with a particular emphasis on grocery-anchored retail centers. We target competitively protected properties in communities that have stable demographics and have historically exhibited favorable trends, such as strong population and income growth. We generally lease our properties to national and regional retailers that offer consumer goods and generate regular consumer traffic. We believe our tenants carry goods that are less impacted by fluctuations in the broader U.S. economy and consumers' disposable income, generating more predictable property level cash flows.

Summary of Terms of the Exchange Offer

Exchange Offer

We are offering to exchange up to 20,853,250 newly issued shares of our common stock for properly tendered and accepted shares of our Series A Preferred Stock and Series B Preferred Stock. For each share of preferred stock that we accept for exchange in accordance with the terms of the Exchange Offer, we will issue a number of shares of our common stock having the Exchange Value set forth in the table below:

Exchange Offer Consideration Per Share

CUSIP	Title of Security	Liquidation Preference Per Share	Aggregate Liquidation Preference Outstanding	Common Shares Offered for Exchange Therefor	Exchange Value	Consideration as % of Liquidation Preference
N/A	Series A Preferred Stock	$ 1,000	$ 1,809,000	904,500	$ 2,152,710	119%
963025 309	Series B Preferred Stock	$ 25	$39,897,500	19,948,750	$47,478,025	119%

The Exchange Value is equal to the number of shares of common stock multiplied by the last reported sale price of our common stock on the Nasdaq Capital Market on June 11, 2015 of $2.38 per share. Because the number of shares of common stock to be issued in the Exchange Offer is fixed, changes in the trading price of the common stock will result in the market value of the common stock you receive in exchange for tendering your shares being different than the value reflected above.

We will not issue fractional shares in the Exchange Offer, and we will issue cash in lieu of any fractional shares of our common stock.

Expiration Date

The Exchange Offer will expire at 11:59 p.m., New York City time, on July 13, 2015, unless extended or earlier terminated by us. If a broker, dealer, commercial bank, trust company or other nominee

	legally owns preferred stock, such nominee may have an earlier deadline for accepting the offer. You should promptly contact the broker, dealer, commercial bank, trust company or other nominee that holds your shares of preferred stock to determine its deadline.
Settlement Date	The settlement date in respect of any shares of preferred stock that are validly tendered prior to the Expiration Date will be approximately three business days following the Expiration Date and is anticipated to be on or about July 16, 2015. See "The Exchange Offer—Settlement Date."
Certain Consequences to Non-Tendering Holders	Shares of preferred stock not exchanged in the Exchange Offer will remain outstanding after the consummation of the Exchange Offer. The Series A Preferred Stock is not listed on any securities exchange, and there is no established trading market for the Series A Preferred Stock. The Series B Preferred Stock is listed on the Nasdaq Capital Market under the symbol "WHLRP." Depending on the number of shares of tendered preferred stock in the Exchange Offer, the trading market for the remaining preferred stock may become less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of trading in the preferred stock.
Conditions to the Exchange Offer	The Exchange Offer is conditioned upon the closing conditions described in "The Exchange Offer—Conditions of the Exchange Offer." Our offer to exchange is not subject to any minimum tender condition.
No Appraisal Rights	Holders of preferred stock will not possess appraisal rights in connection with the Exchange Offer.
Procedures for Tendering Shares of Preferred Stock	Certain shares of preferred stock were issued in book-entry form, and are currently represented by one or more global certificates held for the account of DTC. If your securities are book-entry securities, you may tender your shares of preferred stock by transferring them through ATOP or following the other procedures described under "The Exchange Offer—Procedures for Tendering." If you hold your shares of preferred stock through a bank, broker or other nominee, in order to validly tender your shares of preferred stock in the Exchange Offer, you must follow the instructions provided by your bank, broker, custodian, commercial bank, trust company or other nominee with regard to procedures for tendering, in order to enable your bank, broker, custodian, commercial bank, trust company or other nominee to comply with the procedures described below. **Beneficial owners are urged to appropriately instruct their bank, broker, custodian, commercial bank, trust company or other nominee at least five business days prior to the Expiration Date in order to allow adequate processing time for their instruction**.

In order for a bank, broker, custodian, commercial bank, trust company or other nominee to validly tender your shares of preferred stock in the Exchange Offer, such bank, broker, custodian, commercial bank, trust company or other nominee must deliver to the Exchange Agent an electronic message that will contain:

- your acknowledgment and agreement to, and agreement to be bound by, the terms of the accompanying letter of transmittal; and
- a timely confirmation of book-entry transfer of all your shares of preferred stock into the Exchange Agent's account.

Should you have any questions as to the procedures for tendering your shares of preferred stock, please call your bank, broker, custodian, trust company or other nominee or call the Information Agent.

On the date of any tender for exchange, if your interest in shares of preferred stock is in certificated form, you must do each of the following in order to validly tender for exchange:

- complete and manually sign the accompanying letter of transmittal provided by the Exchange Agent, or a facsimile of the conversion notice, and deliver the signed letter to the Exchange Agent;
- surrender the certificates for your shares of preferred stock to the Exchange Agent;
- if required, furnish appropriate endorsements and transfer documents; and
- if required, pay all transfer or similar taxes.

You may obtain copies of the required form of the letter of transmittal from the Exchange Agent. We describe the procedures for tendering shares of preferred stock in more detail in the section of this prospectus entitled "The Exchange Offer —Procedures for Tendering."

WE ARE NOT PROVIDING FOR GUARANTEED DELIVERY PROCEDURES AND THEREFORE YOU MUST ALLOW SUFFICIENT TIME FOR THE NECESSARY TENDER PROCEDURES TO BE COMPLETED DURING NORMAL BUSINESS HOURS OF DTC ON OR PRIOR TO THE EXPIRATION DATE. TENDERS NOT RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE WILL BE DISREGARDED AND WILL HAVE NO EFFECT.

IF YOUR INTEREST AS A HOLDER OF PREFERRED STOCK IS IN CERTIFICATED FORM, YOU MUST DELIVER THE PREFERRED STOCK CERTIFICATES TO BE

	EXCHANGED IN THE MANNER SPECIFIED IN THE ACCOMPANYING LETTER OF TRANSMITTAL AND A PROPERLY COMPLETED LETTER OF TRANSMITTAL.
Withdrawal Rights	You may withdraw any preferred stock tendered in the Exchange Offer at any time prior to the Expiration Date. If we decide for any reason not to accept any preferred stock tendered for exchange, the preferred stock will be returned to the registered holder at our expense promptly after the expiration or termination of the Exchange Offer. For further information regarding the withdrawal of tendered preferred stock, see "The Exchange Offer—Withdrawal of Tenders."
Return of Unaccepted Tenders	If any tendered shares of preferred stock are not accepted for payment for any reason pursuant to the terms and conditions of the Exchange Offer, such shares will be returned without expense to the tendering holder promptly following the Expiration Date or termination of the Exchange Offer.
Risk Factors	You should carefully consider all of the information set forth in this prospectus, and, in particular, you should evaluate the specific factors set forth under "Risk Factors" before deciding whether to participate in the Exchange Offer.
United States Federal Income Tax Considerations for Preferred Stockholders	For U.S. federal income tax purposes, the exchange of preferred stock for common stock will qualify as a recapitalization under Section 368(a)(1)(E) of the Code. For a discussion of the U.S. federal income tax considerations of participating preferred stockholders in the Exchange Offer, please see the section titled "Material U.S. Federal Income Tax Considerations."
Use of Proceeds	We will not receive any cash proceeds from the tender of the preferred stock pursuant to the Exchange Offer.
Brokerage Commissions	If your shares of preferred stock are held through a broker or other nominee who tenders shares of preferred stock on your behalf, your broker may charge you a commission for doing so.
Dealer Managers	Compass Point Research & Trading, LLC and Maxim Group LLC
Information Agent and Exchange Agent	Georgeson, Inc. and Computershare Trust Company, N.A., respectively
Market-Trading	The Series A Preferred Stock is not listed on any exchange. The Series B Preferred Stock is listed on the Nasdaq Capital Market under the symbol "WHLRP." The common stock is listed on the Nasdaq Capital Market under the symbol "WHLR."

Further Information	If you have questions regarding the procedures for tendering in the Exchange Offer or require assistance in tendering your shares of preferred stock, please contact the Dealer Managers, the Exchange Agent or the Information Agent. If you would like additional copies of this prospectus, our annual, quarterly, and current reports, proxy statement or other information, please contact either the Information Agent or our Secretary. The contact information for the Dealer Managers, the Exchange Agent and the Information Agent is set forth on the back cover of this prospectus. The contact information for our Secretary is set forth above under "Where You Can Find More Information About Wheeler Real Estate Investment Trust, Inc."
Regulatory Compliance	We are not aware of any material regulatory approvals necessary to complete the Exchange Offer. However, we may not complete the Exchange Offer until the registration statement, of which this prospectus forms a part, is declared effective by the Commission. See "The Exchange Offer—Regulatory Matters."

RISK FACTORS

You should carefully consider the risk factors set forth below and all of the information contained in this prospectus before deciding whether to participate in the Exchange Offer. Any of the following risks could materially and adversely affect our business, financial condition, operating results or cash flow; however, the following risks are not the only risks facing us. Additional risks that we do not yet know of or that we currently judge to be immaterial may also impair our business operations. You may lose all or part of your investment, particularly if any of the events or circumstances described in the aforementioned risks or other material event actually occurs, as our business, financial condition, or results of operations could be materially adversely affected.

Risks Related to Our Business and Operations

Construction and development projects are subject to risks that materially increase the costs of completion.

In the event that we decide to develop and construct new properties or redevelop existing properties, we will be subject to risks and uncertainties associated with construction and development. These risks include, but are not limited to, risks related to obtaining all necessary zoning, land-use, building occupancy and other governmental permits and authorizations, risks related to the environmental concerns of government entities or community groups, risks related to changes in economic and market conditions between development commencement and stabilization, risks related to construction labor disruptions, adverse weather, acts of God or shortages of materials which could cause construction delays and risks related to increases in the cost of labor and materials which could cause construction costs to be greater than projected and adversely impact the amount of our development fees or our results of operations or financial condition.

Our portfolio of properties is dependent upon regional and local economic conditions and is geographically concentrated in the Northeast, Mid-Atlantic, Southeast and Southwest, which may cause us to be more susceptible to adverse developments in those markets than if we owned a more geographically diverse portfolio.

Our properties are located in Alabama, Virginia, North Carolina, Florida, Georgia, South Carolina, West Virginia, Kentucky, Oklahoma, Tennessee and New Jersey, which exposes us to greater economic risks than if we owned a more geographically diverse portfolio. If there is a downturn in the economy in our markets, our operations and our revenue and cash available for distribution, including cash available to pay distributions to our stockholders, could be materially adversely affected. We cannot assure you that our markets will grow or that underlying real estate fundamentals will be favorable to owners and operators of retail properties. Our operations may also be affected if competing properties are built in our markets. Moreover, submarkets within any of our markets may be dependent upon a limited number of industries. Any adverse economic or real estate developments in the Mid-Atlantic, Northeast, Southeast or Southwest markets, or any decrease in demand for retail space resulting from the regulatory environment, business climate or energy or fiscal problems, could adversely impact our financial condition, results of operations, cash flow, our ability to satisfy our debt service obligations and our ability to pay distributions to our stockholders.

As of March 31, 2015, we had approximately $147.6 million of indebtedness outstanding, which may expose us to the risk of default under our debt obligations.

As of March 31, 2015, our total indebtedness was approximately $147.6 million, a substantial portion of which is guaranteed by our Operating Partnership, and we may incur additional debt to finance future acquisition and development activities. Payments of principal and interest on borrowings may leave us with insufficient cash resources to operate our properties or to pay the dividends currently contemplated or necessary to maintain our REIT qualification. Our level of debt and the limitations imposed on us by our debt agreements could have significant adverse consequences, including the following:

- our cash flow may be insufficient to meet our required principal and interest payments;

- we may be unable to borrow additional funds as needed or on favorable terms, which could, among other things, adversely affect our ability to meet operational needs;
- we may be unable to refinance our indebtedness at maturity or the refinancing terms may be less favorable than the terms of our original indebtedness;
- we may be forced to dispose of one or more of our properties, possibly on unfavorable terms or in violation of certain covenants to which we may be subject;
- we may violate financial covenants in our loan documents, which would entitle the lenders to accelerate our debt obligations; and
- our default under any loan with cross default provisions could result in a default on other indebtedness.

If any one of these events were to occur, our financial condition, results of operations, cash flow and per share trading price of our common stock could be adversely affected. Furthermore, foreclosures could create taxable income without accompanying cash proceeds, which could hinder our ability to meet the REIT distribution requirements imposed by the Code.

The majority of our properties are retail shopping centers and depend on anchor stores or major tenants to attract shoppers and could be adversely affected by the loss of, or a store closure by, one or more of these tenants.

Large, regionally or nationally recognized tenants typically anchor our properties. At any time, our tenants may experience a downturn in their business that may significantly weaken their financial condition. As a result, our tenants, including our anchor and other major tenants, may fail to comply with their contractual obligations to us, seek concessions in order to continue operations or declare bankruptcy, any of which could result in the termination of such tenants' leases and the loss of rental income attributable to the terminated leases. In addition, certain of our tenants may cease operations while continuing to pay rent, which could decrease customer traffic, thereby decreasing sales for our other tenants at the applicable retail property. In addition to these potential effects of a business downturn, mergers or consolidations among large retail establishments could result in the closure of existing stores or duplicate or geographically overlapping store locations, which could include stores at our retail properties.

Loss of, or a store closure by, an anchor or major tenant could significantly reduce our occupancy level or the rent we receive from our retail properties, and we may not have the right to re-lease vacated space or we may be unable to re-lease vacated space at attractive rents or at all. Moreover, in the event of default by a major tenant or anchor store, we may experience delays and costs in enforcing our rights as landlord to recover amounts due to us under the terms of our agreements with those parties. The occurrence of any of the situations described above, particularly if it involves an anchor tenant with leases in multiple locations, could seriously harm our performance and could adversely affect the value of the applicable retail property.

Some of the leases at our retail properties contain "co-tenancy" or "go-dark" provisions, which, if triggered, may allow tenants to pay reduced rent, cease operations or terminate their leases, any of which could adversely affect our performance or the value of the applicable retail property.

Some of the leases at our retail properties contain "co-tenancy" provisions that condition a tenant's obligation to remain open, the amount of rent payable by the tenant or the tenant's obligation to continue occupancy on certain conditions, including: (1) the presence of a certain anchor tenant or tenants; (2) the continued operation of an anchor tenant's store; and (3) minimum occupancy levels at the applicable retail property. If a co-tenancy provision is triggered by a failure of any of these or other applicable conditions, a tenant could have the right to cease operations, to terminate its lease early or to a reduction of its rent. In periods of prolonged economic decline, there is a higher than normal risk that co-tenancy provisions will be triggered as there is a higher risk of tenants closing stores or terminating leases during these periods. In addition to these co-

tenancy provisions, certain of the leases at our retail properties contain "go-dark" provisions that allow the tenant to cease operations while continuing to pay rent. This could result in decreased customer traffic at the applicable retail property, thereby decreasing sales for our other tenants at that property, which may result in our other tenants being unable to pay their minimum rents or expense recovery charges. These provisions also may result in lower rental revenue generated under the applicable leases. To the extent co-tenancy or go-dark provisions in our retail leases result in lower revenue or tenant sales or tenants' rights to terminate their leases early or to a reduction of their rent, our performance or the value of the applicable retail property could be adversely affected.

We may be unable to renew leases, lease vacant space or re-let space as leases expire, thereby increasing or prolonging vacancies, which could adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

As of March 31, 2015, leases representing approximately 10.51% of the square footage and approximately 10.52% of the annualized base rent of the properties in our portfolio will expire during the twelve months ending March 31, 2016, and an additional 4.20% of the square footage of the properties in our portfolio was available. We cannot assure you that leases will be renewed or that our properties will be re-let at net effective rental rates equal to or above the current average net effective rental rates or that substantial rent abatements, tenant improvements, early termination rights or below-market renewal options will not be offered to attract new tenants or retain existing tenants. If the rental rates for our properties decrease, our existing tenants do not renew their leases or we do not re-let a significant portion of our available space and space for which leases will expire, our financial condition, results of operations, cash flow and per share trading price of our common stock could be adversely affected.

We may be unable to identify and complete acquisitions of properties that meet our criteria, which may impede our growth and ability to pay dividends as expected.

Our business strategy involves the acquisition of income producing assets such as strip centers, neighborhood centers, grocery-anchored centers, community centers, free-standing retail properties and development properties. These activities require us to identify suitable acquisition candidates or investment opportunities that meet our criteria and are compatible with our growth strategies. We continue to evaluate the market of available properties and may attempt to acquire properties when strategic opportunities exist. However, we may be unable to acquire properties identified as potential acquisition opportunities. Our ability to acquire properties on favorable terms, or at all, may be exposed to the following significant risks:

- we may incur significant costs and divert management attention in connection with evaluating and negotiating potential acquisitions, including ones that we are subsequently unable to complete;
- even if we enter into agreements for the acquisition of properties, these agreements are subject to conditions to closing, which we may be unable to satisfy; and
- we may be unable to finance the acquisition on favorable terms or at all.

If we are unable to finance property acquisitions or acquire properties on favorable terms, or at all, our financial condition, results of operations, cash flow and per share trading price of our common stock could be adversely affected. In addition, failure to identify or complete acquisitions of suitable properties could slow our growth and hinder our ability to pay dividends as expected.

We face significant competition for acquisitions of real properties, which may reduce the number of acquisition opportunities available to us and increase the costs of these acquisitions.

The current market for acquisitions continues to be extremely competitive. This competition may increase the demand for the types of properties in which we typically invest and, therefore, reduce the number of suitable

acquisition opportunities available to us and increase the prices paid for such acquisition properties. We also face significant competition for attractive acquisition opportunities from an indeterminate number of investors, including publicly traded and privately held REITs, private equity investors and institutional investment funds, some of which have greater financial resources than we do, a greater ability to borrow funds to acquire properties and the ability to accept more risk than we can prudently manage, including risks with respect to the geographic proximity of investments and the payment of higher acquisition prices. This competition will increase if investments in real estate become more attractive relative to other forms of investment. Competition for investments may reduce the number of suitable investment opportunities available to us and may have the effect of increasing prices paid for such acquisition properties and/or reducing the rents we can charge and, as a result, adversely affecting our operating results.

Our future acquisitions may not yield the returns we expect, and we may otherwise be unable to operate these properties to meet our financial expectations, which could adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

Our future acquisitions and our ability to successfully operate the properties we acquire in such acquisitions may be exposed to the following significant risks:

- even if we are able to acquire a desired property, competition from other potential acquirers may significantly increase the purchase price;
- we may acquire properties that are not accretive to our results upon acquisition, and we may not successfully manage and lease those properties to meet our expectations;
- our cash flow may be insufficient to meet our required principal and interest payments;
- we may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties;
- we may be unable to quickly and efficiently integrate new acquisitions, particularly acquisitions of portfolios of properties, into our existing operations, and as a result our results of operations and financial condition could be adversely affected;
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates; and
- we may acquire properties subject to liabilities and without any recourse, or with only limited recourse, with respect to unknown liabilities such as liabilities for cleanup of undisclosed environmental contamination, claims by tenants, vendors or other persons dealing with the former owners of the properties, liabilities incurred in the ordinary course of business and claims for indemnification by general partners, directors, officers and others indemnified by the former owners of the properties.

If we cannot operate acquired properties to meet our financial expectations, our financial condition, results of operations, cash flow and per share trading price of our common stock could be adversely affected.

We may not be able to control our operating costs or our expenses may remain constant or increase, even if our revenues do not increase, causing our results of operations to be adversely affected.

Factors that may adversely affect our ability to control operating costs include the need to pay for insurance and other operating costs, including real estate taxes, which could increase over time, the need periodically to repair, renovate and re-lease space, the cost of compliance with governmental regulation, including zoning, environmental and tax laws, the potential for liability under applicable laws, interest rate levels and the availability of financing. If our operating costs increase as a result of any of the foregoing factors, our results of operations may be adversely affected.

The expense of owning and operating a property is not necessarily reduced when circumstances such as market factors and competition cause a reduction in income from the property. As a result, if revenues decline, we may not be able to reduce our expenses accordingly. Costs associated with real estate investments, such as real estate taxes, insurance, loan payments and maintenance, generally will not be reduced even if a property is not fully occupied or other circumstances cause our revenues to decrease. If we are unable to decrease operating costs when demand for our properties decreases and our revenues decline, our financial condition, results of operations and our ability to make distributions to our stockholders may be adversely affected.

High mortgage interest rates and/or unavailability of mortgage debt may make it difficult for us to finance or refinance properties, which could reduce the number of properties we can acquire, our net income and the amount of cash distributions we can make.

If mortgage debt is unavailable at reasonable rates, we may not be able to finance the purchase of properties. If we place mortgage debt on properties, we may be unable to refinance the properties when the loans become due, or to refinance on favorable terms. If interest rates are higher when we refinance our properties, our income could be reduced. If any of these events occur, our cash flow could be reduced. This, in turn, could reduce cash available for distribution to our stockholders and may hinder our ability to raise more capital by issuing more stock or by borrowing more money.

Mortgage debt obligations expose us to the possibility of foreclosure, which could result in the loss of our investment in a property or group of properties subject to mortgage debt.

Incurring mortgage and other secured debt obligations increases our risk of property losses because defaults on indebtedness secured by properties may result in foreclosure actions initiated by lenders and ultimately our loss of the property securing any loans for which we are in default. Any foreclosure on a mortgaged property or group of properties could adversely affect the overall value of our portfolio of properties. For tax purposes, a foreclosure on any of our properties that is subject to a nonrecourse mortgage loan would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds our tax basis in the property, we would recognize taxable income on foreclosure, but would not receive any cash proceeds, which could hinder our ability to meet the REIT distribution requirements imposed by the Code.

Failure to hedge effectively against interest rate changes may adversely affect financial condition, results of operations, cash flow and per share trading price of our common stock.

Subject to maintaining our qualification as a REIT, we may enter into hedging transactions to protect us from the effects of interest rate fluctuations on floating rate debt. We currently do not have any hedges in place. Our hedging transactions may include entering into interest rate cap agreements or interest rate swap agreements. These agreements involve risks, such as the risk that such arrangements would not be effective in reducing our exposure to interest rate changes or that a court could rule that such an agreement is not legally enforceable. In addition, interest rate hedging can be expensive, particularly during periods of rising and volatile interest rates. Hedging could reduce the overall returns on our investments. Failure to hedge effectively against interest rate changes could materially adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock. In addition, while such agreements would be intended to lessen the impact of rising interest rates on us, they could also expose us to the risk that the other parties to the agreements would not perform, we could incur significant costs associated with the settlement of the agreements or that the underlying transactions could fail to qualify as highly-effective cash flow hedges under generally accepted accounting principles in the United States of America.

Adverse economic and geopolitical conditions and dislocations in the credit markets could have a material adverse effect on our financial condition, results of operations, cash flow and per share trading price of our common stock.

Our business may be affected by market and economic challenges experienced by the U.S. economy or real estate industry as a whole, including the recent dislocations in the credit markets and general global economic downturn. These conditions, or similar conditions existing in the future, may adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock as a result of the following potential consequences, among others:

- decreased demand for retail space, which would cause market rental rates and property values to be negatively impacted;
- reduced values of our properties may limit our ability to dispose of assets at attractive prices or to obtain debt financing secured by our properties and may reduce the availability of unsecured loans; and
- our ability to obtain financing on terms and conditions that we find acceptable, or at all, may be limited, which could reduce our ability to pursue acquisition and development opportunities and refinance existing debt, reduce our returns from our acquisition and development activities and increase our future interest expense.

In addition, the economic downturn adversely affected, and may continue to adversely affect, the businesses of many of our tenants. As a result, we may see increases in bankruptcies of our tenants and increased defaults by tenants, and we may experience higher vacancy rates and delays in re-leasing vacant space, which could negatively impact our business and results of operations.

We are subject to risks that affect the general retail environment, such as weakness in the economy, the level of consumer spending, the adverse financial condition of large retailing companies and competition from discount and internet retailers, any of which could adversely affect market rents for retail space and the willingness or ability of retailers to lease space in our shopping centers.

With the exception of our Riversedge North property, which houses our offices, all of our improved properties are in the retail real estate market. This means that we are subject to factors that affect the retail sector generally, as well as the market for retail space. The retail environment and the market for retail space have been, and could continue to be, adversely affected by weakness in the national, regional and local economies, the level of consumer spending and consumer confidence, the adverse financial condition of some large retailing companies, the ongoing consolidation in the retail sector, the excess amount of retail space in a number of markets and increasing competition from discount retailers, outlet malls, internet retailers and other online businesses. Increases in consumer spending via the Internet may significantly affect our retail tenants' ability to generate sales in their stores. In addition, some of our retail tenants face competition from the expanding market for digital content and hardware. New and enhanced technologies, including new digital technologies and new web services technologies, may increase competition for certain of our retail tenants.

Any of the foregoing factors could adversely affect the financial condition of our tenants and the willingness of retailers to lease space in our shopping centers. In turn, these conditions could negatively affect market rents for retail space and could materially and adversely affect our financial condition, results of operations, cash flow, the trading price of our common shares and our ability to satisfy our debt service obligations and to pay distributions to our stockholders.

We face significant competition in the leasing market, which may decrease or prevent increases of the occupancy and rental rates of our properties.

We compete with numerous developers, owners and operators of real estate, many of which own properties similar to ours in the same submarkets in which our properties are located. If our competitors offer space at rental rates below current market rates, or below the rental rates we currently charge our tenants, we may lose existing

or potential tenants and we may be pressured to reduce our rental rates below those we currently charge or to offer more substantial rent abatements, tenant improvements, early termination rights or below-market renewal options in order to retain tenants when our tenants' leases expire. As a result, our financial condition, results of operations, cash flow and per share trading price of our common stock could be adversely affected.

We may be required to make rent or other concessions and/or significant capital expenditures to improve our properties in order to retain and attract tenants, causing our financial condition, results of operations, cash flow and per share trading price of our common stock to be adversely affected.

To the extent adverse economic conditions continue in the real estate market and demand for retail space falls, we expect that, upon expiration of leases at our properties, we may be required to make rent or other concessions to tenants, accommodate requests for renovations, build-to-suit remodeling and other improvements or provide additional services to our tenants. As a result, we may have to make significant capital or other expenditures in order to retain tenants whose leases expire and to attract new tenants in sufficient numbers. Additionally, we may need to raise capital to make such expenditures. If we are unable to do so or capital is otherwise unavailable, we may be unable to make the required expenditures. This could result in non-renewals by tenants upon expiration of their leases, which could cause an adverse effect to our financial condition, results of operations, cash flow and per share trading price of our common stock.

The actual rents we receive for the properties in our portfolio may be less than our asking rents, which could negatively impact our ability to generate cash flow growth.

As a result of various factors, including competitive pricing pressure in our submarkets, adverse conditions in the Northeast, Mid-Atlantic, Southeast and Southwest real estate markets, a general economic downturn and the desirability of our properties compared to other properties in our submarkets, we may be unable to realize the asking rents across the properties in our portfolio. In addition, the degree of discrepancy between our asking rents and the actual rents we are able to obtain may vary both from property to property and among different leased spaces within a single property. If we are unable to obtain rental rates that are on average comparable to our asking rents across our portfolio, then our ability to generate cash flow growth will be negatively impacted. In addition, depending on asking rental rates at any given time as compared to expiring leases in our portfolio, from time to time rental rates for expiring leases may be higher than starting rental rates for new leases.

We have and may continue to acquire properties or portfolios of properties through tax deferred contribution transactions, which could result in stockholder dilution and limit our ability to sell such assets.

We have and in the future we may continue to acquire properties or portfolios of properties through tax deferred contribution transactions in exchange for partnership interests in our Operating Partnership, which may result in stockholder dilution. This acquisition structure may have the effect of, among other things, reducing the amount of tax depreciation we could deduct over the tax life of the acquired properties, and may require that we agree to protect the contributors' ability to defer recognition of taxable gain through restrictions on our ability to dispose of the acquired properties and/or the allocation of partnership debt to the contributors to maintain their tax bases. These restrictions could limit our ability to sell an asset at a time, or on terms, that would be favorable absent such restrictions.

Our real estate development activities are subject to risks particular to development, such as unanticipated expenses, delays and other contingencies, any of which could adversely affect our financial condition, results of operations, cash flow and the per share trading price of our common stock.

We may engage in development and redevelopment activities with respect to certain of our properties. To the extent that we do so, we will be subject to the following risks associated with such development and redevelopment activities:

- unsuccessful development or redevelopment opportunities could result in direct expenses to us;

- construction or redevelopment costs of a project may exceed original estimates, possibly making the project less profitable than originally estimated, or unprofitable;
- time required to complete the construction or redevelopment of a project or to lease up the completed project may be greater than originally anticipated, thereby adversely affecting our cash flow and liquidity;
- contractor and subcontractor disputes, strikes, labor disputes or supply disruptions;
- failure to achieve expected occupancy and/or rent levels within the projected time frame, if at all;
- delays with respect to obtaining or the inability to obtain necessary zoning, occupancy, land use and other governmental permits, and changes in zoning and land use laws;
- occupancy rates and rents of a completed project may not be sufficient to make the project profitable;
- our ability to dispose of properties developed or redeveloped with the intent to sell could be impacted by the ability of prospective buyers to obtain financing given the current state of the credit markets; and
- the availability and pricing of financing to fund our development activities on favorable terms or at all.

These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development or redevelopment activities once undertaken, any of which could have an adverse effect on our financial condition, results of operations, cash flow and the per share trading price of our common stock.

Our success depends on key personnel whose continued service is not guaranteed, and the loss of one or more of our key personnel could adversely affect our ability to manage our business and to implement our growth strategies, or could create a negative perception in the capital markets.

Our ability to manage anticipated future growth depends, in large part, upon the efforts of key personnel, particularly Mr. Wheeler, who has experience with the market, beneficial relationships and exercises substantial influence over our operational, financing, acquisition and disposition activity. Among the reasons that Mr. Wheeler is important to our success is that he has a national and regional industry reputation that attracts business and investment opportunities and assists us in negotiations with lenders, existing and potential tenants and industry personnel. If we lose his services, our relationships with such persons could diminish.

We may be subject to on-going or future litigation, including existing claims relating to the entities that own the properties described in this prospectus and otherwise in the ordinary course of business, which could have a material adverse effect on our financial condition, results of operations, cash flow and per share trading price of our common stock.

We may be subject to on-going litigation, including existing claims relating to the entities that own the properties and operate the businesses described in this prospectus and otherwise in the ordinary course of business. Some of these claims may result in significant defense costs and potentially significant judgments against us, some of which are not, or cannot be, insured against. We generally intend to vigorously defend ourselves; however, we cannot be certain of the ultimate outcomes of currently asserted claims or of those that may arise in the future. Resolution of these types of matters against us may result in our having to pay significant fines, judgments, or settlements, which, if uninsured, or if the fines, judgments, and settlements exceed insured levels, could adversely impact our earnings and cash flows, thereby having an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our common stock. Certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could adversely impact our results of operations and cash flows, expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and directors.

On July 10, 2008, one of our subsidiaries, Perimeter Associates, LLC ("Perimeter"), sued a tenant for breach of contract, guaranty of the contract and fraud related to an executed lease. In response, on August 22, 2008, the defendant filed a counterclaim against Perimeter for breach of contract, unjust enrichment, reliance and fraud. On April 8, 2013, the court found in favor of the defendant and assessed damages against Perimeter in the amount of $13,300. On or about May 8, 2013, Perimeter appealed the judgment of the lower court to the Oklahoma Supreme Court. Subsequent to the initial judgment, the defendant's attorney applied to the court to be reimbursed for approximately $368,000 in legal fees incurred by the defendant during litigation. On July 9, 2013, the lower court awarded the defendant approximately $267,000 of the defendant's legal fees. Perimeter expects to amend its appeal with the Oklahoma Supreme Court to include the issue of the award of legal fees. We have posted bonds for both judgments and have accrued for the judgments in our financial statements as of March 31, 2015. We will continue to vigorously litigate the issues raised upon appeal.

We may not be able to rebuild our existing properties to their existing specifications if we experience a substantial or comprehensive loss of such properties.

In the event that we experience a substantial or comprehensive loss of one of our properties, we may not be able to rebuild such property to its existing specifications. Further, reconstruction or improvement of such a property would likely require significant upgrades to meet zoning and building code requirements. Environmental and legal restrictions could also restrict the rebuilding of our properties.

Potential losses may not be covered by insurance or may exceed policy limits and we could incur significant costs and lose our equity in the damaged properties.

We carry comprehensive liability insurance policies, covering all of our properties. Our insurance coverage contains policy specifications and insured limits customarily carried for similar properties and business activities. If a loss or damages are suffered at one or more of our properties, our insurer may attempt to limit or void our coverage by arguing that the loss resulted from facts or circumstances not covered by our policy. Furthermore, if we experience a loss that is uninsured or that exceeds our policy limits, we could incur significant costs and lose the capital invested in the damaged or otherwise adversely affected properties as well as the anticipated future cash flows from those properties.

We have a limited operating history as a REIT and a publicly traded company. We have limited financing sources, and we may not be able to successfully operate as a REIT or a publicly traded company.

We have a limited operating history as a REIT and a publicly traded company. We cannot assure you that the past experience of Mr. Wheeler and our management team will be sufficient to successfully operate our company as a REIT or a publicly traded company, including the requirements to timely meet disclosure requirements of the SEC, and comply with the Sarbanes-Oxley Act of 2002 and REIT requirements imposed by the Code. Failure to operate successfully as a public company or maintain our qualification as a REIT would have an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our common stock.

Additionally, we have limited financing sources. If our capital resources are insufficient to support our operations, we will not be successful. You should consider our prospects in light of the risks, uncertainties and difficulties frequently encountered by companies that are, like us, in the early stages of development. To be successful in this market, we must, among other things:

- identify and acquire additional investments that further our investment strategies;
- increase awareness of our REIT within the investment products market;
- attract, integrate, motivate and retain qualified personnel to manage our day-to-day operations; and

- respond to competition for our targeted real estate properties and other investment as well as for potential investors.

We cannot guarantee that we will succeed in achieving these goals, and our failure to do so could cause you to lose all or a portion of your investment.

Our estimated cash available for distribution is insufficient to cover our anticipated annual dividends and distributions paid from sources other than our cash flow from operations will result in us having fewer funds available for the acquisition of properties, which may adversely affect our ability to fund future distributions with cash flow from operations and may adversely affect your overall return.

Our operating cash flow currently is insufficient to cover our anticipated monthly and quarterly distributions to common stockholders and preferred stockholders. We have paid distributions from sources other than from our cash flow from operations. Until we acquire additional properties, we will not generate sufficient cash flow from operations to pay our anticipated monthly and quarterly distributions. Moreover, our board of directors may change this policy, in its sole discretion, at any time.

By funding distributions from our cash on hand or borrowings we will have less funds available for acquiring properties. As a result, the return you realize on your investment may be reduced. Funding distributions from borrowings could restrict the amount we can borrow for investments, which may affect our profitability. Funding distributions with the sale of assets or the proceeds of offerings may affect our ability to generate cash flows. Funding distributions from the sale of securities could dilute your interest in us if we sell shares of our common stock or securities convertible or exercisable into shares of our common stock to third party investors. Payment of distributions from the mentioned sources could restrict our ability to generate sufficient cash flow from operations, affect our profitability and/or affect the distributions payable to you, any or all of which may have an adverse effect on your investment.

Joint venture investments could be adversely affected by our lack of sole decision-making authority, our reliance on co-venturers' financial condition and disputes between our co-venturers and us.

We may co-invest in the future with other third parties through partnerships, joint ventures or other entities, acquiring non-controlling interests in or sharing responsibility for managing the affairs of a property, partnership, joint venture or other entity. Consequently, with respect to any such arrangement we may enter into in the future, we would not be in a position to exercise sole decision-making authority regarding the property, partnership, joint venture or other entity. Investments in partnerships, joint ventures or other entities may, under certain circumstances, involve risks not present were a third party not involved, including the possibility that partners or co-venturers might become bankrupt or fail to fund their share of required capital contributions. Partners or co-venturers may have economic or other business interests or goals which are inconsistent with our business interests or goals, and may be in a position to take actions contrary to our policies or objectives, and they may have competing interests in our markets that could create conflict of interest issues. Such investments may also have the potential risk of impasses on decisions, such as a sale, because neither we nor the partner or co-venturer would have full control over the partnership or joint venture. In addition, a sale or transfer by us to a third party of our interests in the joint venture may be subject to consent rights or rights of first refusal, in favor of our joint venture partners, which would in each case restrict our ability to dispose of our interest in the joint venture. Where we are a limited partner or non-managing member in any partnership or limited liability company, if such entity takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity. Disputes between us and partners or co-venturers may result in litigation or arbitration that would increase our expenses and prevent our officers and/or directors from focusing their time and effort on our business. Consequently, actions by or disputes with partners or co-venturers might result in subjecting properties owned by the partnership or joint venture to additional risk. In addition, we may in certain circumstances be liable for the actions of our third-party partners or co-venturers. Our joint ventures may be subject to debt and, in the current volatile credit market, the refinancing of such debt may require equity capital calls.

Site Applications, LLC ("Site Applications"), owned by Mr. Wheeler, will face conflicts of interest caused by its arrangement with us, which could result in actions that are not in the long-term best interests of our stockholders.

We use Site Applications, an entity owned by Mr. Wheeler, for smaller property improvements in exchange for a fee. As a result, we do not have the benefit of arm's length negotiations of the type normally conducted between unrelated parties with regards to fees we pay to Site Applications. Accordingly, fees we pay to Site Applications may be higher than to third-parties. We do not have an exclusive arrangement with Site Applications as they perform work for other third-parties.

Our growth depends on external sources of capital that are outside of our control and may not be available to us on commercially reasonable terms or at all, which could limit our ability, among other things, to meet our capital and operating needs or make the cash distributions to our stockholders necessary to maintain our qualification as a REIT.

In order to maintain our qualification as a REIT, we are required under the Code, among other things, to distribute annually at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain. In addition, we will be subject to income tax at regular corporate rates to the extent that we distribute less than 100% of our REIT taxable income, including any net capital gains. Because of these distribution requirements, we may not be able to fund future capital needs, including any necessary acquisition financing, from operating cash flow. Consequently, we intend to rely on third-party sources to fund our capital needs. We may not be able to obtain such financing on favorable terms or at all and any additional debt we incur will increase our leverage and likelihood of default. Our access to third-party sources of capital depends, in part, on:

- general market conditions;
- the market's perception of our growth potential;
- our current debt levels;
- our current and expected future earnings;
- our cash flow and cash distributions; and
- the market price per share of our common stock.

Recently, the capital markets have been subject to significant disruptions. If we cannot obtain capital from third-party sources, we may not be able to acquire or develop properties when strategic opportunities exist, meet the capital and operating needs of our existing properties, satisfy our debt service obligations or make the cash distributions to our stockholders necessary to maintain our qualification as a REIT.

Failure by any major tenant to make rental payments to us, because of a deterioration of its financial condition, a termination of its lease, a non-renewal of its lease or otherwise, could seriously harm our results of operations.

Approximately 35% of the base rental revenue of our properties was derived from our ten largest tenants. Our largest tenant is Food Lion, which accounted for approximately 8% of base rental revenue of our properties as of March 31, 2015. At any time, our tenants may experience a downturn in their businesses that may significantly weaken their financial condition, whether as a result of general economic conditions or otherwise. As a result, our tenants may fail to make rental payments when due, delay lease commencements, decline to extend or renew leases upon expiration or declare bankruptcy. Any of these actions could result in the termination of the tenants' leases or the failure to renew a lease and the loss of rental income attributable to the terminated leases. The occurrence of any of the situations described above could materially adversely affect our results of operations.

Lenders may require us to enter into restrictive covenants relating to our operations, which could limit our ability to make distributions to our stockholders.

In providing financing to us, a lender may impose restrictions on us that would affect our ability to incur additional debt, make certain investments, reduce liquidity below certain levels, make distributions to our stockholders and otherwise affect our distribution and operating policies. In general, we expect that our loan agreements will restrict our ability to encumber or otherwise transfer our interest in the respective property without the prior consent of the lender. Such loan documents may contain other negative covenants that may limit our ability to discontinue insurance coverage or impose other limitations. Any such restriction or limitation may limit our ability to make distributions to you. Further, such restrictions could make it difficult for us to satisfy the requirements necessary to qualify as a REIT.

Certain events may expose us to the risk of default under our debt obligations.

Portions of the documentation for certain of the loans secured by properties in our portfolio are vaguely drafted and subject to multiple interpretations, and certain of our financing activities could be interpreted to violate covenants in some of our loan agreements. To the extent a court or arbiter were to agree that those interpretations are accurate, the applicable lender could have the ability to accelerate such debt obligations. If any one of these events were to occur, our financial condition, results of operations, liquidity and trading price of our common stock could be adversely affected.

The federal government's "green lease" policies may adversely affect us.

In recent years, the federal government has instituted "green lease" policies that allow a government tenant to require leadership in energy and environmental design for commercial interiors, or LEED®-CI, certification in selecting new premises or renewing leases at existing premises. In addition, the Energy Independence and Security Act of 2007 allows the General Services Administration to prefer buildings for lease that have received an "Energy Star" label. Obtaining such certifications and labels may be costly and time consuming, but our failure to do so may result in our competitive disadvantage in acquiring new or retaining existing government tenants.

Technological developments may impact customer traffic at certain tenants' stores and ultimately sales at such stores.

We may be adversely affected by developments of new technology that may cause the business of certain of our tenants to become substantially diminished or functionally obsolete, with the result that such tenants may be unable to pay rent, become insolvent, file for bankruptcy protection, close their stores or terminate their leases. Examples of the potentially adverse effects of new technology on retail businesses include, amongst other things, the advent of online movie rentals on video stores, the effect of e-books and small screen readers on book stores, and increased sales of many products online.

Substantial recent annual increases in online sales have also caused many retailers to sell products on line on their websites with pick-ups at a store or warehouse or through deliveries. With special reference to our principal tenants, online grocery orders are available and especially useful in urban areas, but have not yet become a major factor affecting grocers in our portfolio.

Natural disasters and severe weather conditions could have an adverse impact on our cash flow and operating results.

Some of our properties could be subject to potential natural or other disasters. In addition, we may acquire properties that are located in areas that are subject to natural disasters, such as earthquakes and droughts. Properties could also be affected by increases in the frequency or severity of tornados, hurricanes or other storms, whether such increases are caused by global climate changes or other factors. The occurrence of natural disasters or severe weather conditions can increase investment costs to repair or replace damaged properties, increase

operating costs, increase future property insurance costs, and/or negatively impact the tenant demand for lease space. If insurance is unavailable to us, or is unavailable on acceptable terms, or if our insurance is not adequate to cover business interruption or losses from such events, our earnings, liquidity and/or capital resources could be adversely affected.

Risks Related to the Real Estate Industry

There are inherent risks associated with real estate investments and with the real estate industry, each of which could have an adverse impact on our financial performance and the value of our properties.

Real estate investments are subject to various risks and fluctuations and cycles in value and demand, many of which are beyond our control. Our financial performance and the value of our properties can be affected by many of these factors, including the following:

- adverse changes in financial conditions of buyers, sellers and tenants of our properties, including bankruptcies, financial difficulties or lease defaults by our tenants;
- the national, regional and local economy, which may be negatively impacted by concerns about increasing interest rates, inflation, deflation and government deficits, high unemployment rates, decreased consumer confidence, industry slowdowns, reduced corporate profits, liquidity concerns in our markets and other adverse business concerns;
- local real estate conditions, such as an oversupply of, or a reduction in, demand for retail space and the availability and creditworthiness of current and prospective tenants;
- vacancies or ability to rent retail space on favorable terms, including possible market pressures to offer tenants rent abatements, tenant improvements, early termination rights or below-market renewal options;
- changes in operating costs and expenses, including, without limitation, increasing labor and material costs, insurance costs, energy prices, environmental restrictions, real estate taxes and costs of compliance with laws, regulations and government policies, which we may be restricted from passing on to our tenants;
- fluctuations in interest rates, which could adversely affect our ability, or the ability of buyers and tenants of our properties, to obtain financing on favorable terms or at all;
- competition from other real estate investors with significant capital, including other real estate operating companies, publicly traded REITs and institutional investment funds;
- inability to refinance our indebtedness, which could result in a default on our obligation;
- the convenience and quality of competing retail properties;
- inability to collect rent from tenants;
- our ability to secure adequate insurance;
- our ability to secure adequate management services and to maintain our properties;
- changes in, and changes in enforcement of, laws, regulations and governmental policies, including, without limitation, health, safety, environmental, zoning and tax laws, government fiscal policies and the Americans with Disabilities Act of 1990 (the "ADA"); and
- civil unrest, acts of war, terrorist attacks and natural disasters, including earthquakes, wind damage and floods, which may result in uninsured and underinsured losses.

In addition, because the yields available from equity investments in real estate depend in large part on the amount of rental income earned, as well as property operating expenses and other costs incurred, a period of economic slowdown or recession, or declining demand for real estate, or the public perception that any of these events may

occur, could result in a general decline in rents or an increased incidence of defaults among our existing leases, and, consequently, our properties, including any held by joint ventures, may fail to generate revenues sufficient to meet operating, debt service and other expenses. As a result, we may have to borrow amounts to cover fixed costs, and our financial condition, results of operations, cash flow, per share market price of our common stock and ability to satisfy our principal and interest obligations and to make distributions to our stockholders may be adversely affected.

Our performance and value are subject to risks associated with real estate assets and the real estate industry, including local oversupply, reduction in demand or adverse changes in financial conditions of buyers, sellers and tenants of properties, which could decrease revenues or increase costs, which would adversely affect our financial condition, results of operations, cash flow and the per share trading price of our common stock.

Our ability to pay expected dividends to our stockholders depends on our ability to complete future acquisitions as well as our ability to generate revenues in excess of expenses, scheduled principal payments on debt and capital expenditure requirements. Events and conditions generally applicable to owners and operators of real property that are beyond our control may decrease cash available for distribution and the value of our properties. These events include many of the risks set forth above under "—Risks Related to Our Business and Operations," as well as the following:

- local oversupply or reduction in demand for retail space;
- adverse changes in financial conditions of buyers, sellers and tenants of properties;
- vacancies or our inability to rent space on favorable terms, including possible market pressures to offer tenants rent abatements, tenant improvements, early termination rights or below-market renewal options, and the need to periodically repair, renovate and re-let space;
- increased operating costs, including insurance premiums, utilities, real estate taxes and state and local taxes;
- civil unrest, acts of war, terrorist attacks and natural disasters, including earthquakes and floods, which may result in uninsured or underinsured losses;
- decreases in the underlying value of our real estate;
- changing submarket demographics; and
- changing traffic patterns.

In addition, periods of economic downturn or recession, rising interest rates or declining demand for real estate, or the public perception that any of these events may occur, could result in a general decline in rents or an increased incidence of defaults under existing leases, which would adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

Illiquidity of real estate investments could significantly impede our ability to respond to adverse changes in the performance of our properties and harm our financial condition.

The real estate investments made, and to be made, by us are relatively difficult to sell quickly. As a result, our ability to promptly sell one or more properties in our portfolio in response to changing economic, financial and investment conditions is limited. Return of capital and realization of gains, if any, from an investment generally will occur upon disposition or refinancing of the underlying property. We may be unable to realize our investment objectives by sale, other disposition or refinancing at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy. In particular, our ability to dispose of one or more properties within a specific time period is subject to weakness in or even the lack of an established market for a property, changes in the financial condition or prospects of prospective purchasers, changes in national or international economic conditions, such as the current economic downturn, and changes in laws, regulations or fiscal policies of jurisdictions in which the property is located.

In addition, the Code imposes restrictions on a REIT's ability to dispose of properties that are not applicable to other types of real estate companies. In particular, the tax laws applicable to REITs effectively require that we hold our properties for investment, rather than primarily for sale in the ordinary course of business, which may cause us to forego or defer sales of properties that otherwise would be in our best interest. Therefore, we may not be able to vary our portfolio in response to economic or other conditions promptly or on favorable terms, which may adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

Our property taxes could increase due to property tax rate changes or reassessment, which would adversely impact our cash flows.

Although we believe we qualify as a REIT for U.S. federal income tax purposes, we will be required to pay some state and local taxes on our properties. The real property taxes on our properties may increase as property tax rates change or as our properties are assessed or reassessed by taxing authorities. The amount of property taxes we pay in the future may increase substantially from what we have paid in the past. If the property taxes we pay increase, our cash flow would be adversely impacted, and our ability to pay any expected dividends to our stockholders could be adversely affected.

Our properties may contain asbestos or develop harmful mold, which could lead to liability for adverse health effects and costs of remediating the problem, which could adversely affect the value of the affected property and our ability to make distributions to our stockholders.

We are required by federal regulations with respect to our properties to identify and warn, via signs and labels, of potential hazards posed by workplace exposure to installed asbestos-containing materials ("ACMs"), and potential ACMs. We may be subject to an increased risk of personal injury lawsuits by workers and others exposed to ACMs and potential ACMs at our properties as a result of these regulations. The regulations may affect the value of any of our properties containing ACMs and potential ACMs. Federal, state and local laws and regulations also govern the removal, encapsulation, disturbance, handling and disposal of ACMs and potential ACMs when such materials are in poor condition or in the event of construction, remodeling, renovation or demolition of a property.

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing because exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions.

The presence of ACMs or significant mold at any of our properties could require us to undertake a costly remediation program to contain or remove the ACMs or mold from the affected property. In addition, the presence of ACMs or significant mold could expose us to claims of liability to our tenants, their or our employees, and others if property damage or health concerns arise.

Acquired properties may be located in new markets where we may face risks associated with investing in an unfamiliar market.

We may acquire properties in markets that are new to us. When we acquire properties located in new markets, we may face risks associated with a lack of market knowledge or understanding of the local economy, forging new business relationships in the area and unfamiliarity with local government and permitting procedures. We work to mitigate such risks through extensive diligence and research and associations with experienced service providers. However, there can be no guarantee that all such risks will be eliminated.

We may acquire properties with lock-out provisions, or agree to such provisions in connection with obtaining financing, which may prohibit us from selling or refinancing a property during the lock-out period.

We may acquire properties in exchange for common units of our Operating Partnership and agree to restrictions on sales or refinancing, called "lock-out" provisions, which are intended to preserve favorable tax treatment for the owners of such properties who sell them to us. In addition, we may agree to lock-out provisions in connection with obtaining financing for the acquisition of properties. Lock-out provisions could materially restrict us from selling, otherwise disposing of or refinancing properties. These restrictions could affect our ability to turn our investments into cash and thus affect cash available for distributions to our stockholders. Lock-out provisions could impair our ability to take actions during the lock-out period that would otherwise be in the best interests of our stockholders and, therefore, could adversely impact the market value of our common stock. In particular, lock-out provisions could preclude us from participating in major transactions that could result in a disposition of our assets or a change in control even though that disposition or change in control might be in the best interests of our stockholders.

As an owner of real estate, we could incur significant costs and liabilities related to environmental matters.

Under various federal, state and local laws and regulations relating to the environment, as a current or former owner or operator of real property, we may be liable for costs and damages resulting from the presence or discharge of hazardous or toxic substances, waste or petroleum products at, on, in, under or migrating from such property, including costs to investigate, clean up such contamination and liability for harm to natural resources. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such contamination, and the liability may be joint and several. These liabilities could be substantial and the cost of any required remediation, removal, fines or other costs could exceed the value of the property and/or our aggregate assets. In addition, the presence of contamination or the failure to remediate contamination at our properties may expose us to third-party liability for costs of remediation and/or personal or property damage or materially adversely affect our ability to sell, lease or develop our properties or to borrow using the properties as collateral. In addition, environmental laws may create liens on contaminated sites in favor of the government for damages and costs it incurs to address such contamination. Moreover, if contamination is discovered on our properties, environmental laws may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require substantial expenditures.

Additionally, we possess Phase I Environmental Site Assessments for all of the properties in our portfolio. However, the assessments are limited in scope (e.g., they do not generally include soil sampling, subsurface investigations, hazardous materials surveys or lead-based paint inspections or asbestos inspections) and may have failed to identify all environmental conditions or concerns. Furthermore, the Phase I Environmental Site Assessment reports for all of the properties in our portfolio are limited to the information available to the licensed site professional at the time of the investigation, and, as such, may not disclose all potential or existing environmental contamination liabilities at the properties in our portfolio arising after the date of such investigation. As a result, we could potentially incur material liability for these issues, which could adversely impact our financial condition, results of operations, cash flow and the per share trading price of our common stock. Some of the Phase I Environmental Site Assessments in our possession indicate the possibility of lead-based paint and asbestos containing materials located on and within buildings on some of our properties and polychlorinated biphenyl-containing electrical transformers located or adjacent to some of our properties. However, management believes that the potential liabilities resulting from removing these items would be immaterial.

As the owner of the buildings on our properties, we could face liability for the presence of hazardous materials (e.g., asbestos or lead) or other adverse conditions (e.g., poor indoor air quality) in our buildings. Environmental laws govern the presence, maintenance, and removal of hazardous materials in buildings, and if we do not comply with such laws, we could face fines for such noncompliance. Also, we could be liable to third parties (e.g., occupants of the buildings) for damages related to exposure to hazardous materials or adverse

conditions in our buildings, and we could incur material expenses with respect to abatement or remediation of hazardous materials or other adverse conditions in our buildings. In addition, some of our tenants routinely handle and use hazardous or regulated substances and wastes as part of their operations at our properties, which are subject to regulation. Such environmental and health and safety laws and regulations could subject us or our tenants to liability resulting from these activities. Environmental liabilities could affect a tenant's ability to make rental payments to us, and changes in laws could increase the potential liability for noncompliance. This may result in significant unanticipated expenditures or may otherwise materially and adversely affect our operations, or those of our tenants, which could in turn have an adverse effect on us.

We cannot assure you that costs or liabilities incurred as a result of environmental issues will not affect our ability to make distributions to you or that such costs or other remedial measures will not have an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our common stock. If we do incur material environmental liabilities in the future, we may face significant remediation costs, and we may find it difficult to sell any affected properties.

We may incur significant costs complying with various federal, state and local laws, regulations and covenants that are applicable to our properties.

The properties in our portfolio are subject to various covenants and federal, state and local laws and regulatory requirements, including permitting and licensing requirements. Local regulations, including municipal or local ordinances, zoning restrictions and restrictive covenants imposed by community developers may restrict our use of our properties and may require us to obtain approval from local officials or restrict our use of our properties and may require us to obtain approval from local officials of community standards organizations at any time with respect to our properties, including prior to acquiring a property or when undertaking renovations of any of our existing properties. Among other things, these restrictions may relate to fire and safety, seismic or hazardous material abatement requirements. There can be no assurance that existing laws and regulatory policies will not adversely affect us or the timing or cost of any future acquisitions or renovations, or that additional regulations will not be adopted that increase such delays or result in additional costs. Our growth strategy may be affected by our ability to obtain permits, licenses and zoning relief. Our failure to obtain such permits, licenses and zoning relief or to comply with applicable laws could have an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our common stock.

In addition, federal and state laws and regulations, including laws such as the ADA and the Fair Housing Amendment Act of 1988 (the "FHAA"), impose further restrictions on our properties and operations. Under the ADA and the FHAA, all public accommodations must meet federal requirements related to access and use by disabled persons. Some of our properties may currently be in non-compliance with the ADA or the FHAA. If one or more of the properties in our portfolio is not in compliance with the ADA, the FHAA or any other regulatory requirements, we may be required to incur additional costs to bring the property into compliance and we might incur governmental fines or the award of damages to private litigants. In addition, we do not know whether existing requirements will change or whether future requirements will require us to make significant unanticipated expenditures that will adversely impact our financial condition, results of operations, cash flow and per share trading price of our common stock.

Risks Related to Our Organization Structure

Conflicts of interest may exist or could arise in the future between the interests of our stockholders and the interests of holders of units in our Operating Partnership, which may impede business decisions that could benefit our stockholders.

Conflicts of interest may exist or could arise in the future as a result of the relationships between us and our affiliates, on the one hand, and our Operating Partnership or any partner thereof, on the other. Our directors and officers have duties to our company under Maryland law in connection with their management of our company. At the same time, we, as the general partner of our Operating Partnership, have fiduciary duties and obligations

to our Operating Partnership and its limited partners under Virginia law and the partnership agreement of our Operating Partnership (the "Partnership Agreement") in connection with the management of our Operating Partnership. Our fiduciary duties and obligations as the general partner of our Operating Partnership may come into conflict with the duties of our directors and officers to our company.

Under Virginia law, a general partner of a Virginia limited partnership has fiduciary duties of loyalty and care to the partnership and its partners and must discharge its duties and exercise its rights as general partner under the Partnership Agreement or Virginia law consistently with the obligation of good faith and fair dealing. The Partnership Agreement provides that, in the event of a conflict between the interests of our Operating Partnership or any partner, on the one hand, and the separate interests of our company or our stockholders, on the other hand, we, in our capacity as the general partner of our Operating Partnership, are under no obligation not to give priority to the separate interests of our company or our stockholders, and that any action or failure to act on our part or on the part of our directors that gives priority to the separate interests of our company or our stockholders that does not result in a violation of the contract rights of the limited partners of the Operating Partnership under its Partnership Agreement does not violate the duty of loyalty that we, in our capacity as the general partner of our Operating Partnership, owe to the Operating Partnership and its partners.

Additionally, the Partnership Agreement provides that we will not be liable to the Operating Partnership or any partner for monetary damages for losses sustained, liabilities incurred or benefits not derived by the Operating Partnership or any limited partner, except for liability for our intentional harm or gross negligence. Our Operating Partnership must indemnify us, our directors and officers, officers of our Operating Partnership and our designees from and against any and all claims that relate to the operations of our Operating Partnership, unless (1) an act or omission of the person was material to the matter giving rise to the action and either was committed in bad faith or was the result of active and deliberate dishonesty, (2) the person actually received an improper personal benefit in violation or breach of the Partnership Agreement or (3) in the case of a criminal proceeding, the indemnified person had reasonable cause to believe that the act or omission was unlawful. Our Operating Partnership must also pay or reimburse the reasonable expenses of any such person upon its receipt of a written affirmation of the person's good faith belief that the standard of conduct necessary for indemnification has been met and a written undertaking to repay any amounts paid or advanced if it is ultimately determined that the person did not meet the standard of conduct for indemnification. Our Operating Partnership will not indemnify or advance funds to any person with respect to any action initiated by the person seeking indemnification without our approval (except for any proceeding brought to enforce such person's right to indemnification under the Partnership Agreement) or if the person is found to be liable to our Operating Partnership on any portion of any claim in the action.

We may pursue less vigorous enforcement of terms of the contribution and subscription agreements or purchase and sale agreements with members of our management and our affiliates because of our dependence on them and conflicts of interest.

Mr. Wheeler has in the past and may in the future be a party, whether directly or indirectly, to contribution and subscription agreements or purchase and sale agreements with us pursuant to which we acquired or will acquire interests in properties and assets. In addition, our other executive officers are parties to employment agreements with us. We may choose not to enforce, or to enforce less vigorously, our rights under these agreements because of our desire to maintain our ongoing relationships with members of our management and their affiliates, which could negatively impact our stockholders.

Our board of directors may change our investment and financing policies without stockholder approval and we may become more highly leveraged, which may increase our risk of default under our debt obligations.

Our investment and financing policies are exclusively determined by our board of directors. Accordingly, our stockholders do not control these policies. Further, while our board of directors will review our ratio of debt to total capital on a quarterly basis, with the goal of maintaining a reasonable rate consistent with our expected

ratio of debt to total market capitalization going forward, our charter and bylaws do not limit the amount or percentage of indebtedness, funded or otherwise, that we may incur. Our board of directors may alter or eliminate our current policy on borrowing at any time without stockholder approval. If this policy changed, we could become more highly leveraged, which could result in an increase in our debt service. Higher leverage also increases the risk of default on our obligations. In addition, a change in our investment policies, including the manner in which we allocate our resources across our portfolio or the types of assets in which we seek to invest, may increase our exposure to interest rate risk, real estate market fluctuations and liquidity risk. Changes to our policies with regard to the foregoing could adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

Our rights and the rights of our stockholders to take action against our directors and officers are limited.

As permitted by Maryland law, our charter eliminates the liability of our directors and officers to us and our stockholders for money damages, except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- a final judgment based upon a finding of active and deliberate dishonesty by the director or officer that was material to the cause of action adjudicated.

As a result, we and our stockholders may have more limited rights against our directors and officers than might otherwise exist. Accordingly, in the event that actions taken in good faith by any of our directors or officers impede the performance of our company, your ability to recover damages from such director or officer will be limited.

We are a holding company with no direct operations and, as such, we will rely on funds received from our Operating Partnership to pay liabilities, and the interests of our stockholders will be structurally subordinated to all liabilities and obligations of our Operating Partnership and its subsidiaries.

We are a holding company and will conduct substantially all of our operations through our Operating Partnership. We do not have, apart from an interest in our Operating Partnership, any independent operations. As a result, we will rely on distributions from our Operating Partnership to pay any dividends we might declare on shares of our common stock. We will also rely on distributions from our Operating Partnership to meet any of our obligations, including any tax liability on taxable income allocated to us from our Operating Partnership. In addition, because we are a holding company, your claims as stockholders will be structurally subordinated to all existing and future liabilities and obligations (whether or not for borrowed money) of our Operating Partnership and its subsidiaries. Therefore, in the event of our bankruptcy, liquidation or reorganization, our assets and those of our Operating Partnership and its subsidiaries will be available to satisfy the claims of our stockholders only after all of our and our Operating Partnership's and our other subsidiaries' liabilities and obligations have been paid in full.

Our Operating Partnership may issue additional partnership units to third parties without the consent of our stockholders, which would reduce our ownership percentage in our Operating Partnership and would have a dilutive effect on the amount of distributions made to us by our Operating Partnership and, therefore, the amount of distributions we can make to our stockholders.

As of March 31, 2015, we own 83.47% of the outstanding common units of our Operating Partnership, and we may, in connection with our acquisition of properties or otherwise, issue additional partnership units to third parties. Such issuances would reduce our ownership percentage in our Operating Partnership and affect the amount of distributions made to us by our Operating Partnership and, therefore, the amount of distributions we can make to our stockholders. Because you will not directly own partnership units, you will not have any voting rights with respect to any such issuances or other partnership level activities of our Operating Partnership.

Loss of our exemption from regulation pursuant to the 1940 Act would adversely affect us.

We conduct our business so as not to become regulated as an investment company under the 1940 Act in reliance on the exemption provided by Section 3(c)(5)(C) of the 1940 Act. Section 3(c)(5)(C), as interpreted by the staff of the SEC, requires that: (i) at least 55% of our investment portfolio consist of "mortgages and other liens on and interest in real estate," or "qualifying real estate interests," and (ii) at least 80% of our investment portfolio consist of qualifying real estate interests plus "real estate-related assets." If we fail to qualify for an exemption from registration as an investment company or an exclusion from the definition of an investment company, our ability to use leverage would be substantially reduced. Our business will be materially and adversely affected if we fail to qualify for this exemption from regulation pursuant to the 1940 Act.

Upon the sale of any individual property, holders of preferred stock do not have a priority over holders of our common stock regarding return of capital.

Holders of our preferred stock do not have a right to receive a return of capital prior to holders of our common stock upon the individual sale of a property. Depending on the price at which such property is sold, it is possible that holders of our common stock will receive a return of capital prior to the holders of our preferred stock, provided that any accrued but unpaid dividends have been paid in full to holders of preferred stock. It is also possible that holders of our common stock will receive additional distributions from the sale of a property (in excess of their capital attributable to the asset sold) before the holders of preferred stock receive a return of their capital.

Shares of our common stock are subordinate to shares of our preferred stock as to dividend rights, and rights upon liquidation.

Our preferred stock ranks senior to our common stock with regards to dividend payments and rights upon our liquidation, dissolution or winding up of our affairs. In the event our business fails to generate sufficient cash flow from operations or future borrowings are not available to us, we may not have sufficient proceeds to make distributions to our common stock holders after distributions have been made to holders of our preferred stock. In addition, if we are forced to liquidate our assets to pay our creditors, we may not have sufficient assets to make distributions on any or all of the common stock then outstanding.

Risks Related to Our Status as a REIT

Failure to qualify as a REIT would have significant adverse consequences to us and the value of our common stock.

We have elected to be taxed, and we operate in a manner that will allow us to qualify, as a REIT for U.S. federal income tax purposes. We have not requested, and do not plan to request, a ruling from the Internal Revenue Service (the "IRS") that we qualify as a REIT, and the statements in this prospectus are not binding on the IRS or any court. Therefore, we cannot assure you that we qualify as a REIT, or that we will remain qualified as such in the future. If we lose our REIT status, we will face serious tax consequences that would substantially reduce the funds available for distribution to you for each of the years involved because:

- we would not be allowed a deduction for distributions to stockholders in computing our taxable income and would be subject to U.S. federal income tax at regular corporate rates;
- we also could be subject to the federal alternative minimum tax and possibly increased state and local taxes; and
- unless we are entitled to relief under applicable statutory provisions, we could not elect to be taxed as a REIT for five taxable years following the year during which we were disqualified.

Any such corporate tax liability could be substantial and would reduce our cash available for, among other things, our operations and distributions to stockholders. In addition, if we fail to qualify as a REIT, we will not be required to make distributions to our stockholders. As a result of all these factors, our failure to qualify as a REIT also could impair our ability to expand our business and raise capital, and could materially and adversely affect the value of our common stock.

Qualification as a REIT involves the application of highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. The complexity of these provisions and of the applicable Treasury regulations that have been promulgated under the Code, or the Treasury Regulations, is greater in the case of a REIT that, like us, holds its assets through a partnership. The determination of various factual matters and circumstances not entirely within our control may affect our ability to qualify as a REIT. In order to qualify as a REIT, we must satisfy a number of requirements, including requirements regarding the ownership of our stock, requirements regarding the composition of our assets and a requirement that at least 95% of our gross income in any year must be derived from qualifying sources, such as "rents from real property." Also, we must make distributions to stockholders aggregating annually at least 90% of our REIT taxable income, excluding net capital gains. In addition, legislation, new regulations, administrative interpretations or court decisions may materially adversely affect our investors, our ability to qualify as a REIT for U.S. federal income tax purposes or the desirability of an investment in a REIT relative to other investments.

Even if we continue to qualify as a REIT for U.S. federal income tax purposes, we may be subject to some federal, state and local income, property and excise taxes on our income or property and, in certain cases, a 100% penalty tax, in the event we sell property as a dealer. In addition, our taxable REIT subsidiaries will be subject to tax as regular corporations in the jurisdictions they operate.

If our Operating Partnership fails to continue to qualify as a partnership for U.S. federal income tax purposes, we would cease to qualify as a REIT and suffer other adverse consequences.

We believe that our Operating Partnership will continue to be treated as a partnership for U.S. federal income tax purposes. As a partnership, our Operating Partnership will not be subject to U.S. federal income tax on its income. Instead, each of its partners, including us, will be allocated, and may be required to pay tax with respect to, its share of our Operating Partnership's income. We cannot assure you, however, that the IRS will not challenge the status of our Operating Partnership or any other subsidiary partnership in which we own an interest as a partnership for U.S. federal income tax purposes, or that a court would not sustain such a challenge. If the IRS were successful in treating our Operating Partnership or any such other subsidiary partnership as an entity taxable as a corporation for U.S. federal income tax purposes, we would fail to meet the gross income tests and certain of the asset tests applicable to REITs and, accordingly, we would likely cease to continue to qualify as a REIT. Also, the failure of our Operating Partnership or any subsidiary partnerships to continue to qualify as a partnership could cause it to become subject to federal and state corporate income tax, which would reduce significantly the amount of cash available for debt service and for distribution to its partners, including us.

To maintain our REIT status, we may be forced to borrow funds during unfavorable market conditions, and the unavailability of such capital on favorable terms at the desired times, or at all, may cause us to curtail our investment activities and/or to dispose of assets at inopportune times, which could adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

To continue to qualify as a REIT, we generally must distribute to our stockholders at least 90% of our REIT taxable income each year, excluding net capital gains, and we will be subject to regular corporate income taxes to the extent that we distribute less than 100% of our REIT taxable income each year. In addition, we will be subject to a 4% nondeductible excise tax on the amount, if any, by which distributions paid by us in any calendar year are less than the sum of 85% of our ordinary income, 95% of our capital gain net income and 100% of our undistributed income from prior years. In order to maintain our REIT status and avoid the payment of income and excise taxes, we may need to borrow funds to meet the REIT distribution requirements even if the then

prevailing market conditions are not favorable for these borrowings. These borrowing needs could result from, among other things, differences in timing between the actual receipt of cash and inclusion of income for U.S. federal income tax purposes, or the effect of non-deductible capital expenditures, the creation of reserves or required debt or amortization payments. These sources, however, may not be available on favorable terms or at all. Our access to third-party sources of capital depends on a number of factors, including the market's perception of our growth potential, our current debt levels, the market price of our common stock, and our current and potential future earnings. We cannot assure you that we will have access to such capital on favorable terms at the desired times, or at all, which may cause us to curtail our investment activities and/or to dispose of assets at inopportune times, and could adversely affect our financial condition, results of operations, cash flow and per share trading price of our common stock.

We may in the future choose to pay dividends in our common stock, in which case you may be required to pay tax in excess of the cash you receive.

We may distribute taxable dividends that are payable in our common stock. Taxable stockholders receiving such dividends will be required to include the full amount of the dividend as ordinary income to the extent of our current and accumulated earnings and profits for U.S. federal income tax purposes. As a result, a U.S. stockholder may be required to pay tax with respect to such dividends in excess of the cash received. If a U.S. stockholder sells the stock it receives as a dividend in order to pay this tax, the sales proceeds may be less than the amount included in income with respect to the dividend, depending on the market price of our stock at the time of the sale. For more information on the tax consequences of distributions with respect to our common stock, see "Material U.S. Federal Income Tax Considerations." Furthermore, with respect to non-U.S. stockholders, we may be required to withhold U.S. tax with respect to such dividends, including in respect of all or a portion of such dividend that is payable in stock. In addition, if a significant number of our stockholders determine to sell shares of our stock in order to pay taxes owed on dividends, such sales may have an adverse effect on the per share trading price of our common stock.

Dividends payable by REITs do not qualify for the reduced tax rates available for some dividends.

The maximum tax rate applicable to income from "qualified dividends" payable to U.S. stockholders that are individuals, trusts and estates is 20%. Dividends payable by REITs, however, generally are not eligible for the 20% rate. Although these rules do not adversely affect the taxation of REITs or dividends payable by REITs, to the extent that the 20% rate continues to apply to regular corporate qualified dividends, investors who are individuals, trusts and estates may perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends, which could adversely affect the value of the shares of REITs, including the per share trading price of our common stock.

The tax imposed on REITs engaging in "prohibited transactions" may limit our ability to engage in transactions that would be treated as sales for U.S. federal income tax purposes.

A REIT's net income from prohibited transactions is subject to a 100% excise tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. Although we do not intend to hold any properties that would be characterized as held for sale to customers in the ordinary course of our business, unless a sale or disposition qualifies under certain statutory safe harbors, such characterization is a factual determination and no guarantee can be given that the IRS would agree with our characterization of our properties or that we will always be able to make use of the available safe harbors.

Complying with REIT requirements may affect our profitability and may force us to liquidate or forgo otherwise attractive investments.

To qualify as a REIT, we must continually satisfy tests concerning, among other things, the nature and diversification of our assets, the sources of our income and the amounts we distribute to our stockholders. We

may be required to liquidate or forgo otherwise attractive investments in order to satisfy the asset and income tests or to qualify under certain statutory relief provisions. We also may be required to make distributions to stockholders at disadvantageous times or when we do not have funds readily available for distribution. As a result, having to comply with the distribution requirement could cause us to: (1) sell assets in adverse market conditions; (2) borrow on unfavorable terms; or (3) distribute amounts that would otherwise be invested in future acquisitions, capital expenditures or repayment of debt. Accordingly, satisfying the REIT requirements could have an adverse effect on our business results, profitability and ability to execute our business plan. Moreover, if we are compelled to liquidate our investments to meet any of these asset, income or distribution tests, or to repay obligations to our lenders, we may be unable to comply with one or more of the requirements applicable to REITs or may be subject to a 100% tax on any resulting gain if such sales constitute prohibited transactions.

Legislative or other actions affecting REITs could have a negative effect on us, including our ability to qualify as a REIT or the U.S. federal income tax consequences of such qualification.

The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Department of the Treasury. Changes to the tax laws, with or without retroactive application, could adversely affect our investors or us. We cannot predict how changes in the tax laws might affect our investors or us. New legislation, Treasury Regulations, administrative interpretations or court decisions could significantly and negatively affect our ability to qualify as a REIT or the U.S. federal income tax consequences of such qualification.

Risks Related to the Exchange Offer

The number of shares of common stock offered per share of preferred stock in the Exchange Offer is fixed and will not be adjusted. The market price of our common stock may fluctuate, and the market price of the shares of common stock upon settlement of the Exchange Offer could be less than the market price at the time you tender your preferred stock.

The number of shares of common stock offered for each share of preferred stock accepted for exchange is fixed at the amounts specified on the cover of this prospectus and will not be adjusted regardless of any increase or decrease in the market price of our common stock or the preferred stock between the date of this prospectus and the settlement date. Therefore, the market price of the common stock at the time you receive your common stock on the settlement date, when we deliver common stock in exchange for preferred stock, could be less than the market price at the time you tender your preferred stock. The market price of our common stock has recently been subject to significant fluctuations and volatility. The market price of our common stock could continue to fluctuate and be subject to volatility during the period of time between when we accept preferred stock for exchange in the Exchange Offer and the settlement date, when we deliver common stock in exchange for preferred stock, or any extension of the Expiration Date.

The market price of our common stock may decline due to the number of shares of common stock to be issued in exchange for the preferred stock.

The market price of our common stock could decline as a result of the issuance of a large number of shares of common stock in the market after the Exchange Offer or the perception that such an issuance could occur. This issuance, or the possibility that such issuance may occur, also might make it more difficult for holders of shares of our common stock to sell such shares in the future at a time and at a price they would deem appropriate.

Assuming a sufficient number of shares of outstanding preferred stock subject to the offer to exchange are validly tendered and accepted for exchange so that we issue all 20,853,250 shares of our common stock being offered under this prospectus, we would have 75,259,549 shares of our common stock outstanding, an increase of 20,853,250 shares from the amount outstanding on the date of this prospectus.

Additional issuances of common stock or securities convertible into common stock, the conversion of our outstanding shares of convertible notes, Series B Preferred Stock and/or exercise of our warrants may further dilute existing holders of our common stock.

We may determine that it is advisable, or we may encounter circumstances where we determine it is necessary, to issue additional shares of our common stock, securities convertible into or exchangeable for shares of our common stock, or securities effectively equivalent to our common stock to fund strategic initiatives or other business needs or to raise additional capital. Depending on our capital needs, we may make such a determination in the near future or in subsequent periods. The market price of our common stock could decline as a result of any such future offering, as well as other sales of a large block of shares of our common stock or similar securities in the market thereafter, or the perception that such sales could occur.

Further, we have issued convertible notes, Series B Preferred Stock and warrants in prior offerings. The convertible notes and Series B Preferred Stock are convertible into shares of our common stock, and the warrants are each exercisable for a share of our common stock. In the event you exchange your shares of Series A or Series B Preferred Stock for shares of our common stock, you may experience dilution in your holdings if, subsequently, shares of our convertible notes, Series A Preferred Stock or Series B Preferred Stock are converted into common stock and/or our warrants are exercised.

In addition, such additional equity issuances would reduce any earnings available to the holders of our common stock and the return thereon unless our earnings increase correspondingly. We cannot predict the timing or size of future equity issuances, if any, or the effect that they may have on the market price of the common stock. The issuance of substantial amounts of equity, or the perception that such issuances may occur, could adversely affect the market price of our common stock.

The market price of our common stock may fluctuate.

The market price of our common stock could be subject to significant fluctuations because of factors specifically related to our businesses and general market conditions. Factors that could cause such fluctuations, many of which could be beyond our control, include the following:

- changes or perceived changes in the condition, operations, results or prospects of our businesses and market assessments of these changes or perceived changes;
- announcements of strategic developments, acquisitions and other material events by us or our competitors;
- changes in governmental regulations or proposals, or new government regulations or proposals, affecting us, including those relating to the current financial crisis and global economic downturn and those that may be specifically directed to us;
- the continued decline, failure to stabilize or lack of improvement in general market and economic conditions in our principal markets;
- the departure of key personnel;
- changes in the credit, mortgage and real estate markets;
- operating results that vary from expectations of management, securities analysts and investors; and
- operating and stock price performance of companies that investors deem comparable to us.

All of our debt obligations and our preferred stock will have priority over our common stock with respect to payment in the event of a liquidation, dissolution or winding up.

In any event of our liquidation, dissolution or winding up, our common stock would rank below all debt claims against us and all of our outstanding shares of preferred stock. As a result, holders of our common stock will not be entitled to receive any payment or other distribution of assets upon the liquidation or dissolution until after our obligations to our debt holders and holders of preferred stock have been satisfied.

By tendering your shares of preferred stock, you will lose your right to receive certain cash payments and other rights associated with the preferred stock.

Holders of our preferred stock are entitled to cumulative quarterly dividends, which are paid when, if and as declared by our board of directors. In addition, our charter currently requires us to pay dividends on our preferred stock before we pay any dividends on our common stock. If your shares of preferred stock are validly tendered and accepted for exchange, you will lose the right to receive any dividend payments that may be made in the future on such shares after completion of the Exchange Offer including dividends on the preferred stock that will accumulate until the shares of preferred stock are converted as described in "Description of Capital Stock—Preferred Stock." Similarly, you will lose other rights associated with preferred stock, such as the liquidation preference.

Shares of preferred stock that you continue to hold after the Exchange Offer are expected to become less liquid following the Exchange Offer.

The Series A Preferred Stock is not listed in any securities exchange. The Series B Preferred Stock is listed on the Nasdaq Capital Market under the symbol "WHLRP." If a sufficiently large number of shares of either series of preferred stock do not remain outstanding after the Exchange Offer, the trading market for the remaining outstanding shares of that series of preferred stock may be less liquid and market prices may fluctuate significantly depending on the volume of trading in shares of that series of preferred stock. Furthermore, a security with a smaller "float" or market capitalization, may command a lower price and trade with greater volatility or much less frequently than would a comparable security with a greater float. This decreased liquidity may also make it more difficult for holders of shares of preferred stock that do not tender to sell their shares of preferred stock.

The trading price for the Series B Preferred Stock that remain outstanding after the Exchange Offer will continue to be directly affected by the trading prices of our common stock.

Because the Series B Preferred Stock is convertible into shares of our common stock, the trading price of the Series B Preferred Stock in the secondary market is directly affected by the trading prices of our common stock. It is impossible to predict whether the price of the common stock will rise or fall. Trading prices of the common stock will be influenced by the factors described in the section of this prospectus entitled "—Risks Related to the Exchange Offer. The value of the common stock that you receive may fluctuate" and "—Risks Related to Our Business."

We may fail to realize all of the anticipated benefits of the Exchange Offer.

The primary goal of the Exchange Offer is to improve our consolidated balance sheet and capital structure by increasing our tangible common stockholders' equity. However, given the rapidly changing and uncertain financial environment, we may not achieve these objectives, and the benefits, if any, realized from the Exchange Offer may not be sufficient to restore market and public perception of our financial strength.

We have not obtained a third-party determination that the Exchange Offer is fair to holders of the preferred stock.

We are not making a recommendation as to whether you should exchange your preferred stock in the Exchange Offer. We have not retained, and do not intend to retain, any unaffiliated representative to act solely on behalf of the holders of the preferred stock for purposes of negotiating the Exchange Offer or preparing a report concerning the fairness of the Exchange Offer. You must make your own independent decision regarding your participation in the Exchange Offer.

Failure to successfully complete the Exchange Offer could negatively affect the price of our common stock and our preferred stock.

Several conditions must be satisfied or waived in order to complete the Exchange Offer, including that no event has occurred that in our reasonable judgment would materially impair the anticipated benefits to us of the Exchange Offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. See "The Exchange Offer—Conditions of the Exchange Offer." The foregoing conditions may not be satisfied, and if not satisfied or waived, the Exchange Offer may not be completed or the Expiration Date may be delayed.

If the Exchange Offer is not completed or is delayed, we may be subject to material risks, including:

- the market price of our common stock may decline to the extent that the current market price of our common stock reflects a market assumption that the Exchange Offer has been or will be completed; and
- the market price of our preferred stock may decline to the extent that the current market price of our preferred stock reflects a market assumption that the Exchange Offer has been or will be completed.

Offerings of debt, which would be senior to our common stock upon liquidation, and/or preferred equity securities, which may be senior to our common stock for purposes of dividend distributions or upon liquidation, may adversely affect the market price of our common stock.

We may attempt to increase our capital resources by making additional offerings of debt or preferred equity securities. Upon liquidation, holders of our debt securities and shares of preferred stock and lenders with respect to other borrowings will receive distributions of our available assets prior to the holders of our common stock. Additional equity offerings may dilute the holdings of our existing stockholders or reduce the market price of our common stock, or both.

Our board of directors is authorized to issue one or more classes or series of preferred stock from time to time without any action on the part of our stockholders. Our board of directors also has the power, without stockholder approval, to set the terms of any such classes or series of preferred stock that may be issued, including voting rights, dividend rights, and preferences over our common stock with respect to dividends or upon our dissolution, winding up and liquidation and other terms. If we issue preferred shares in the future that have a preference over our common stock with respect to the payment of dividends or upon liquidation, or if we issue preferred shares with voting rights that dilute the voting power of the common stock, the rights of holders of our common stock or the market price of our common stock could be adversely affected.

The Exchange Offer is subject to a number of conditions.

The Exchange Offer is subject to the satisfaction or waiver of a number of conditions as set forth in this prospectus. We may amend the Exchange Offer and, depending on the materiality of the change, we may not be required to extend withdrawal rights following the announcement of such change. In addition, we may terminate or withdraw the Exchange Offer if any of the applicable conditions are not satisfied or waived by the Expiration Date. Even if the Exchange Offer is completed, it may not be completed on the time frame described in this prospectus. Accordingly, holders participating in the Exchange Offer may have to wait longer than expected to receive shares of our common stock during which time such holders will not be able to effect transfers or sales of either their shares of preferred stock tendered for exchange or their shares of common stock.

The failure to timely complete the Exchange Offer successfully could negatively affect the market price of our common stock and the trading price of our preferred stock.

Several conditions must be satisfied or waived before we may complete the Exchange Offer. The conditions that the registration statement be declared effective by the Commission, and that there be no stop orders suspending the effectiveness of such registration statement, cannot be waived by us. In addition, to the extent permitted by law, we reserve the right to extend the Exchange Offer in our sole discretion. If the Exchange Offer is not timely completed, the market price of our common stock and the trading price of our preferred stock may decline to the extent that such prices reflect the assumption that the Exchange Offer will be completed on the scheduled Expiration Date. In addition, to the extent that we extend the Exchange Offer, the risks described elsewhere in these "Risks Related to the Exchange Offer" may be exacerbated.

The acquisition of any shares of preferred stock that are not tendered in the Exchange Offer may be on terms more or less favorable than the terms of the Exchange Offer.

We may acquire shares of preferred stock that are not tendered in the Exchange Offer through open market purchases, privately negotiated transactions, other tender or exchange offers, redemptions under the existing indenture or such other means as we deem appropriate. Any such transactions will occur upon the terms and at prices as we may determine in our sole discretion, which may be more or less favorable than the terms of the Exchange Offer, and could be for cash or other consideration. We may choose to pursue any or none of these alternatives, or combinations thereof, in the future.

Shares of our common stock are or will be subordinate to shares of our Series A Preferred Stock and Series B Preferred Stock as to dividend rights, and rights upon liquidation.

Our Series A Preferred Stock and Series B Preferred Stock rank or will rank senior to our common stock with regards to dividend payments and rights upon our liquidation, dissolution or winding up of our affairs. In the event our business fails to generate sufficient cash flow from operations or future borrowings are not available to us, we may not have sufficient proceeds to make distributions to our common stock holders after distributions have been made to holders of our Series A Preferred Stock and Series B Preferred Stock. In addition, if we are forced to liquidate our assets to pay our creditors, we may not have sufficient assets to make distributions on any or all of the common stock then outstanding.

USE OF PROCEEDS

We will not receive any cash proceeds from the Exchange Offer. We will pay all fees and expenses related to the Exchange Offer, other than any commissions or concessions of any broker or dealer. Except as otherwise provided in the letter of transmittal, we will pay the transfer taxes, if any, on the exchange of any shares of preferred stock.

UNAUDITED PRO FORMA FINANCIAL INFORMATION

The unaudited pro forma consolidated balance sheet of the Company as of March 31, 2015 has been presented as if (i) the Series C Preferred Stock conversion and the Exchange Offer had been completed on March 31, 2015 and (ii) to give effect to the Exchange Offer. In giving effect to the Exchange Offer, we have shown the pro forma impact of the "High Participation Scenario" and a "Low Participation Scenario" of this Exchange Offer prepared using the assumptions set forth below.

The High Participation Scenario assumes the exchange of (i) 1,809 of the outstanding shares of Series A Preferred Stock ($1.809 million aggregate liquidation preference) for shares of our common stock at an exchange price of $2.00 per share of Series A Preferred Stock (100% of $1,000.00 liquidation preference per share) and a common stock price of $2.27 per share, and (ii) 1,595,900 of the outstanding shares of Series B Preferred Stock ($39.9 million aggregate liquidation preference) for shares of our common stock at an exchange price of $2.00 per share of Series B Preferred Stock (100% of $25.00 liquidation preference per share and a common stock price of $2.27 per share).

The Low Participation Scenario assumes the exchange of (i) 452 of the outstanding shares of Series A Preferred Stock ($452,000 aggregate liquidation preference) for shares of our common stock at an exchange price of $2.00 per share of Series A Preferred Stock (100% of $1,000.00 liquidation preference per share) and a common stock price of $2.27, and (ii) 398,975 of the outstanding shares of Series B Preferred Stock ($9.98 million aggregate liquidation preference) for shares of our common stock at an exchange price of $2.00 per share of Series B Preferred Stock (100% of $25.00 liquidation preference per share and a common stock price of $2.27 per share).

On March 19, 2015, the Company entered into securities purchase agreements dated as of March 19, 2015 (the "Securities Purchase Agreements"), with certain accredited investors (the "Investors"), pursuant to which, among other things, the Company sold an aggregate of 93,000 shares of the Series C Preferred Stock in a private placement to the Investors in exchange for aggregate consideration of $93,000,000, consisting of $90,000,000 in cash and $3,000,000 in debt reduction. Each share of Series C Preferred Stock was sold to the Investors at an offering price of $1,000 per share. The terms of the Series C Preferred Stock provided that each share of Series C Preferred Stock automatically converted into shares of common stock on the latter of (i) the close of business on the fifth business day following the approval by the requisite holders of the common stock of the conversion of the Series C Preferred Stock into common stock, which occurred on June 4, 2015 and (ii) the approval of our application to list such shares of common stock on the Nasdaq Stock Market. Accordingly, the Series C Preferred Stock converted into common stock on June 11, 2015. Each share of Series C Preferred Stock converted into 500 shares of common stock.

There can be no assurances that the foregoing assumptions will be realized.

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High Participation Scenario

	WHLR & Subsidiaries as of March 31, 2015 (actual and unaudited)	Series C Preferred Stock Conversion	Exchange Offer	WHLR & Subsidiaries March 31, 2015, as adjusted Pro Forma (unaudited)
ASSETS:				
Investment properties, net at cost	$ 163,265,867	$ —	$ —	$ 163,265,867
Cash and cash equivalents	80,958,326	—	—	80,958,326
Rents and other tenant receivables, net	2,114,898	—	—	2,114,898
Goodwill	7,004,072	—	—	7,004,072
Deferred costs and other assets	34,661,026	—	—	34,661,026
Total Assets	$ 288,004,189	$ —	$ —	$ 288,004,189
LIABILITIES:				
Mortgages and other indebtedness	$ 147,634,250	$ —	$ —	$ 147,634,250
Accounts payable, accrued expenses and other liabilities	7,211,725	—	—	7,211,725
Total Liabilities	154,845,975	—	—	154,845,975
Series C mandatorily convertible cumulative preferred stock (no par value, 100,000 shares authorized, 93,000 shares issued and outstanding, actual, and no shares issued and outstanding as adjusted)	87,510,354	(87,510,354)(6)	—	—
EQUITY:				
Series A preferred stock (and par value, 4,500 shares authorized, 1,809 shares issued and outstanding)	1,458,050	—	(1,458,050)(1)	—
Series B preferred stock ($25.00 liquidation preference, 3,000,000 shares authorized, 1,595,900 shares issued and outstanding, actual, as adjusted)	36,608,768	—	(36,608,768)(2)	—
Common stock ($0.01 par value, 150,000,000 shares authorized, 7,841,196 shares issued and outstanding, actual and 75,194,446 shares issued and outstanding, as adjusted)	78,411	465,000(7)	208,533(3)	751,944
Additional paid-in capital	32,197,918	146,565,354(8)	68,890,698(4)	247,653,970
Accumulated deficit	(34,607,083)	(59,520,000)(9)	(31,032,413)(5)	(125,159,496)
Total Stockholders' Equity	35,736,064	87,510,354	—	123,246,418
Noncontrolling interests	9,911,796	—	—	9,911,796
Total Equity	45,647,860	87,510,354	—	133,158,214
Total Liabilities and Equity	$ 288,004,189	$ —	$ —	$ 288,004,189

Low Participation Scenario

	WHLR & Subsidiaries as of March 31, 2015 (actual and unaudited)	Series C Preferred Stock Conversion	Exchange Offer	WHLR & Subsidiaries March 31, 2015, as adjusted Pro Forma (unaudited)
ASSETS:				
Investment properties, net at cost	$ 163,265,867	$ —	$ —	$ 163,265,867
Cash and cash equivalents	80,958,326	—	—	80,958,326
Rents and other tenant receivables, net	2,114,898	—	—	2,114,898
Goodwill	7,004,072	—	—	7,004,072
Deferred costs and other assets	34,661,026	—	—	34,661,026
Total Assets	$ 288,004,189	$ —	$ —	$ 288,004,189
LIABILITIES:				
Mortgages and other indebtedness	$ 147,634,250	$ —	$ —	$ 147,634,250
Accounts payable, accrued expenses and other liabilities	7,211,725	—	—	7,211,725
Total Liabilities	154,845,975	—	—	154,845,975
Series C mandatorily convertible cumulative preferred stock (no par value, 100,000 shares authorized, 93,000 shares issued and outstanding actual, and no shares issued and outstanding as adjusted)	87,510,354	(87,510,354)(6)	—	—
EQUITY:				
Series A preferred stock (no par value, 4,500 shares authorized, 1,809 shares issued and outstanding)	1,458,050	—	(364,512)(1)	1,093,538
Series B preferred stock ($25.00 liquidation preference, 3,000,000 shares authorized, 1,595,900 shares issued and outstanding, actual and adjusted)	36,608,768	—	(9,152,192)(2)	27,456,576
Common stock ($0.01 par value, 150,000,000 shares authorized, 7,841,196 shares issued and outstanding, actual and 59,554,509 shares issued and outstanding, and adjusted)	78,411	465,000(7)	53,789(3)	597,200
Additional paid-in capital	32,197,918	146,565,354(8)	17,221,018(4)	195,984,290
Accumulated deficit	(34,607,083)	(59,520,000)(9)	(7,758,103)(5)	(101,885,186)
Total Stockholders' Equity	35,736,064	87,510,354	—	123,246,418
Noncontrolling interests	9,911,796	—	—	9,911,796
Total Equity	45,647,860	87,510,354	—	133,158,214
Total Liabilities and Equity	$ 288,004,189	$ —	$ —	$ 288,004,189

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Pro Forma Earnings Implications

The following presents the pro forma impact of the Exchange Offer and the Series C Preferred Stock conversion on certain statement of income items and earnings per share for the three months ended March 31, 2015 and the year ended December 31, 2014 as if the Exchange Offer and the Series C Preferred Stock conversion had been completed on January 1, 2014.

	Three Months Ended March 31, 2015			Year Ended December 31, 2014		
	Actual (unaudited)	High Participation Scenario (unaudited)	Low Participation Scenario (unaudited)	Actual (unaudited)	High Participation Scenario (unaudited)	Low Participation Scenario (unaudited)
Net Loss Attributable to Wheeler Real Estate Investment Trust, Inc.	$ (3,760,813)	$ (3,760,813)	$ (3,760,813)	$(10,550,255)	$ (10,550,255)	$ (10,550,255)
Less: Preferred stock dividends						
Preferred stock dividends before Exchange Offer and Series C Preferred Stock conversion	(2,502,223)	(2,502,223)	(2,502,223)	(2,718,257)	(2,718,257)	(2,718,257)
Dividend effect of Exchange Offer	—	1,136,124	284,031	—	2,718,257	679,564
Dividend effect of Series C Preferred Stock conversion	—	1,366,099	1,366,099	—	—	—
Total Actual/Pro Forma Preferred Stock Dividends	(2,502,223)	—	(852,093)	(2,718,257)	—	(2,038,693)
Pro forma effect of Exchange Offer of preferred stock (5)	—	(31,032,412)	(7,758,103)	—	(31,934,737)	(7,983,684)
Pro forma effect of Series C Preferred Stock conversion (9)	—	(59,520,000)	(59,520,000)	—	(59,520,000)	(59,520,000)
Actual/ Pro Forma Loss Attributable to Wheeler Real Estate Investment Trust, Inc. Common Stockholders	$ (6,263,036)	$ (94,313,225)	$ (71,891,009)	$(13,268,512)	$(102,004,992)	$ (80,092,632)
Weighted-average number of shares:						
Weighted-average shares of common stock used to calculate actual loss per common share	7,806,467	7,806,467	7,806,467	7,352,433	7,352,433	7,352,433
Pro forma shares of common stock newly issued under the Exchange Offer	—	20,853,250	5,213,313	—	21,515,750	5,378,938
Pro forma shares of common stock newly issued under the Series C Preferred Stock conversion	—	46,500,000	46,500,000	—	46,500,000	46,500,000
Common shares outstanding	7,806,467	75,159,717	59,519,780	7,352,433	75,368,183	59,231,371
Loss per common share (basic and diluted)	$ (0.80)	$ (1.25)	$ (1.21)	$ (1.80)	$ (1.35)	$ (1.35)

Notes to Unaudited Pro Forma Financial Information

(1) Represents the carrying value of Series A Preferred Stock exchanged.
(2) Represents the carrying value of Series B Preferred Stock exchanged.
(3) Issuance of 20,853,250 shares of common stock in the Exchange Offer under the High Participation Scenario and 5,378,900 shares of common stock under the Low Participation Scenario.
(4) Represents the difference between (a) the carrying value of the Series A Preferred Stock and Series B Preferred Stock exchanged, (b) the par value of common stock issued and (c) the inducement recognized on exchange of the Series A Stock and Series B Stock, determined as follows:

	High Participation Scenario	Low Participation Scenario
Series A Preferred Stock, $1,000 liquidation preference per share	$ 1,458,050	$ 364,512
Series B Preferred Stock, $25 liquidation preference per share	36,608,768	9,152,192
Common stock issued at $0.01 par value per share	(208,533)	(53,789)
Plus: inducement recognized on exchange of Series A and Series B Preferred Stock	31,032,413	7,758,103
	$ 68,890,698	$ 17,221,018

(5) Represents the inducement recognized on the exchange of the Series A and Series B Preferred Stock, which is composed of (a) the market value of the common stock exchanged and (b) the redemption value of the Series A Stock and the fair value of common stock issuable pursuant to the Series B Preferred Stock original conversion terms (See "Description of Capital Stock"), determined as follows:

	Three Months Ended March 31, 2015 (unaudited)		Year Ended December 31, 2014 (unaudited)	
	High Participation Scenario	Low Participation Scenario	High Participation Scenario	Low Participation Scenario
Fair value of common stock to be issued in Exchange Offer	$ 47,336,878	$11,834,219	$ 48,840,752	$12,210,188
Plus: Liquidation value of Series A Preferred Stock	1,809,000	452,250	1,809,000	452,250
Fair value of common stock issuable pursuant to the Series B Preferred Stock original terms	(18,113,465)	(4,528,366)	(18,715,015)	(4,678,754)
	$ 31,032,413	$ 7,758,103	$ 31,934,737	$ 7,983,684

The fair value of common stock to be issued is determined as follows:

Liquidation preference of Series A Preferred Stock	$ 1,809,000	$ 452,250	$ 1,809,000	$ 452,250
Liquidation preference of Series B Preferred Stock				
Shares outstanding	1,595,900	398,975	1,648,900	412,225
Stated value per share	$ 25.00	$ 25.00	$ 25.00	$ 25.00
Liquidation preference of Series B Preferred Stock	$ 39,897,500	$ 9,974,375	$ 41,222,500	$10,305,625
Combined stated values of Series A Preferred Stock and Series B Preferred Stock	$ 41,706,500	$10,426,625	$ 43,031,500	$10,757,875
Exchange price	2.00	2.00	2.00	2.00
Calculated number of shares	20,853,250	5,213,313	21,515,750	5,378,938
Market price of common stock *	2.27	2.27	2.27	2.27
Fair value of common stock to be issued	$ 47,336,878	$11,834,219	$ 48,840,752	$12,210,188

The fair value of common stock issuable pursuant to the Series B Stock original terms is determined as follows:

Stated value of Series B Preferred Stock	$ 39,897,500	$ 9,974,375	$ 41,222,500	$10,305,625
Conversion factor	$ 5.00	$ 5.00	$ 5.00	$ 5.00
Common stock issuable pursuant to the Series B Preferred Stock original terms	7,979,500	1,994,875	8,244,500	2,061,125
Market price of common stock *	$ 2.27	$ 2.27	$ 2.27	$ 2.27
Fair value of common stock issuable pursuant to the Series B Preferred Stock original terms	$ 18,113,465	$ 4,528,366	$ 18,715,015	$ 4,678,754

*Represents 20-day moving weighted average sales price of common stock on the Nasdaq Capital Market as of June 1, 2015.

(6) Represents the carrying value of the Series C Preferred Stock.
(7) Issuance of 46,500,000 shares of common stock upon conversion of the Series C Preferred Stock.
(8) Represents the difference between (a) the carrying value of the Series C Preferred Stock converted, (b) the par value of the common stock issued upon conversion and (c) the beneficial conversion feature ("BCF") recognized on the conversion of the Series C Preferred Stock.

Carrying value of Series C Preferred Stock	$ 87,510,354
Common stock issued at $0.01 par value	(465,000)
Inducement recognized on conversion of Series C Preferred Stock	59,520,000
	$ 146,565,354

(9) Represents the BCF recognized on the conversion of the Series C Preferred Stock, which is composed of the market value of the shares issued upon conversion based on the closing price of the common stock on the Nasdaq Capital Market on March 18, 2015, which represents the day prior to closing the offering of the Series C Preferred Stock and (b) stated value of the Series C Preferred Stock, determined as follows:

Fair value of common stock to be issued in Series C Preferred Stock conversion	$ 152,520,000
Less: Liquidation value of Series C Preferred Stock	(93,000,000)
	$ 59,520,000

The fair value of the common stock issued upon conversion based on the market price of the common stock on March 18, 2015 is determined as follows:

Stated value of Series C Preferred Stock	$ 93,000,000
Conversion price	2.00
Shares issued upon conversion	46,500,000
Market price of common stock **	$ 3.28
Fair value of common stock to be issued	$152,520,000

**Represents the closing price of the Company's common stock on the Nasdaq Capital Market on March 18, 2015, which represents the day prior to closing the offering of the Series C Preferred Stock.

BUSINESS

We are a fully-integrated, self-managed commercial real estate investment company focused on acquiring and managing income-producing retail properties with a primary focus on grocery-anchored centers. Our strategy is to opportunistically acquire and reinvigorate well-located, potentially dominant retail properties in secondary and tertiary markets that generate attractive risk-adjusted returns, with a particular emphasis on grocery-anchored retail centers. We target competitively protected properties in communities that have stable demographics and have historically exhibited favorable trends, such as strong population and income growth. We generally lease our properties to national and regional retailers that offer consumer goods and generate regular consumer traffic. We believe our tenants carry goods that are less impacted by fluctuations in the broader U.S. economy and consumers' disposable income, generating more predictable property level cash flows.

As of March 31, 2015, we owned forty-three properties, which include seven parcels of undeveloped land and our self-occupied office building. Our properties are located in Alabama, Virginia, North Carolina, South Carolina, Florida, Georgia, Kentucky, Oklahoma, Tennessee, West Virginia and New Jersey and contain a total of approximately 2,404,334 gross leasable square feet of retail space, which we refer to as our portfolio. Our portfolio is 95% occupied of which approximately 82% is leased to national and regional tenants. We believe the current market environment creates a substantial number of favorable investment opportunities in our target markets with attractive yields on investment and significant upside potential in terms of income and gain.

We have 50 full-time and 3 part-time employees. Our management team has experience and capabilities across the real estate sector with experience in the aggregate and expertise particularly in the retail asset class, which we believe provides for flexibility in pursuing attractive acquisition, development and repositioning opportunities. Because varying market conditions create opportunities at different times across the retail property sector, we believe our expertise enables us to target relatively more attractive investment opportunities throughout economic cycles. In addition, our fully integrated platform with in-house development capabilities allows us to pursue development and redevelopment projects with multiple uses. We believe that our ability to pursue these types of opportunities differentiates us from many competitors in our markets.

Our executive officers and the members of the management team have over 150 years of experience in all aspects of the commercial real estate industry, specifically in our target/existing markets. They have overseen the acquisition or development and operation of more than sixty-five shopping centers, representing over 4 million gross leasable square feet of retail property, including all of the properties in our portfolio. Jon S. Wheeler, our Chairman and Chief Executive Officer, has over thirty-three years of experience in the real estate sector with particular experience in strategic financial and market analyses and assessments of new or existing properties to maximize returns. Mr. Wheeler has overseen the acquisition of over sixty properties in his career. Steven M. Belote, our Chief Financial Officer since 2011, has over twenty years' experience as a Chief Financial Officer. Prior to joining us, Mr. Belote was the Chief Financial Officer of Shore Bank for sixteen years. As Chief Financial Officer of Shore Bank, he played an integral role in their initial public offering. Prior to Shore Bank, Mr. Belote spent seven years in public accounting. David Kelly, our Senior Vice President and Director of Acquisitions, has over twenty-five years of experience in the real estate industry. Prior to joining us, he served for thirteen years as the Director of Real Estate for Supevalu, Inc., a Fortune 100 supermarket retailer. While at Supervalu, he focused on site selection and acquisitions from New England to the Carolinas, completing transactions totaling over $500 million. In addition, we recently hired Jeff Parker as our Director of Leasing. Mr. Parker is responsible for leasing operations over our growing portfolio of commercial assets. Prior to joining us, Mr. Parker served as Real Estate Portfolio Manager for the Southeast and Mid-Atlantic regions of the United States for Dollar Tree Stores, Inc. While at Dollar Tree, Mr. Parker was responsible for a portfolio of over 1,100 stores and created many key relationships throughout the industry. Prior to Dollar Tree, Mr. Parker spent ten years handling the leasing and sale of commercial properties for CB Richard Ellis of Virginia, Inc.

PROPERTIES

As of June 12, 2015, we own forty-three properties, which include seven parcels of undeveloped land and our self-occupied office building. Our properties are located in Virginia, North Carolina, South Carolina, Florida, Georgia, Kentucky, Oklahoma, Tennessee, West Virginia and New Jersey and contain a total of approximately 2,404,334 gross leasable square feet of retail space, which we refer to as our portfolio. Our portfolio is 95% occupied of which approximately 82% is leased to national and regional tenants. In the opinion of our management, the properties in our portfolio are adequately covered by insurance. The following table presents a current overview of our portfolio.

Property	Location	Number of Tenants	Net Rentable Square Feet	Percentage Leased	Annualized Base Rent	Annualized Base Rent per Leased Square Foot
Alex City Marketplace	Alexander City, AL	17	147,791	86.03%	$ 951,791	$ 7.49
Amscot Building	Tampa, FL	1	2,500	100.00	100,738	40.30
Bixby Commons	Bixby, OK	1	75,000	100.00	768,500	10.25
Brook Run Shopping Center	Richmond, VA	18	147,738	91.24	1,584,179	11.75
Bryan Station	Lexington, KY	9	54,397	100.00	553,008	10.17
Butler Square	Mauldin, South Carolina	16	82,400	100.00	851,795	10.34
Clover Plaza	Clover, SC	10	45,575	100.00	349,843	7.68
Crockett Square	Morristown, TN	4	107,122	100.00	871,897	8.14
Cypress Shopping Center	Boiling Springs, SC	13	80,435	91.73	755,162	10.23
Forrest Gallery	Tullahoma, TN	26	214,451	93.18	1,181,234	5.91
Freeway Junction	Stockbridge, GA	17	156,834	97.75	1,010,753	6.59
Graystone Crossing	Tega Cay, SC	11	21,997	100.00	504,443	22.93
Harps at Harbor Point	Grove, OK	1	31,500	100.00	364,432	11.57
Harrodsburg Marketplace	Harrodsburg, KY	8	60,048	97.00	438,556	7.53
Jenks Plaza	Jenks, OK	5	7,800	100.00	143,416	18.39
Jenks Reasors	Jenks, OK	1	81,000	100.00	912,000	11.26
LaGrange Marketplace	LaGrange, GA	13	76,594	93.34	385,317	5.39
Lumber River Village	Lumberton, NC	12	66,781	100.00	497,490	7.45
Monarch Bank	Virginia Beach, VA	1	3,620	100.00	250,538	69.21
Perimeter Square	Tulsa, OK	8	58,277	95.70	677,789	12.15
Pierpont Centre	Morgantown, WV	20	122,259	100.00	1,327,437	10.86
Port Crossing	Harrisonburg, VA	7	65,365	88.29	737,392	12.78
Riversedge North	Virginia Beach, VA	—	—	0.00	—	—
Shoppes at TJ Maxx	Richmond, VA	16	93,552	96.78	1,062,636	11.74
South Square	Lancaster, SC	5	44,350	89.85	318,822	8.00
Starbucks/Verizon	Virginia Beach, VA	2	5,600	100.00	185,695	33.16
St. George Plaza	St. George, SC	6	59,279	85.75	357,393	7.03
Surrey Plaza	Hawkinsville, GA	5	42,680	100.00	291,495	6.83
Tampa Festival	Tampa, FL	22	137,987	100.00	1,224,828	8.88
The Shoppes at Eagle Harbor	Carrollton, VA	7	23,303	100.00	454,530	19.51
Twin City Commons	Batesburg-Leesville, SC	5	47,680	100.00	449,194	9.42
Walnut Hill Plaza	Petersburg, VA	11	87,239	85.22	593,323	7.98
Waterway Plaza	Little River, SC	8	49,750	92.76	396,983	8.60
Westland Square	West Columbia, SC	9	62,735	93.03	435,311	7.46
Winslow Plaza	Sicklerville, NJ	14	40,695	91.15	526,530	14.19
Total Portfolio		329	2,404,334	95.18%	$21,514,450	$ 9.40

Development Strategy

We believe our experience will benefit us by providing opportunities to either develop properties for our own account or in a joint venture at higher cap rates that we expect to result in positive returns to our operations or develop properties for third parties, which will result in development fee income for us. We currently have a

pipeline of twelve potential development opportunities that we are considering, which consist of approximately $94 million in project value and approximately 385,000 square feet of space. Our ownership in these projects could range from 0% to 100% depending upon how such potential acquisitions are structured, or if such potential acquisitions are consumated at all. We believe these projects could positively impact our Funds From Operations, or FFO, through the recognition of development fees and the capitalization of certain overhead cost attributed to the project. Assuming we move forward with the developments scheduled for 2015 that we have identified as of March 31, 2015, we estimate the associated development fees for properties to be owned by third parties and cost capitalization could be approximately $600,000 for the year. Once contracted developments or joint ventures in which we may own an interest are stabilized, our FFO should benefit from the net operating income, or NOI, generated by the property. However, all the projects are in various stages of analysis, and there have been no contracts entered into at this time for any of these development projects. Accordingly, the estimated impact on FFO may differ significantly for the projects we ultimately choose to develop, if at all.

Description of Our Properties

The following properties comprise our current portfolio of improved properties. We have provided lease information for those tenants that represent 10% or more of the gross leasable square feet at each property.

Alex City Marketplace

Alex City Marketplace is a 147,791 square foot neighborhood shopping center built in 1987 and renovated in 1995, which is anchored by a Winn-Dixie grocery store. The property is located in Alexander City, Alabama and is occupied by 17 primarily retail and restaurant tenants.

Winn-Dixie

Winn-Dixie leases 47,668 square feet, representing 32.25% of the gross leasable square feet of Alex City Marketplace.

Annual rent under the Winn-Dixie lease is $297,000.

The Winn-Dixie lease expires on February 8, 2020 and has four remaining five-year renewal options.

Goody's

Goody's leases 28,000 square feet, representing 18.95% of the gross leasable square feet of Alex City Marketplace.

Annual rent under the Goody's lease is $140,000.

The Goody's lease expires on January 31, 2020 and has four remaining five-year renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Alex City Marketplace as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	98.11%	$ 7.00
December 31, 2013	94.85	6.73
December 31, 2012	94.03	6.68
December 31, 2011	81.97	7.36
December 31, 2010	81.97	6.88

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Alex City Marketplace as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	20,650	13.97%	$ —	— %
2015	3	7,895	5.34	62	6.51
2016	2	2,400	1.62	39	4.10
2017	2	7,250	4.91	79	8.30
2018	1	1,200	0.81	22	2.31
2019	5	17,880	12.10	194	20.38
2020	4	90,516	61.25	556	58.40
2021	—	—	—	—	—
2022	—	—	—	—	—
2023	—	—	—	—	—
2024 thereunder	—	—	—	—	—
Total	17	147,791	100.00%	$ 952	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Amscot Building

The Amscot Building is a 2,500 square foot free-standing branch location of Amscot Corporation built by Wheeler Development, LLC ("Wheeler Development") in 2004. Amscot Corporation is a financial services business, offering services such as check cashing, money orders, payday advances and prepaid debit cards. The property is located in Tampa, Florida and has been 100% leased by Amscot Corporation since March 2005. The annual rent under the Amscot Corporation lease is currently $100,738. The Amscot Corporation lease will expire March 31, 2020, subject to three renewal terms of five years each.

Bixby Commons

Bixby Commons is a 75,000 square foot shopping center built in 2012 and located in Bixby, Oklahoma (Tulsa metropolitan area). The property is 100% leased by one tenant, Associated Wholesale Grocers (AWG), who in turn subleases 100% of the property to a Reasor's Foods grocery store under a single tenant triple net lease. The annual rent under the Reasor's Foods sublease is currently $768,500, or a $10.25 annualized rent per square foot. The Reasor's Foods sublease will expire on December 31, 2032 and is subject to four renewal options of five years each.

Brook Run

Brook Run is a 147,738 square foot community shopping center built in 1990 and anchored by a Martin's grocery store. The property is located in Richmond, Virginia and is occupied by 18 primarily retail and restaurant tenants.

Martin's

Martin's leases 58,473 square feet of net rentable square feet, representing 39.58% of the net rentable square feet of Brook Run.

Annual rent under the Martin's lease is $497,021.

The Martin's lease expires on August 31, 2020 and has three remaining renewal options for five years.

Crunch Fitness

Crunch Fitness leases 32,000 square feet of net rentable square feet, representing 21.66% of the net rentable square feet of Brook Run.

Annual rent under the Crunch Fitness lease is $316,000.

The Crunch Fitness lease expires on January 31, 2023 and has four remaining renewal option for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Brook Run as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	91.99%	$ 11.71
December 31, 2013	92.06	11.55
December 31, 2012	95.03	11.79
December 31, 2011	85.01	10.92
December 31, 2010	87.93	12.74

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Brook Run Shopping Center as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	12,947	8.76%	$ —	— %
2015	3	3,415	2.31	71	4.48
2016	3	5,240	3.55	99	6.25
2017	5	18,539	12.55	277	17.49
2018	3	3,626	2.45	66	4.17
2019	1	11,979	8.11	224	14.14
2020	2	59,992	40.61	531	33.52
2021	—	—	0.00	—	0.00
2022	—	—	—	—	—
2023	1	32,000	21.66	316	19.95
2024 and thereafter	—	—	0.00	—	0.00
Total	18	147,738	100.00%	$ 1,584	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Bryan Station

Bryan Station is a 54,397 square foot shopping center built in 1995 that is anchored by a Planet Fitness and shadow-anchored by a Kroger grocery store. The property is located in Lexington, Kentucky and is occupied by 9 primarily retail and restaurant tenants.

Planet Fitness

Planet Fitness leases 20,955 square feet of the center, representing 38.52% of the net rentable square feet of Bryan Station.

Annual rent under the Planet Fitness lease is $125,700.

The Planet Fitness lease expires on August 3, 2032 and has two remaining five year renewal options.

Shoe Carnival

Shoe Carnival leases 10,350 square feet of the center, representing 19.03% of the net rentable square feet of Bryan Station.

Annual rent under the Shoe Carnival lease is $124,200.

The Shoe Carnival lease expires on January 31, 2017 and has one remaining three year renewal option.

Cato

Cato leases 6,080 square feet of the center, representing 11.18% of the net rentable square feet of Bryan Station.

Annual rent under the Cato lease is $80,600.

The Cato lease expires on January 31, 2017 and has no remaining renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Bryan Station as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 10.14
December 31, 2013	100.00	9.95
December 31, 2012	100.00	9.14
December 31, 2011 (2)	N/A	N/A
December 31, 2010 (2)	N/A	N/A

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.
(2) Information unavailable for these periods.

The following table sets forth the lease expirations for leases in place at Bryan Station as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	— %	$ —	— %
2015	—	—	—	—	—
2016	1	4,000	7.35	46	8.32
2017	4	24,490	45.02	311	56.24
2018	1	1,050	1.93	21	3.80
2019	1	3,002	5.52	33	5.97
2020	1	900	1.65	16	2.89
2021	—	—	—	—	—
2022	—	—	—	—	—
2023	—	—	—	—	—
2024 and thereafter	1	20,955	38.53	126	22.78
Total	9	54,397	100.00%	$ 553	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Butler Square

Butler Square is an 82,400 square foot neighborhood shopping center built in 1987 and renovated in 2011, which is anchored by a Bi-Lo grocery store. The property is located in Maudlin, South Carolina and is occupied by 16 primarily retail and restaurant tenants.

Bi-Lo

Bi-Lo leases 49,365 square feet, representing 59.91% of the gross leasable square feet of Butler Square.

Annual rent under the Bi-Lo lease is $368,500.

The Bi-Lo lease expires on April 30, 2020 and has two remaining five-year renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Butler Square as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 9.41
December 31, 2013	91.22	9.95
December 31, 2012	94.60	9.95
December 31, 2011	94.60	9.91
December 31, 2010 (2)	N/A	N/A

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.
(2) Information unavailable for these periods.

The following table sets forth the lease expirations for leases in place at Butler Square as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	— %	$ —	— %
2015	2	7,750	9.41	91	10.68
2016	2	2,800	3.40	52	6.10
2017	2	3,325	4.04	63	7.39
2018	4	6,754	8.20	126	14.79
2019	2	5,171	6.28	57	6.69
2020	3	55,200	66.97	439	51.53
2021	—	—	—	—	—
2022	—	—	—	—	—
2023	—	—	—	—	—
2024 and thereafter	1	1,400	1.70	24	2.82
Total	16	82,400	100.00%	$ 852	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Clover Plaza

Clover Plaza is a 45,575 square foot neighborhood shopping center built in 1990. The property is located in Clover, South Carolina and is currently occupied by 10 tenants, including Food Lion and Dollar Tree.

Food Lion

Food Lion leases 29,000 net rentable square feet, representing 63.63% of the net rentable square feet of Clover Plaza.

Annual rent under the Food Lion lease is $158,375.

The Food Lion lease expires on August 10, 2020 and has six renewal options for five years each.

Dollar Tree

Dollar Tree leases 8,450 net rentable square feet, representing 18.54% of the net rentable square feet of Clover Plaza.

Annual rent under the Dollar Tree lease is $54,925.

The Dollar Tree lease expires on April 30, 2015 and has two renewal options for five years each.

The following table sets forth the percentage leased and annualized rent per leased square foot for Clover Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 7.66
December 31, 2013	100.00	7.74
December 31, 2012	100.00	7.59
December 31, 2011	97.86	6.81
December 31, 2010	100.00	7.17

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Clover Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	2	37,450	82.17	213	60.87
2016	2	1,625	3.57	36	10.28
2017	2	975	2.14	17	4.85
2018	1	1,300	2.85	20	5.72
2019	2	2,600	5.70	41	11.71
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	1	1,625	3.57	23	6.57
Total	10	45,575	100.00%	$ 350	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Crockett Square

Crockett Square is a 107,122 square foot neighborhood shopping center built in 2005 and shadow-anchored by a Walmart Supercenter. The property is located in Morristown, Tennessee and is occupied by 4 retail tenants.

Hobby Lobby

Hobby Lobby leases 58,935 square feet of the center, representing 55.02% of the net rentable square feet of Crockett Square.

Annual rent under the Hobby Lobby lease is $383,100.

The Hobby Lobby lease expires on September 30, 2020 and has two remaining five year renewal options.

Ross Dress for Less

Ross Dress for Less leases 30,187 square feet of the center, representing 28.18% of the net rentable square feet of Crockett Square.

Annual rent under the Ross Dress for Less lease is $294,300.

The Ross Dress for Less lease expires on January 31, 2021 and has three remaining five year renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Crockett Square as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 8.14
December 31, 2013	100.00	8.14
December 31, 2012	100.00	8.14
December 31, 2011	100.00	8.14
December 31, 2010	100.00	8.06

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Crockett Square as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	— %	$ —	— %
2015	—	—	—	—	—
2016	1	8,000	7.47	112	12.85
2017	—	—	—	—	—
2018	—	—	—	—	—
2019	—	—	—	—	—
2020	2	68,935	64.35	466	53.44
2021	1	30,187	28.18	294	33.71
2022	—	—	—	—	—
2023	—	—	—	—	—
2024 and thereafter	—	—	—	—	—
Total	4	107,122	100.0%	$ 872	100.0%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Cypress Shopping Center

Cypress Shopping Center is an 80,435 square foot shopping center built in 1999 and anchored by a Bi-Lo grocery store. The property is located in Boiling Springs, South Carolina and is occupied by 13 primarily retail and restaurant tenants.

Bi-Lo

Bi-Lo leases 47,260 square feet of net rentable square feet, representing 58.76% of the net rentable square feet of Cypress.

Annual rent under the Bi-Lo lease is $453,714.

The Bi-Lo lease expires on March 31, 2018 and has six remaining renewal options for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Cypress Shopping Center as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	93.79%	$ 9.52
December 31, 2013	91.70	10.40
December 31, 2012 (2)	N/A	N/A
December 31, 2011 (2)	N/A	N/A
December 31, 2010 (2)	N/A	N/A

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.
(2) Information unavailable for these periods.

The following table sets forth the lease expirations for leases in place at Cypress Shopping Center as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	6,650	8.27%	$ —	— %
2015	1	1,400	1.74	7	0.93
2016	2	9,400	11.69	72	9.54
2017	1	1,400	1.74	18	2.38
2018	6	56,710	70.50	588	77.87
2019	2	3,475	4.32	52	6.90
2020	1	1,400	1.74	18	2.38
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	13	80,435	100.00%	$ 755	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Forrest Gallery

Forrest Gallery is a 214,451 square foot community shopping center built in 1987, and anchored by a Kroger grocery store and a Peebles department store. The property is located in Tullahoma, Tennessee and is occupied by 26 primarily retail and restaurant tenants.

Kroger

Kroger leases 48,780 square feet of net rentable square feet, representing 22.75% of the net rentable square feet of Forrest Gallery.

Annual rent under the Kroger lease is $278,716.

The Kroger lease expires on January 31, 2018 and has five remaining renewal options for five years.

Peebles

Peebles leases 32,680 square feet of net rentable square feet, representing 15.24% of the net rentable square feet of Forrest Gallery.

Annual rent under the Peebles lease is $172,550.

The Peebles lease expires on July 29, 2016 and has five remaining renewal options for five years.

Tractor Supply

Tractor Supply leases 25,709 square feet of net rentable square feet, representing 11.99% of the net rentable square feet of Forrest Gallery.

Annual rent under the Tractor Supply lease is $133,680.

The Tractor Supply lease expires on January 31, 2017 and has two remaining renewal options for five years.

Hastings Entertainment

Hastings Entertainment leases 24,945 square feet of net rentable square feet, representing 11.63% of the net rentable square feet of Forrest Gallery.

Annual rent under the Hastings Entertainment lease is $106,016.

The Hastings Entertainment lease expires on January 31, 2017 and has two remaining renewal options for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Forrest Gallery as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	91.40%	$ 5.93
December 31, 2013	90.46	5.89
December 31, 2012	92.75	5.97
December 31, 2011	91.73	5.49
December 31, 2010	93.64	5.60

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Forrest Gallery as of March 31, 2015 assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	14,635	6.82%	$ —	— %
2015	6	18,240	8.51	148	12.53
2016	4	37,915	17.68	214	18.12
2017	8	75,613	35.26	395	33.45
2018	2	49,980	23.31	292	24.73
2019	5	14,250	6.64	117	9.90
2020	1	3,818	1.78	15	1.27
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	26	214,451	100.00%	$ 1,181	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Freeway Junction

Freeway Junction is a 156,834 square foot shopping center built in 1987 and anchored by a Goodwill store, a Northern Tool & Equipment store, an Ollie's Bargain Outlet, a Farmer Home Furniture store and a Grand Furniture store. The property is located in Stockbridge, Georgia and is occupied by 17 primarily retail and restaurant tenants.

Goodwill

Goodwill leases 36,015 square feet of net rentable square feet, representing 22.96% of the net rentable square feet of Freeway Junction.

Annual rent under the Goodwill lease is $270,113.

The Goodwill lease expires on July 31, 2021 and has one remaining renewal option for five years.

Northern Tool

Northern Tool leases 29,270 square feet of net rentable square feet, representing 18.66% of the net rentable square feet of Freeway Junction.

Annual rent under the Northern Tool lease is $256,113.

The Northern Tool lease expires on October 31, 2020 and has one remaining renewal option for five years.

Ollie's

Ollie's leases 25,575 square feet of net rentable square feet, representing 16.31% of the net rentable square feet of Freeway Junction.

Annual rent under the Ollie's lease is $84,653.

The Ollie's lease expires on August 31, 2021 and has three remaining renewal options for five years.

Farmer Home Furniture

Farmer Home Furniture leases 20,152 square feet of net rentable square feet, representing 12.85% of the net rentable square feet of Freeway Junction.

Annual rent under the Farmer Home Furniture lease is $84,034.

The Farmer Home Furniture lease expires on March 31, 2021.

Grand Furniture

Grand Furniture leases 15,730 square feet of net rentable square feet, representing 10.03% of the net rentable square feet of Freeway Junction.

Annual rent under the Grand Furniture lease is $55,000.

The Grand Furniture lease expires on February 28, 2019 and has one remaining renewal option for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Freeway Junction as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	97.75%	$ 6.58
December 31, 2013	93.70	6.58
December 31, 2012	95.00	6.38
December 31, 2011	97.50	6.28
December 31, 2010 (2)	N/A	N/A

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.
(2) Information unavailable for these periods.

The following table sets forth the lease expirations for leases in place at Freeway Junction as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	3,535	2.25%	$ —	— %
2015	4	34,703	22.13	313	30.96
2016	7	37,251	23.75	241	23.84
2017	2	4,025	2.57	34	3.36
2018	1	—	0.00	14	1.38
2019	1	15,730	10.03	55	5.44
2020	—	—	0.00	—	0.00
2021	2	61,590	39.27	354	35.02
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	17	156,834	100.00%	$ 1,011	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Graystone Crossing

Graystone Crossing is a 21,997 square foot shopping center built in 2007 and shadow-anchored by a Walmart Supercenter. The property is located in Tega Cay, South Carolina and is occupied by 11 primarily retail tenants.

Dental Works

Dental Works leases 3,408 square feet of the center, representing 15.49% of the net rentable square feet of Graystone Crossing.

Annual rent under the Dental Works lease is $106,700.

The Dental Works lease expires on April 30, 2024 and has two remaining five year renewal options.

Tae Kwon Do

Tae Kwon Do leases 3,143 square feet of the center, representing 14.29% of the net rentable square feet of Graystone Crossing.

Annual rent under the Tae Kwon Do lease is $60,700.

The Tae Kwon Do lease expires on December 31, 2016 and has two remaining five year renewal options.

Yoga & Massage

Yoga & Massage leases 3,099 square feet of the center, representing 14.09% of the net rentable square feet of Graystone Crossing.

Annual rent under the Yoga & Massage lease is $54,263.

The Yoga & Massage lease expires on January 14, 2019 and has no remaining renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Graystone Crossing as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 22.86
December 31, 2013	100.00	22.39
December 31, 2012	83.13	24.33
December 31, 2011	71.56	25.22
December 31, 2010 (2)	N/A	N/A

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.
(2) Information unavailable for these periods.

The following table sets forth the lease expirations for leases in place at Graystone Crossing as of March 31, 2015 assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	— %	$ —	— %
2015	—	—	—	—	—
2016	1	3,143	14.29	61	12.10
2017	—	—	—	—	—
2018	2	2,545	11.57	46	9.14
2019	1	3,099	14.09	54	10.71
2020	4	6,033	27.43	149	29.56
2021	1	1,858	8.44	54	10.71
2022	—	—	—	—	—
2023	1	1,911	8.69	33	6.55
2024 and thereafter	1	3,408	15.49	107	21.23
Total	11	21,997	100.00%	$ 504	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Harps at Harbor Point

Harps at Harbor Point is a 31,500 square foot shopping center built in 2012 and was acquired by our company on December 14, 2012. The property is located in Grove, Oklahoma. The property is 100% leased by one tenant, a Harps Food Store, under a single tenant triple net lease. The annual rent under the Harps Food Store lease is currently $364,432, or an $11.57 annualized rent per square foot. The Harps Food Store lease will expire on August 31, 2032 and is subject to eight renewal options of five years each.

Harrodsburg Marketplace

Harrodsburg Marketplace is a 60,048 square foot shopping center built in 1995 and anchored by a Kroger grocery store. The property is located in Harrodsburg, Kentucky and is occupied by 8 primarily retail and restaurant tenants.

Kroger

Kroger leases 36,158 square feet of net rentable square feet, representing 60.22% of the net rentable square feet of Harrodsburg Marketplace.

Annual rent under the Kroger lease is $255,036.

The Kroger lease expires on September 30, 2023 and has four remaining renewal options for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Harrodsburg Marketplace as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	97.00%	$ 7.52
December 31, 2013	97.00	7.52
December 31, 2012 (2)	N/A	N/A
December 31, 2011 (2)	N/A	N/A
December 31, 2010 (2)	N/A	N/A

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.
(2) Information unavailable for these periods.

The following table sets forth the lease expirations for leases in place at Harrodsburg Marketplace as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	1,800	3.00%	$ —	— %
2015	1	1,800	3.00	13	2.96
2016	1	1,800	3.00	23	5.24
2017	—	—	0.00	—	0.00
2018	2	7,200	11.99	21	4.78
2019	—	—	0.00	—	0.00
2020	1	3,600	6.00	26	5.92
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	2	38,448	64.02	315	71.75
2024 and thereafter	1	5,400	8.99	41	9.35
Total	8	60,048	100.00%	$ 439	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Jenks Plaza

Jenks Plaza is a 7,800 square foot strip shopping center built in 2007. The property is located in Jenks, Oklahoma (Tulsa metropolitan area) and is occupied by 5 primarily retail and restaurant tenants.

Missle Services ("Tint World")

Tint World leases 2,600 square feet of net rentable square feet, representing 33.33% of the net rentable square feet of Jenks Plaza.

Annual rent under the Tint World lease is $51,116.

The Tint World lease expires on November 30, 2017 and has three remaining renewal options for three years.

MacBAACK ("Papa Murphy's Pizza")

Papa Murphy's leases 1,500 square feet of net rentable square feet, representing 19.23% of the net rentable square feet of Jenks Plaza.

Annual rent under the Papa Murphy's lease is $24,750.

The Papa Murphy's lease expires on October 31, 2017 and has one remaining renewal option for five years.

Cuong H. Luong and Chi Kim Thi Doan ("Envy Nails")

Envy Nails leases 1,300 square feet of net rentable square feet, representing 16.67% of the net rentable square feet of Jenks Plaza.

Annual rent under the Envy Nails lease is $26,000.

The Envy Nails lease expires on July 31, 2015 and has no remaining renewal options.

Lamode Quality Cleaners

Lamode Quality Cleaners leases 1,300 square feet of net rentable square feet, representing 16.67% of the net rentable square feet of Jenks Plaza.

Annual rent under the Lamode Quality Cleaners lease is $23,400.

The Lamode Quality Cleaners lease expires on December 31, 2016 and has no remaining renewal options.

Chun Tony Zhang ("Maple Garden")

Maple Garden leases 1,100 square feet of net rentable square feet, representing 14.10% of the net rentable square feet of Jenks Plaza.

Annual rent under the Maple Garden lease is $18,150.

The Maple Garden lease expires on April 30, 2015 and has one remaining renewal option for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Jenks Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 18.22
December 31, 2013	100.00	18.41
December 31, 2012	100.00	17.11
December 31, 2011	100.00	16.74
December 31, 2010	83.33	16.59

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Jenks Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	1	1,100	14.10	18	12.59
2016	1	1,300	16.67	23	16.08
2017	2	4,100	52.56	76	53.15
2018	—	—	0.00	—	0.00
2019	—	—	0.00	—	0.00
2020	1	1,300	16.67	26	18.18
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	5	7,800	100.00%	$ 143	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Jenks Reasor's

Jenks Reasor's is an 81,000 square foot shopping center built in 2011 and located in Jenks, Oklahoma (Tulsa metropolitan area). The property is 100% leased by Reasor's Foods grocery store under a single tenant triple net lease. The annual rent under the Reasor's Foods lease is currently $912,000, or an $11.26 annualized rent per square foot. The Reasor's Foods lease expires on September 30, 2033 and has four renewal options of five years each remaining.

LaGrange Marketplace

LaGrange Marketplace is a 76,594 square foot shopping center built in 1985 and anchored by a Food Depot grocery store. The property is located in LaGrange, Georgia and is occupied by 13 primarily retail and restaurant tenants.

Food Depot

Food Depot leases 46,700 square feet of net rentable square feet, representing 60.97% of the net rentable square feet of LaGrange Marketplace.

Annual rent under the Food Depot lease is $140,100.

The Food Depot lease expires on April 30, 2018 and has three remaining renewal options for five years.

Rite Aid

Rite Aid leases 9,594 square feet of net rentable square feet, representing 12.53% of the net rentable square feet of LaGrange Marketplace.

Annual rent under the Rite Aid lease is $76,752.

The Rite Aid lease expires on January 28, 2022 and has two remaining renewal options for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for LaGrange Marketplace as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	92.04%	$ 5.07
December 31, 2013	92.00	4.96
December 31, 2012	86.60	4.56
December 31, 2011	84.60	4.41
December 31, 2010	84.60	4.38

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at LaGrange Marketplace as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	5,100	6.66%	$ —	— %
2015	—	—	0.00	—	0.00
2016	3	6,000	7.83	58	15.06
2017	1	1,200	1.57	15	3.90
2018	3	47,900	62.54	158	41.04
2019	4	5,800	7.57	64	16.62
2020	1	1,000	1.31	13	3.38
2021	—	—	0.00	—	0.00
2022	1	9,594	12.52	77	20.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	13	76,594	100.00%	$ 385	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Lumber River Plaza

Lumber River Plaza is a 66,781 square foot neighborhood shopping center built in 1985, expanded in 1997-98 and renovated in 2004. The property is located in Lumberton, North Carolina and is currently occupied by 12 tenants, including Food Lion, Family Dollar, Rent-A-Center and CVS.

Food Lion

Food Lion leases 30,280 net rentable square feet, representing 45.34% of the net rentable square feet of Lumber River Plaza. The Food Lion space recently underwent an interior and exterior renovation.

Annual rent under the Food Lion lease is $155,250.

The Food Lion lease expires on June 30, 2018 and has four renewal options for five years each.

CVS

CVS leases 9,100 net rentable square feet, representing 13.63% of the net rentable square feet of Lumber River Plaza.

Annual rent under the CVS lease is $63,700.

The CVS lease expires on September 30, 2020 and has no renewal options remaining.

Family Dollar

Family Dollar leases 8,001 net rentable square feet, representing 11.98% of the net rentable square feet of Lumber River Plaza.

Annual rent under the Family Dollar lease is $46,746.

The Family Dollar lease expires on December 31, 2017 and has one renewal option for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Lumber River Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 7.48
December 31, 2013	100.00	7.89
December 31, 2012	100.00	7.71
December 31, 2011	100.00	7.80
December 31, 2010	100.00	7.48

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Lumber River Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	—	—	0.00	—	0.00
2016	3	5,400	8.09	69	13.88
2017	3	10,401	15.57	85	17.10
2018	2	32,080	48.04	181	36.42
2019	1	1,200	1.80	17	3.42
2020	2	11,500	17.22	96	19.32
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	1	6,200	9.28	49	9.86
Total	12	66,781	100.00%	$ 497	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Monarch Bank

The Monarch Bank property is a 3,620 square foot free-standing branch location of Monarch Bank and Monarch Financial Holdings, Inc., built in 2002. The property is located in Virginia Beach, Virginia and has been 100% leased by Monarch Bank under a single tenant triple net lease since December 2007. The annual rent under the Monarch Bank lease is currently $250,538. The Monarch Bank lease expires December 31, 2017 and is subject to one renewal term of five years.

Perimeter Square

Perimeter Square is a 58,277 square foot neighborhood shopping center built in 1982-83. The property is located in Tulsa, Oklahoma. The property is occupied by 8 tenants, providing a variety of services, and is shadow-anchored by a Wal-Mart Village Market grocery store, which recently underwent an interior and exterior renovation.

Career Point Business School

Career Point Business School leases 26,813 net rentable square feet, representing 46.01% of the net rentable square feet of Perimeter Square.

Annual Rent under the Career Point Business School lease is $365,630.

The Career Point Business School lease expires on June 30, 2018 and is not currently subject to any renewal options.

Dollar Tree

Dollar Tree leases 10,754 net rentable square feet, representing 18.45% of the net rentable square feet of Perimeter Square.

Annual rent under the Dollar Tree lease is $95,173.

The Dollar Tree lease expires on July 31, 2020 and is not currently subject to any renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Perimeter Square as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	95.70%	$ 12.13
December 31, 2013	95.70	12.70
December 31, 2012	95.70	12.41
December 31, 2011	100.00	11.76
December 31, 2010	100.00	10.87

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Perimeter Square as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	2,504	4.30%	$ —	— %
2015	1	2,000	3.43	27	3.98
2016	—	—	0.00	—	0.00
2017	1	1,535	2.63	21	3.10
2018	2	32,113	55.10	403	59.44
2019	2	4,944	8.48	63	9.29
2020	2	15,181	26.06	164	24.19
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	8	58,277	100.00%	$ 678	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Pierpont Centre

Pierpont Centre is a 122,259 square foot shopping center built in 1999 that is anchored by a Shop ‘n Save grocery store. The property is located in Morgantown, West Virginia and is occupied by 20 primarily retail tenants.

Shop ‘n Save

Shop ‘n Save leases 37,500 square feet of the center, representing 30.67% of the net rentable square feet of Pierpont Centre.

Annual rent under the Shop ‘n Save lease is $295,500.

The Shop ‘n Save lease expires on December 31, 2019 and has three remaining five year renewal options.

Michael’s

Michael’s leases 20,580 square feet of the center, representing 16.83% of the net rentable square feet of Pierpont Centre.

Annual rent under the Michael’s lease is $164,600.

The Michael’s lease expires on February 29, 2016 and has three remaining five year renewal options.

The following table sets forth the percentage leased and annualized rent per leased square foot for Pierpont Centre as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 11.09
December 31, 2013	100.00	10.66
December 31, 2012	100.00	10.53
December 31, 2011	95.82	10.31
December 31, 2010	97.42	10.37

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Pierpont Centre as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	— %	$ —	— %
2015	2	7,567	6.19	96	7.23
2016	6	34,866	28.52	323	24.34
2017	5	10,450	8.55	163	12.28
2018	1	1,598	1.31	26	1.96
2019	3	50,983	41.70	462	34.82
2020	1	8,145	6.66	122	9.19
2021	—	—	—	—	—
2022	—	—	—	—	—
2023	1	5,489	4.49	67	5.05
2024 and thereafter	1	3,161	2.58	68	5.13
Total	20	122,259	100.00%	$ 1,327	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Port Crossing

Port Crossing is a 65,365 square foot neighborhood shopping center built in two phases in 1999 and 2009 and anchored by a Food Lion. The property is located in Harrisonburg, Virginia and is occupied by 7 primarily retail and restaurant tenants.

Food Lion

Food Lion leases 45,000 square feet of net rentable square feet, representing 68.84% of the net rentable square feet of Port Crossing.

Annual rent under the Food Lion lease is $517,500.

The Food Lion lease expires on June 1, 2019 and has four remaining renewal options for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Port Crossing as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	92.40%	$ 12.88
December 31, 2013	82.46	12.55
December 31, 2012	90.57	13.57
December 31, 2011	88.24	13.47
December 31, 2010	90.12	13.45

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Port Crossing as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	7,655	11.71%	$ —	— %
2015	—	—	0.00	—	0.00
2016	1	1,160	1.77	22	2.99
2017	—	—	0.00	—	0.00
2018	—	—	0.00	—	0.00
2019	2	47,400	72.52	557	75.58
2020	1	1,200	1.84	21	2.85
2021	—	—	0.00	—	0.00
2022	2	5,300	8.11	97	13.16
2023	—	—	0.00	—	0.00
2024 and thereafter	1	2,650	4.05	40	5.42
Total	7	65,365	100.00%	$ 737	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Riversedge North

Riversedge North is a 10,550 square foot free-standing office building built by Wheeler Development in 2007. Our headquarters is located at this location.

Shoppes at TJ Maxx

The Shoppes at TJ Maxx is a 93,552 square foot community shopping center built in 1982 and renovated in 1999, and anchored by TJ Maxx. The property is located in Richmond, Virginia on the West Broad Street shopping corridor and is occupied by 16 primarily retail and restaurant tenants.

TJ Maxx

TJ Maxx leases 32,400 square feet of net rentable square feet, representing 34.63% of the net rentable square feet of the Shoppes at TJ Maxx.

Annual rent under the TJ Maxx lease is $294,192.

The TJ Maxx lease expires on April 30, 2019 and has one renewal option for five years.

Cannon's Online Auctions

Cannon's Online Auctions leases 14,000 square feet of net rentable square feet, representing 14.96% of the net rentable square feet of the Shoppes at TJ Maxx.

Annual rent under the Cannon's Online Auctions lease is $84,000.

The Cannon's Online Auctions lease expires on December 31, 2019.

The following table sets forth the percentage leased and annualized rent per leased square foot for Shoppes at TJ Maxx as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	86.89%	$ 11.25
December 31, 2013	88.76	11.11
December 31, 2012	90.60	11.21
December 31, 2011	81.20	12.24
December 31, 2010	79.82	11.77

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Shoppes at TJ Maxx as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	3,013	3.22%	$ —	— %
2015	—	—	0.00	—	0.00
2016	3	6,993	7.47	134	12.61
2017	2	3,642	3.89	53	4.99
2018	1	1,597	1.71	26	2.45
2019	3	44,441	47.50	411	38.66
2020	4	15,067	16.11	230	21.64
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	3	18,799	20.10	209	19.65
Total	16	93,552	100.00%	$ 1,063	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

South Square

South Square is a 44,350 square foot neighborhood shopping center built in 1992. The property is located in Lancaster, South Carolina and is currently occupied by 5 tenants, including Food Lion and CVS.

Food Lion

Food Lion leases 29,000 net rentable square feet, representing 65.39% of the net rentable square feet of South Square.

Annual rent under the Food Lion lease is $207,350.

The Food Lion lease expires on December 31, 2017 and has four renewal options for five years each.

CVS

CVS leases 8,450 net rentable square feet, representing 19.05% of the net rentable square feet of South Square.

Annual rent under the CVS lease is $65,487.

The CVS lease expires on October 31, 2017 and has two renewal options for five years each.

The following table sets forth the percentage leased and annualized rent per leased square foot for South Square as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	89.85%	$ 8.00
December 31, 2013	89.85	7.96
December 31, 2012	89.85	7.94
December 31, 2011	89.85	7.94
December 31, 2010	89.85	7.94

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at South Square as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	4,500	10.15%	$ —	— %
2015	—	—	0.00	—	0.00
2016	1	1,200	2.71	19	5.96
2017	2	37,450	84.44	273	85.58
2018	1	—	0.00	9	2.82
2019	—	—	0.00	—	0.00
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	1	1,200	2.70	18	5.64
Total	5	44,350	100.00%	$ 319	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Starbucks/Verizon

Starbucks/Verizon is a 5,600 square foot 100% leased free-standing building built in 1985 and significantly renovated in 2012. The property is located in Fairfield Shopping Center in Virginia Beach, Virginia and is subject to a land lease with the shopping center. A Starbucks Coffee and a Verizon Wireless store occupy 2,165 square feet and 3,435 square feet, respectively, with a combined annual rent of $185,695, or $33.16 per square feet. The Starbucks lease provides for annual rent of $75,775, or $35.00 per square feet, and expires on February 28, 2023 with three available options of five years each. The Verizon Wireless lease provides for annual rent of $109,920, or $32.00 per square feet, and expires on October 31, 2022 with three available options of five years each.

St. George Plaza

St. George Plaza is a 59,279 square foot neighborhood shopping center built in 1982. The property is located in St. George, South Carolina and is currently occupied by 6 tenants, including Food Lion and Family Dollar.

Food Lion

Food Lion leases 33,518 net rentable square feet, representing 56.54% of the net rentable square feet of St. George Plaza.

Annual rent under the Food Lion lease is $219,486.

The Food Lion lease expires on February 25, 2018 and has four renewal options for five years each.

Family Dollar

Family Dollar leases 8,001 net rentable square feet, representing 13.50% of the net rentable square feet of St. George Plaza.

Annual rent under the Family Dollar lease is $37,576.

The Family Dollar lease expires on December 31, 2016 and has one renewal option for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for St. George Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	85.75%	$ 6.97
December 31, 2013	85.75	7.03
December 31, 2012	78.05	7.05
December 31, 2011	92.31	7.08
December 31, 2010	92.31	7.05

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at St. George Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	8,450	14.25%	$ —	— %
2015	—	—	0.00	—	0.00
2016	2	9,501	16.03	58	16.25
2017	—	—	0.00	—	0.00
2018	4	41,328	69.72	299	83.75
2019	—	—	0.00	—	0.00
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	6	59,279	100.00%	$ 357	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Surrey Plaza

Surrey Plaza is a 42,680 square foot neighborhood shopping center built in 1993. The property is located in Hawkinsville, Georgia and is currently occupied by 5 tenants, including a Harvey's Supermarket, Rite Aid and Snap Fitness.

Harvey's Supermarket

Harvey's Supermarket leases 29,000 net rentable square feet, representing 67.95% of the net rentable square feet of the Surrey Plaza.

Annual rent under the Harvey's lease is $187,050.

The Harvey's lease expires on January 19, 2018 and has three renewal options for five years each.

Rite Aid Pharmacy

Rite Aid leases 7,680 net rentable square feet, representing 17.99% of the net rentable square feet of Surrey Plaza.

Annual rent under the Rite Aid lease is $49,920.

The Rite Aid lease expires on January 19, 2018 and has one renewal option for five years.

Snap Fitness

Snap Fitness leases 4,500 net rentable square feet, representing 10.54% of the net rentable square feet of Surrey Plaza.

Annual rent under the Snap Fitness lease is $31,500.

The Snap Fitness lease expires on March 31, 2017 and has two renewal options for five years each.

The following table sets forth the percentage leased and annualized rent per leased square foot for Surrey Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 6.81
December 31, 2013	100.00	6.85
December 31, 2012	100.00	7.09
December 31, 2011	89.46	7.06
December 31, 2010	92.97	7.18

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Surrey Plaza as of March 31, 2015, assuming that the tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	—	—	0.00	—	0.00
2016	—	—	0.00	—	0.00
2017	2	4,500	10.54	37	12.71
2018	3	38,180	89.46	254	87.29
2019	—	—	0.00	—	0.00
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	5	42,680	100.00%	$ 291	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Tampa Festival

Tampa Festival is a 137,987 square foot community shopping center located in Tampa, Florida that was built in 1965 with extensive renovations occurring in 2009 and an 11,650 square foot expansion in 2012. The property is occupied by 22 primarily retail and restaurant tenants, including a Winn Dixie grocery store as its primary anchor.

Winn Dixie

Winn Dixie leases 45,600 square feet of net rentable square feet, representing 33.05% of the net rentable square feet of Tampa Festival.

Annual rent under the Winn Dixie lease is $239,400.

The Winn Dixie lease expires on June 30, 2018 and has four remaining renewal options for five years.

Rainbow USA

Rainbow USA leases two spaces totaling 16,800 square feet of net rentable square feet, representing 12.17% of the net rentable square feet of Tampa Festival.

Annual rent under the Rainbow USA leases is $183,950.

The Rainbow USA lease expires on January 31, 2018 and has three remaining renewal options for five years.

Citi Trends

Citi Trends leases 15,159 square feet of net rentable square feet, representing 10.99% of the net rentable square feet of Tampa Festival.

Annual rent under the Citi Trends lease is $94,289.

The Citi Trends lease expires on October 31, 2019 and has three remaining renewal options for five years.

Family Dollar

Family Dollar leases 15,000 square feet of net rentable square feet, representing 10.87% of the net rentable square feet of Tampa Festival.

Annual rent under the Family Dollar lease is $93,000.

The Family Dollar lease expires on December 31, 2018 and has two remaining renewal options for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Tampa Festival as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	97.43%	$ 8.87
December 31, 2013	100.00	8.86
December 31, 2012	95.59	8.19
December 31, 2011	94.10	7.35
December 31, 2010	97.20	7.60

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Tampa Festival as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	3	6,236	4.52	88	7.19
2016	4	8,375	6.07	141	11.51
2017	1	4,100	2.97	38	3.10
2018	6	84,521	61.25	590	48.16
2019	3	21,559	15.62	171	13.96
2020	3	4,846	3.51	70	5.71
2021	—	—	0.00	—	0.00
2022	1	7,150	5.18	108	8.82
2023	—	—	0.00	—	0.00
2024 and thereafter	1	1,200	0.88	19	1.55
Total	22	137,987	100.00%	$ 1,225	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

The Shoppes at Eagle Harbor

The Shoppes at Eagle Harbor is a 23,303 square foot strip center built by Wheeler Development in 2009. The property is located in Carrollton, Virginia and is occupied by 7 tenants in a variety of businesses including retail, food service, and healthcare.

Bon Secours Hampton Roads Health System

Bon Secours leases 7,012 net rentable square feet, representing 30.09% of the net rentable square feet of The Shoppes at Eagle Harbor.

Annual rent under Bon Secours' lease is $146,970.

The Bon Secours lease expires on September 30, 2015 and has four renewal options for three years each.

A.J. Gators Sports Bar & Grill

A.J. Gators Sports Bar & Grill currently leases 5,337 net rentable square feet, representing 22.90% of the net rentable square feet of The Shoppes at Eagle Harbor.

Annual rent under the A.J. Gators Sports Bar & Grill lease is $96,066.

The A.J. Gators Sports Bar & Grill lease expires on October 31, 2021 and has one renewal option for five years.

Anytime Fitness

Anytime Fitness leases 4,084 net rentable square feet, representing 17.53% of the net rentable square feet of The Shoppes at Eagle Creek.

Annual rent under the Anytime Fitness lease is $81,680.

The Anytime Fitness lease expires on January 31, 2019 and has one renewal option for five years.

Animal Clinic of Eagle Harbor

The Animal Clinic of Eagle Harbor leases 2,812 net rentable square feet, representing 12.07% of the net rentable square feet of The Shoppes at Eagle Harbor.

Annual rent under the Animal Clinic of Eagle Harbor lease is $61,864.

The Animal Clinic of Eagle Harbor lease expires on August 31, 2015.

The following table sets forth the percentage leased and annualized rent per leased square foot for The Shoppes at Eagle Harbor as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 19.20
December 31, 2013	94.48	18.91
December 31, 2012	100.00	20.28
December 31, 2011	100.00	18.84
December 31, 2010	94.05	20.50

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage.

The following table sets forth the lease expirations for leases in place at The Shoppes at Eagle Harbor as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	3	11,210	48.11	237	52.09
2016	—	—	—	—	—
2017	1	1,386	5.95	20	4.40
2018	—	—	0.00	—	0.00
2019	1	4,084	17.53	81	17.80
2020	—	—	0.00	—	0.00
2021	1	5,337	22.90	96	21.10
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	1	1,286	5.51	21	4.61
Total	7	23,303	100.00%	$ 455	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Twin City Commons

Twin City Commons is a 47,680 square foot neighborhood shopping center built in 1998 and renovated in 2002. We acquired the center on December 21, 2012. The property is located in Batesburg-Leesville, South Carolina and is currently occupied by 5 tenants, including a BI-LO grocery store.

BI-LO leases 41,980 net rentable square feet, representing 88.05% of the total net rentable square feet at Twin City Crossing. BI-LO is the only tenant leasing in excess of 10% of the GLA of Twin City Commons. The annual rent under the BI-LO lease is $356,830. The BI-LO lease is set to expire on December 31, 2021 and is subject to six renewal options of five years each.

The following table sets forth the percentage leased and annualized rent per leased square foot for Twin City Commons as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	100.00%	$ 9.42
December 31, 2013	100.00	9.45
December 31, 2012	100.00	9.37
December 31, 2011	100.00	9.27
December 31, 2010	100.00	9.26

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Twin City Commons as of March 31, 2015, assuming that the tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	—	0.00%	$ —	— %
2015	1	1,200	2.52	19	4.23
2016	—	—	0.00	—	0.00
2017	1	1,800	3.78	36	8.02
2018	—	—	0.00	—	0.00
2019	1	1,200	2.52	17	3.79
2020	—	—	0.00	—	0.00
2021	1	41,980	88.05	357	79.51
2022	—	—	0.00	—	0.00
2023	1	1,500	3.13	20	4.45
2024 and thereafter	—	—	0.00	—	0.00
Total	5	47,680	100.00%	449	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Walnut Hill Plaza

Walnut Hill Plaza is an 87,239 square foot neighborhood shopping center built in 1959 and most recently renovated in 2008 by Wheeler Development. The property is located in Petersburg, Virginia. The property is occupied by 11 tenants and features a variety of retailers including Maxway, Save-A-Lot, Rent-A-Center and Family Dollar.

Variety Wholesalers

Variety Wholesalers leases 15,000 square feet of net rentable square feet, representing 17.19% of the net rentable square feet of Walnut Hill Plaza. Variety Wholesalers operates a Maxway department store at this location.

Annual rent under the Variety Wholesalers lease is $75,000.

The Variety Wholesalers lease expires on February 28, 2018 and is not currently subject to any renewal options.

Moran Foods, Inc.

Moran Foods leases 14,812 square feet of net rentable square feet, representing 16.98% of the net rentable square feet of Walnut Hill Plaza. Moran Foods operates a Save-A-Lot grocery store at this location.

Annual rent under the Moran Foods lease is $97,759.

The Moran Foods lease expires on February 29, 2016 and has two renewal options remaining, for five years each.

Beauty World

Beauty World leases 11,780 net rentable square feet, representing 13.50% of the net rentable square feet of Walnut Hill Plaza.

Annual Rent under the Beauty World lease is $117,800.

The Beauty World lease expires on March 31, 2018 and has one renewal option for an additional five year period.

Citi Trends

Citi Trends clothing retailer leases 9,875 net rentable square feet, representing 11.32% of the net rentable square feet of Walnut Hill Plaza.

Annual rent under the Citi Trends lease is $64,188.

The Citi Trends lease is in the midst of its first and only renewal option period and the lease is currently set to expire on July 30, 2018.

The following table sets forth the percentage leased and annualized rent per leased square foot for Walnut Hill Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	85.22%	$ 7.98
December 31, 2013	82.69	7.74
December 31, 2012	82.69	7.40
December 31, 2011	82.69	7.31
December 31, 2010	82.69	6.31

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Walnut Hill Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	12,894	14.78%	$ —	— %
2015	—	—	0.00	—	0.00
2016	5	26,282	30.13	212	35.75
2017	1	4,680	5.36	39	6.58
2018	3	36,655	42.02	257	43.34
2019	2	6,728	7.71	85	14.33
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	11	87,239	100.00%	$ 593	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Waterway Plaza

Waterway Plaza is a 49,750 square foot neighborhood shopping center built in 1991. The property is located in Little River, South Carolina and is currently occupied by 8 tenants, including Food Lion and Family Dollar.

Food Lion

Food Lion leases 29,000 net rentable square feet, representing 58.29% of the net rentable square feet of Waterway Plaza.

Annual rent under the Food Lion lease is $195,750.

The Food Lion lease expires on May 24, 2016 and has four renewal options for five years each.

Family Dollar

Family Dollar leases 8,450 net rentable square feet, representing 16.98% of the net rentable square feet of Waterway Plaza.

Annual rent under the Family Dollar lease is $73,958.

The Family Dollar lease expires on December 31, 2015 and has three renewal option for five years each.

The following table sets forth the percentage leased and annualized rent per leased square foot for Waterway Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	92.76%	$ 8.55
December 31, 2013	97.59	9.00
December 31, 2012	97.59	8.43
December 31, 2011	97.59	8.55
December 31, 2010	100.00	8.60

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Waterway Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	3,600	7.24%	$ —	— %
2015	1	8,450	16.98	74	18.64
2016	3	31,700	63.72	236	59.45
2017	1	1,800	3.62	24	6.05
2018	1	1,200	2.40	20	5.04
2019	1	1,500	3.02	20	5.04
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	1	1,500	3.02	23	5.78
Total	8	49,750	100.00%	$ 397	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Westland Square

Westland Square is a 62,735 square foot neighborhood shopping center built in 1986 and renovated in 1994. The property is located in West Columbia, South Carolina and is currently occupied by 9 tenants, including Food Lion and Family Dollar.

Food Lion

Food Lion leases 29,000 net rentable square feet, representing 46.23% of the net rentable square feet of Westland Square.

Annual rent under the Food Lion lease is $224,750.

The Food Lion lease expires on May 29, 2016 and has six renewal options for five years each.

Family Dollar

Family Dollar leases 9,375 net rentable square feet, representing 14.94% of the net rentable square feet of Westland Square.

Annual rent under the Family Dollar lease is $41,250.

The Family Dollar lease expires on December 31, 2019 and has two renewal options for five years each.

The following table sets forth the percentage leased and annualized rent per leased square foot for Westland Square as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	83.14%	$ 7.94
December 31, 2013	83.14	7.94
December 31, 2012	79.45	8.55
December 31, 2011	82.00	7.95
December 31, 2010	92.64	7.80

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Westland Square as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	4,370	6.97%	$ —	—%
2015	1	8,270	13.18	74	17.01
2016	3	32,200	51.33	275	63.22
2017	1	2,310	3.68	—	0.00
2018	—	—	0.00	—	0.00
2019	3	13,285	21.18	86	19.77
2020	—	—	0.00	—	0.00
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	1	2,300	3.66	—	0.00
Total	9	62,735	100.00%	$ 435	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

Winslow Plaza

Winslow Plaza is a 40,695 square foot neighborhood shopping center built in 1990 and renovated in 2009, and anchored by Kings Liquors. The property is located in Sicklerville, New Jersey and is occupied by 14 primarily retail and restaurant tenants. The property is shadow-anchored by a ShopRite grocery store.

Kings Liquors

Kings Liquors leases 9,600 square feet of net rentable square feet, representing 23.59% of the net rentable square feet of Winslow Plaza.

Annual rent under the Kings Liquors lease is $100,800.

The Kings Liquors lease expires on August 31, 2017 and has two remaining renewal options for five years.

Soltz Paints

Soltz Paints leases 4,800 square feet of net rentable square feet, representing 11.80% of the net rentable square feet of Winslow Plaza.

Annual rent under the Soltz Paints lease is $69,600.

The Soltz Paints lease expires on February 28, 2017 and has one remaining renewal option for five years.

Sunshine Beauty

Sunshine Beauty leases 4,800 square feet of net rentable square feet, representing 11.80% of the net rentable square feet of Winslow Plaza.

Annual rent under the Sunshine Beauty lease is $48,000.

The Sunshine Beauty lease expires on March 31, 2017 and has one remaining renewal option for five years.

The following table sets forth the percentage leased and annualized rent per leased square foot for Winslow Plaza as of the indicated dates:

Date	Percent Leased	Annualized Rent Per Leased Square Foot (1)
December 31, 2014	94.10%	$ 14.09
December 31, 2013	94.10	15.20
December 31, 2012	94.10	14.42
December 31, 2011	94.10	14.22
December 31, 2010	97.05	13.88

(1) Annualized rent per leased square foot is calculated by dividing (i) annualized base rent, by (ii) square footage leased.

The following table sets forth the lease expirations for leases in place at Winslow Plaza as of March 31, 2015, assuming that tenants do not exercise any renewal options or early termination options:

Lease Expiration Year	Number of Expiring Leases	Square Footage of Expiring Leases	Percentage of Property Leased Square Feet	Annualized Base Rent (in 000s) (1)	Percentage of Property Annualized Base Rent
Available	—	3,600	8.85%	$ —	—%
2015	1	1,200	2.95	29	5.50
2016	2	3,000	7.37	37	7.02
2017	7	26,295	64.61	329	62.43
2018	3	4,800	11.80	89	16.89
2019	—	—	0.00	—	0.00
2020	1	1,800	4.42	43	8.16
2021	—	—	0.00	—	0.00
2022	—	—	0.00	—	0.00
2023	—	—	0.00	—	0.00
2024 and thereafter	—	—	0.00	—	0.00
Total	14	40,695	100.00%	$ 527	100.00%

(1) Annualized rent is calculated by multiplying (i) base rental payments for the month ended March 31, 2015 for the leases expiring during the applicable period, by (ii) 12.

THE EXCHANGE OFFER

NEITHER WE NOR OUR BOARD OF DIRECTORS NOR THE DEALER MANAGERS MAKE ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER ANY SHARES OF PREFERRED STOCK OR REFRAIN FROM TENDERING SHARES OF PREFERRED STOCK IN THE EXCHANGE OFFER. ACCORDINGLY, YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER SHARES OF PREFERRED STOCK IN THE EXCHANGE OFFER AND, IF SO, THE NUMBER OF YOUR SHARES (IF ANY) OF PREFERRED STOCK THAT YOU WILL TENDER. PARTICIPATION IN THE EXCHANGE OFFER IS VOLUNTARY, AND YOU SHOULD CAREFULLY CONSIDER WHETHER TO PARTICIPATE. BEFORE YOU MAKE YOUR DECISION, WE URGE YOU TO CAREFULLY READ THIS PROSPECTUS IN ITS ENTIRETY, INCLUDING THE INFORMATION SET FORTH IN THE SECTION OF THIS PROSPECTUS ENTITLED "RISK FACTORS". WE ALSO URGE YOU TO CONSULT YOUR OWN FINANCIAL AND TAX ADVISORS IN MAKING YOUR OWN DECISIONS ON WHAT ACTION, IF ANY, TO TAKE IN LIGHT OF YOUR OWN PARTICULAR CIRCUMSTANCES.

General

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, up to 20,853,250 newly issued shares of our common stock for properly tendered and accepted shares (subject to proration, as described below) of our Series A Preferred Stock and Series B Preferred Stock, as described below.

For each share of preferred stock that we accept for exchange in accordance with the terms of the Exchange Offer, we will issue a number of shares of our common stock having the aggregate dollar value set forth below under "—Consideration".

This prospectus and the letter of transmittal are being sent to all holders of our preferred stock. There will be no fixed record date for determining holders of preferred stock entitled to participate in the exchange.

Any shares of preferred stock that are accepted for exchange in the Exchange Offer will be restored to the status of authorized but unissued shares of preferred stock. Shares of preferred stock tendered but not accepted because they were not validly tendered will remain outstanding upon completion of the Exchange Offer. If any tendered shares of preferred stock are not accepted for exchange and payment because of an invalid tender, the occurrence of other events set forth in this prospectus or otherwise, all unaccepted shares of preferred stock will be returned, without expense, to the tendering holder promptly after the Expiration Date.

Our offer to accept shares of preferred stock tendered pursuant to the Exchange Offer is limited by the conditions listed below under "—Conditions of the Exchange Offer."

Shares of preferred stock that are not exchanged in the Exchange Offer will remain outstanding and will be entitled to the rights and benefits their holders have under the certificate of designation applicable to the corresponding series of preferred stock.

We will be deemed to have accepted for exchange properly tendered shares of preferred stock when we have given oral or written notice of the acceptance to the Exchange Agent. The Exchange Agent will act as agent for the holders of preferred stock who tender their shares of preferred stock in the Exchange Offer for the purposes of receiving the Exchange Offer Consideration from us and delivering the Exchange Offer Consideration to the exchanging holders. We expressly reserve the right, subject to applicable law, to amend or terminate the Exchange Offer, and not to accept for exchange any shares of preferred stock not previously accepted for exchange, upon the occurrence of any of the conditions specified below under "—Conditions of the Exchange Offer."

Purpose and Background of the Exchange Offer

We are making this offer to improve our capital structure. Assuming a sufficient number of holders of preferred stock tender their shares at the proposed Exchange Offer Consideration (as defined below), we believe that consummation will allow us to record an increase to our tangible common stockholders' equity, which we define as our common stockholders' equity less our intangible assets. Assuming the transactions described in this prospectus are consummated, we believe that the increase in our tangible common equity capitalization and preservation of liquidity as a result of this Exchange Offer will improve our ability to operate in the current economic environment and enhance our long-term financial stability.

Terms of the Exchange Offer

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and in the related letter of transmittal, up to 20,853,250 newly issued shares of our common stock for properly tendered and accepted shares of our Series A Preferred Stock and Series B Preferred Stock. See "—Consideration" below. Any shares of preferred stock not exchanged will remain outstanding. The shares of preferred stock validly tendered and accepted for exchange in the Exchange Offer will be retired and cancelled.

Consideration

Upon the terms and subject to the conditions set forth in this prospectus and the related letter of transmittal, for each share of preferred stock that we accept for exchange, we will issue a number of shares of our common stock set forth in the table below. Because the number of shares of common stock to be issued in the Exchange Offer is fixed, changes in the trading price of the common stock will result in the market value of the common stock you receive in exchange for tendering your shares being different than the value reflected above.

Exchange Offer Consideration Per Share

CUSIP	Title of Security	Liquidation Preference Per Share	Aggregate Liquidation Preference Outstanding	Common Shares Offered for Exchange Therefor (1)	Exchange Value (1)	Consideration as % of Liquidation Preference
N/A	Series A Preferred Stock	$ 1,000	$ 1,809,000	904,500	$ 2,152,710	119%
963025 309	Series B Preferred Stock	$ 25	$39,897,500	19,948,750	$47,478,025	119%

(1) The Exchange Value is equal to the number of shares of common stock offered per share of preferred stock multiplied by the last reported sale price of our common stock. Because the number of shares of common stock to be issued in the Exchange Offer is fixed, changes in the trading prices of the common stock will result in the market value of the common stock you receive in exchange for tendering your shares being different than the value reflected in the table above. The last reported sale price of our common stock on the Nasdaq Capital Market on June 11, 2015, was $2.38 per share.

Source of Consideration

The shares of our common stock to be issued in the Exchange Offer are available from our authorized but unissued shares of common stock.

Conditions of the Exchange Offer

Notwithstanding any other provision of the Exchange Offer, we will not be obligated to accept for exchange validly tendered shares of preferred stock pursuant to the Exchange Offer if the general conditions (as defined below) have not been satisfied with respect to the Exchange Offer. The Exchange Offer is not conditioned upon any minimum number or aggregate liquidation preference of preferred stock being tendered.

For purposes of the foregoing provisions, all of the "general conditions" shall be deemed to have been satisfied on the Expiration Date unless any of the following conditions shall have occurred and be continuing on or after the date of this prospectus and before the Expiration Date with respect to the Exchange Offer:

- there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities in the United States securities or financial markets, (ii) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States that would reasonably be expected to have a materially adverse effect on our business, operations, properties, condition (financial or operating condition), assets, liabilities or prospects or (iii) any significant adverse change in the United States securities or financial markets generally;
- there exists an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our judgment, would or would be reasonably likely to prohibit, prevent or materially restrict or delay consummation of the Exchange Offer or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or operating condition), assets, liabilities or prospects or those of our affiliates;
- there shall have been instituted, threatened in writing or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Exchange Offer, that is, or is reasonably likely to be, in our judgment, materially adverse to our business, operations, properties, condition (financial or operating condition), assets, liabilities or prospects or those of our affiliates, or which would or might, in our judgment, directly or indirectly prohibit, prevent, restrict or delay consummation of the Exchange Offer or otherwise adversely affect the Exchange Offer in any material manner;
- there exists any other actual or threatened (in writing) legal impediment to the Exchange Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Exchange Offer, or the contemplated benefits of the Exchange Offer to us or our affiliates;
- there shall have occurred any development which would, in our judgment, materially adversely affect our business, operations, properties, condition (financial or operating condition), assets, liabilities or prospects or those of our affiliates; or
- an event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Exchange Offer or materially impair the contemplated benefits to us or our affiliates of the Exchange Offer.

In addition to the conditions described above, and notwithstanding any other provision of the Exchange Offer, we will not be required to accept for exchange, or to issue common stock in respect of, any shares of preferred stock tendered pursuant to the Exchange Offer, and may terminate, extend or amend the Exchange Offer and may (subject to Rule 13e-4(f) and Rule 14e-1 under the Exchange Act) postpone the acceptance for exchange of, and issuance of shares of our common stock in respect of, any shares of preferred stock so tendered in the Exchange Offer unless the registration statement of which this prospectus forms a part becomes effective and no stop order suspending the effectiveness of the registration statement and no proceedings for that purpose have been instituted or are pending, or to our knowledge, are contemplated or threatened by the SEC.

We expressly reserve the right to amend or terminate the Exchange Offer and to reject for exchange any shares of preferred stock not previously accepted for exchange, upon the occurrence of any of the conditions of the Exchange Offer specified above. In addition, we expressly reserve the right, at any time or at various times, to waive any of the conditions of the Exchange Offer, in whole or in part, except as to the requirement that the registration statement of which this prospectus forms a part be declared effective, which condition we will not waive. We will give oral or written notice (with any oral notice to be promptly confirmed in writing) of any amendment, non-acceptance, termination or waiver to the information and Exchange Agent as promptly as practicable, followed by a timely press release.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

All conditions to the Exchange Offer must be satisfied or waived prior to the expiration of the Exchange Offer. The Exchange Offer is not conditioned upon any minimum number or aggregate liquidation preference of preferred stock being tendered for exchange.

Procedures for Tendering

Certain shares of our preferred stock were issued in book-entry form, and such shares are represented by global certificates issued to Cede & Co., as nominee of DTC. If your securities are book-entry securities, you may tender your shares of preferred stock by transferring them through ATOP or following the other procedures described under "The Exchange Offer—Procedures for Tendering."

If you hold certificated shares of preferred stock and wish to tender such shares for exchange, you must deliver to the Exchange Agent (1) preferred stock certificates to be exchanged, and (2) a properly completed letter of transmittal.

To tender shares of preferred stock, Computershare Trust, N.A., the Exchange Agent, must receive, prior to the Expiration Date, a timely confirmation of book-entry transfer of such shares of preferred stock and an agent's message through ATOP according to the procedure for book-entry transfer described in this prospectus. If you tender under ATOP, you will agree to be bound by the letter of transmittal that we are providing with this prospectus as though you had signed the letter of transmittal. If you wish to tender shares of preferred stock that you hold in "street name" and are legally held in the name of a broker or other nominee, you should instruct your broker or other nominee to tender on your behalf.

If you hold your shares of preferred stock through a bank, broker or other nominee, in order to validly tender your shares of preferred stock in the Exchange Offer, you must direct the legal owner of such shares (e.g., your bank, broker, custodian, commercial bank or trust company) with regard to procedures for tendering, in order to enable such legal owner to comply with the procedures described below. Beneficial owners are urged to appropriately instruct such legal owner at least five business days prior to the Expiration Date in order to allow adequate processing time for their instruction.

In order for a legal owner to validly tender your shares of preferred stock in the Exchange Offer, such legal owner must deliver to the Exchange Agent an electronic message that will contain:

- the beneficial owner's acknowledgment and agreement to, and agreement to be bound by, the terms of the accompanying letter of transmittal; and
- a timely confirmation of book-entry transfer of the beneficial owner's shares of preferred stock into the Exchange Agent's account.

Should you have any questions as to the procedures for tendering your shares of preferred stock, please call your bank, broker, custodian, trust company or other nominee or call the Information Agent.

How to tender if you are a beneficial owner but not a DTC participant.

If you beneficially own preferred stock through an account maintained by a broker, dealer, commercial bank, trust company or other DTC participant and you desire to tender preferred stock, you should contact the legal owner of your shares, or your DTC participant, promptly and instruct it to tender your shares of preferred stock on your behalf. **Beneficial owners are urged to appropriately instruct the legal owner of such shares (e.g., your bank, broker, custodian, commercial bank or trust company) at least five business days prior to the Expiration Date in order to allow adequate processing time for their instruction.**

In order for your bank, broker, custodian, commercial bank, trust company or other nominee to validly tender shares of preferred stock in the Exchange Offer, such bank, broker, custodian, commercial bank, trust company or other nominee must deliver to the Exchange Agent via DTC an electronic message that will contain:

- your acknowledgment and agreement to, and agreement to be bound by, the terms of the accompanying letter of transmittal; and
- a timely confirmation of book-entry transfer of your shares of preferred stock into the Exchange Agent's account.

How to tender if you are a DTC participant.

To participate in the Exchange Offer, a DTC participant must:

- comply with the ATOP procedures of DTC described below; or
- (i) complete and sign and date the letter of transmittal, or a facsimile of the letter of transmittal; (ii) have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires; and (iii) mail or deliver the letter of transmittal or facsimile to the Exchange Agent prior to the Expiration Date.

In addition, either:

- the Exchange Agent must receive, prior to the Expiration Date, a properly transmitted agent's message (as defined under —"Tendering through ATOP" below); or
- the Exchange Agent must receive, prior to the Expiration Date, a timely confirmation of book-entry transfer of such shares of preferred stock into the Exchange Agent's account at DTC according to the procedure for book-entry transfer described below and the letter of transmittal and other documents required by the letter of transmittal.

If a DTC participant chooses to tender by delivery of a letter of transmittal, to be validly tendered the Exchange Agent must receive any physical delivery of the letter of transmittal and other required documents at its address indicated on the back cover of this prospectus and the front cover of the letter of transmittal prior to the Expiration Date.

The tender by a holder that is not withdrawn prior to our acceptance of the tender will constitute a binding agreement between the holder and us in accordance with the terms and subject to the conditions described in this prospectus and in the letter of transmittal.

The method of delivery of the letter of transmittal and all other required documents to the Exchange Agent is at your election and risk. Rather than mail these items, we recommend that you use an overnight delivery service. In all cases, you should allow sufficient time to assure delivery to the Exchange Agent before the Expiration Date. You should not send the letter of transmittal to us.

How to tender if you hold certificated shares of preferred stock.

On the date of any tender for exchange, if you hold certificated shares of preferred stock, you must do each of the following in order to validly tender for exchange:

- complete and manually sign the accompanying letter of transmittal provided by the Exchange Agent, or a facsimile of the exchange notice, and deliver the signed letter to the Exchange Agent;
- surrender your preferred stock certificates to the Exchange Agent;
- if required, furnish appropriate endorsements and transfer documents; and
- if required, pay all transfer or similar taxes.

Signatures and signature guarantees.

If you are using a letter of transmittal or notice of withdrawal, you must have signatures guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States, or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act. In addition, such entity must be a member of one of the recognized signature guarantee programs identified in the letter of transmittal. Signature guarantees are not required, however, if the shares of preferred stock are tendered for the account of a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States, or an eligible guarantor institution.

Tendering through ATOP.

The Exchange Agent and DTC have confirmed that any financial institution that is a participant in DTC's system may use ATOP to tender. DTC participants may, instead of physically completing and signing the letter of transmittal and delivering it to the Exchange Agent, transmit an acceptance of the Exchange Offer electronically. DTC participants may do so by causing DTC to transfer the shares of preferred stock to the Exchange Agent in accordance with its procedures for transfer. DTC will then send an agent's message to the Exchange Agent.

The term "agent's message" means a message transmitted by DTC, received by the Exchange Agent and forming part of the book-entry confirmation, to the effect that:

- DTC has received an express acknowledgment from a DTC participant in its ATOP that it is tendering shares of preferred stock that are the subject of such book-entry confirmation;
- such DTC participant has received and agrees to be bound by the terms of the letter of transmittal; and
- the agreement may be enforced against such DTC participant.

Determination of Validity

We will determine in our sole discretion all questions as to the validity, form, eligibility, including time of receipt, and acceptance and withdrawal of tendered shares of preferred stock. We reserve the absolute right to reject any and all shares of preferred stock not validly tendered or any shares of preferred stock whose acceptance by us would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects or irregularities either before or after the Expiration Date. Our interpretation of the terms and conditions of the Exchange Offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of shares of preferred stock must be cured within a time period that we will determine. Neither we, the Dealer Managers, the Information Agent, the Exchange Agent nor any other person has or will have any duty to give notification of any defects or irregularities, nor will any of us or them incur any liability for failure to give such notification. Tenders of shares of preferred stock will not be considered to have been made until any defects or irregularities have been cured or waived. Any shares of preferred stock received by the Exchange Agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering owners, via the facilities of DTC, promptly following the Expiration Date or the termination date.

Acceptance; Exchange of Shares of Preferred Stock

On the Expiration Date, the Exchange Agent will tender to us the number of shares of preferred stock tendered for exchange in the offer whereupon we will deliver to the Exchange Agent for delivery to tendering holders of the preferred stock the number of shares of our common stock into which the shares of preferred stock

tendered are convertible in satisfaction of the shares of our common stock the tendering holders are entitled to receive upon exchange of their shares of preferred stock.

We will issue the common stock upon the terms of the Exchange Offer and applicable law upon exchange of shares of preferred stock validly tendered in the Exchange Offer promptly after the Expiration Date and our acceptance of the validly tendered preferred stock. For purposes of the Exchange Offer, we will be deemed to have accepted for exchange validly tendered shares of preferred stock or defectively tendered shares of preferred stock with respect to which we have waived such defect, when, as and if we give written or oral notice of such acceptance to the Exchange Agent.

Shares of preferred stock accepted for exchange by us pursuant to the Exchange Offer will be exchanged for shares of our common stock deposited with the Exchange Agent. The Exchange Agent will act as your agent for the purpose of receiving our common stock from us and transmitting such common stock to you.

In all cases, issuance of shares of common stock for shares of preferred stock accepted for exchange by us pursuant to the Exchange Offer will be made promptly after the Expiration Date and will be credited by the Exchange Agent to the appropriate account at DTC, subject to receipt by the Exchange Agent of:

- timely confirmation of a book-entry transfer of the shares of preferred stock into the Exchange Agent's account at DTC, pursuant to the procedures set forth in "—Procedures for Tendering" above;
- a properly transmitted agent's message; and
- any other documents required by the letter of transmittal.

By tendering shares of preferred stock pursuant to the Exchange Offer, the holder will be deemed to have represented and warranted that such holder has full power and authority to tender, sell, assign and transfer the shares of preferred stock tendered thereby and that when such shares of preferred stock are accepted for exchange by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The holder will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Exchange Agent or by us to be necessary or desirable to complete the assignment and transfer of the shares of preferred stock tendered thereby.

By tendering shares of preferred stock pursuant to the Exchange Offer, the holder will be deemed to have agreed that the delivery and surrender of the shares of preferred stock is not effective, and the risk of loss of the shares of preferred stock does not pass to the Exchange Agent, until receipt by the Exchange Agent of a properly transmitted agent's message together with all accompanying evidences of authority and any other required documents in form satisfactory to us.

Return of Unaccepted Shares of Preferred Stock

If any tendered shares of preferred stock are not accepted for exchange for any reason pursuant to the terms and conditions of the Exchange Offer, such shares of preferred stock will be returned without expense to the tendering holder or, in the case of shares of preferred stock tendered by book-entry transfer, such shares of preferred stock will be credited to an account maintained at DTC, designated by the participant therein who so delivered such shares of preferred stock, in each case, promptly following the Expiration Date or the termination of the Exchange Offer.

Expiration Date; Extensions; Termination; Amendment

The Exchange Offer will expire on the Expiration Date unless we have extended the period of time that the Exchange Offer is open. The Expiration Date will be at least 20 business days after the beginning of the Exchange Offer, as required by Rule 14e-1(a) under the Exchange Act.

We reserve the right to extend the period of time that the Exchange Offer is open, and delay acceptance for exchange of any shares of preferred stock in accordance with applicable law, by giving oral or written notice to the Exchange Agent and by timely public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any extension, all shares of preferred stock previously tendered will remain subject to the Exchange Offer unless properly withdrawn.

In addition, we reserve the right to:

- terminate or amend the Exchange Offer and not to accept for exchange any shares of preferred stock not previously accepted for exchange upon the occurrence of any of the events specified above under "—Conditions of the Exchange Offer" that have not been waived by us; and
- amend the terms of the Exchange Offer in any manner permitted or not prohibited by law.

If we terminate or amend the Exchange Offer, we will notify the Exchange Agent by oral or written notice (with any oral notice to be promptly confirmed in writing) and will issue a timely press release or other public announcement regarding the termination or amendment. Upon termination of the Exchange Offer for any reason, any shares of preferred stock previously tendered in the Exchange Offer will be promptly returned to the tendering holders.

If we make a material change in the terms of the Exchange Offer or the information concerning the Exchange Offer, or waive a material condition of the Exchange Offer, we will promptly disseminate disclosure regarding the change to the Exchange Offer and extend the Exchange Offer, each if required by law, to ensure that the Exchange Offer remains open a minimum of five business days from the date we disseminate disclosure regarding the change.

If we make a change in the number of shares of preferred stock sought or the Exchange Offer Consideration, including the number of shares of our common stock offered in the exchange, we will promptly disseminate disclosure regarding the change and extend the Exchange Offer, each if required by law, to ensure that the Exchange Offer remains open a minimum of ten business days from the date we disseminate disclosure regarding the change.

If, for any reason, acceptance for exchange of validly tendered shares of preferred stock pursuant to the Exchange Offer is delayed, or we are unable to accept for purchase or to pay for validly tendered shares of preferred stock pursuant to the Exchange Offer, then the Exchange Agent may, nevertheless, on our behalf, retain the tendered shares of preferred stock, without prejudice to our rights described herein, but subject to applicable law and Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the shares of preferred stock tendered promptly after the termination or withdrawal of the Exchange Offer.

Treatment of Accrued and Unpaid Dividends on Shares of Series A and Series B Preferred Stock Tendered in the Exchange Offer

Once you tender your shares of Series A and/or Series B Preferred Stock you will not receive any accumulated and unpaid dividends in respect of the tendered shares or preferred stock since the last dividend payment date for the Series A and Series B Preferred Stock. If you no longer hold the Series A and Series B Preferred Stock on their applicable record dates or dividend payment dates because you tendered them in the Exchange Offer, you will not receive any unpaid and accrued dividends.

Settlement Date

The settlement date in respect of any shares of preferred stock that are validly tendered prior to the Expiration Date and accepted by us is expected to occur approximately three business days following the Expiration Date and is anticipated to be on or about July 16, 2015.

Fractional Shares

We will not issue fractional shares of our common stock in the Exchange Offer. A holder otherwise entitled to a fractional share of our common stock pursuant to the terms of the Exchange Offer will receive an amount of cash based upon a price per share of common stock of $2.38.

Withdrawal of Tenders

For a withdrawal of shares of preferred stock to be effective, the Exchange Agent must receive a written or facsimile transmission containing a notice of withdrawal before the Expiration Date by a properly transmitted "Request Message" through ATOP. Such notice of withdrawal must (i) specify the name of the holder of shares of preferred stock who tendered the shares of preferred stock to be withdrawn, (ii) contain a description of the shares of preferred stock to be withdrawn and the number of shares of preferred stock, (iii) contain a statement that such holder of shares of preferred stock is withdrawing the election to tender their shares of preferred stock, and (iv) be signed by the holder of such shares of preferred stock in the same manner as the original signature on the letter of transmittal (including any required signature guarantees) or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of the shares of preferred stock. Any notice of withdrawal must identify the shares of preferred stock to be withdrawn, including the name and number of the account at DTC to be credited and otherwise comply with the procedures of DTC. Withdrawal of tendered shares of preferred stock may only be accomplished in accordance with the foregoing procedures.

We will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in our sole discretion, which determination shall be final and binding. None of the Company, the Dealer Managers, the Information Agent, the Exchange Agent, or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

Future Purchases

Following completion of the Exchange Offer, we or our affiliates may repurchase additional shares of preferred stock that remain outstanding in the open market, in privately negotiated transactions or otherwise. Future purchases of shares of preferred stock that remain outstanding after the Exchange Offer may be on terms that are more or less favorable than the Exchange Offer. However, Exchange Act Rules 14e-5 and 13e-4 generally prohibit us and our affiliates from purchasing any shares of preferred stock other than pursuant to the Exchange Offer until 10 business days after the Expiration Date of the Exchange Offer, although there are some exceptions. Future purchases, if any, will depend on many factors, which include market conditions and the condition of our business.

Accounting Treatment

The exchange by holders of shares of our preferred stock for shares of common stock will result in the extinguishment and retirement of such shares of preferred stock and an issuance of common stock. The liquidation preference of each share of preferred stock retired will be reduced and common stock and additional paid-in-capital will increase in the amount of the fair value of the common stock issued. Upon the cancellation of such shares of preferred stock acquired by us pursuant to the Exchange Offer, the difference between the liquidation preference of shares of preferred stock retired and the fair value of the common stock exchanged will be treated as an increase to our retained earnings and income available to common stockholders for earnings per share purposes.

The exchange by holders of our preferred stock for common stock will be accounted for as an induced conversion. We will increase our common stock and additional paid-in-capital by the liquidation value of the amount of preferred stock exchanged. The fair value of our common stock issued in excess of the fair value of securities issuable pursuant to the original exchange terms will be treated as a reduction to our retained earnings and net income available to common stockholders for earnings per share purposes.

Compliance with Securities Laws

The Company may not complete the Exchange Offer until the registration statement, of which this prospectus forms a part, is declared effective by the Commission. We are not aware of any other material regulatory approvals to complete the Exchange Offer.

Exchange Agent and Information Agent

Computershare Trust Company, N.A. has been appointed as the Exchange Agent and Georgeson, Inc. has been appointed as Information Agent for the Exchange Offer. We have agreed to pay Computershare Trust Company, N.A. and Georgeson Inc., reasonable and customary fees for their services and will reimburse Computershare Trust Company, N.A and Georgeson, Inc. for their reasonable out-of-pocket expenses. All required documents should be sent or delivered to the Exchange Agent at the address set forth on the back cover of this prospectus. Any questions and requests for assistance, or requests for additional copies of this prospectus, the letter of transmittal and other related documents should be directed to the Information Agent at the address set forth on the back cover of this prospectus.

Dealer Managers

As Dealer Managers for the Exchange Offer, Compass Point Research & Trading, LLC and Maxim Group LLC will perform services customarily provided by investment banking firms acting as Dealer Managers of Exchange Offers of a like nature, including, but not limited to, soliciting tenders of shares of preferred stock pursuant to the Exchange Offer and communicating generally regarding the Exchange Offer with banks, brokers, custodians, nominees and other persons, including the holders of the shares of preferred stock.

Fees and Expenses

Tendering holders of outstanding shares of preferred stock will not be required to pay any expenses of soliciting tenders in the Exchange Offer. However, if a tendering holder handles the transactions through its broker, dealer, commercial bank, trust company or other institution, such holder may be required to pay brokerage fees or commissions. We will bear the fees and expenses of soliciting tenders for the Exchange Offer. The principal solicitation is being made by mail. However, additional solicitations may be made by facsimile transmission, telephone or in person by our officers and other employees. We will also pay the Dealer Managers, Information Agent and the Exchange Agent reasonable out-of-pocket expenses, and we will indemnify each of the Dealer Managers, Information Agent and the Exchange Agent against certain liabilities and expenses in connection with the Exchange Offer, including liabilities under the federal securities laws.

Transfer Taxes

Holders who tender their shares of preferred stock for exchange will not be obligated to pay any transfer taxes. If, however:

- shares of our common stock are to be delivered to, or issued in the name of, any person other than the registered owner of the tendered shares of preferred stock; or
- the shares of preferred stock are registered in the name of any person other than the person signing the letter of transmittal,

then the amount of any transfer taxes, whether imposed on the registered owner or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption from them is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to the tendering holder.

No Appraisal Rights

No appraisal or dissenters' rights are available to holders of shares of preferred stock under applicable law in connection with the Exchange Offer.

Fairness Opinion

We are not making a recommendation as to whether you should exchange your shares of preferred stock in the Exchange Offer. We have not retained, and do not intend to retain, any unaffiliated representative to act solely on behalf of the holders of the shares of preferred stock for purposes of negotiating the Exchange Offer or preparing a report concerning the fairness of the Exchange Offer. The value of the common stock to be issued in the Exchange Offer may not equal or exceed the value of the shares of preferred stock tendered. You must make your own independent decision regarding your participation in the Exchange Offer.

Regulatory Matters

Except for the requirements of applicable U.S. federal and state securities laws and Nasdaq Capital Market, we know of no federal or state regulatory requirements to be complied with or approvals to be obtained by us in connection with the Exchange Offer which, if not complied with or obtained, would have a material adverse effect on us.

DESCRIPTION OF CAPITAL STOCK

Although the following summary describes the material terms of our stock, it is not a complete description of the MGCL or our charter and bylaws, copies of which are filed as exhibits to the registration statement of which this prospectus is a part and are available from us upon request.

General

Our charter, as amended, provides that we may issue a maximum of 150,000,000 shares of common stock, and 5,000,000 shares of preferred stock, without par value per share. Our charter authorizes our board of directors, with the approval of a majority of the entire board of directors and without any action by our stockholders, to amend our charter to increase or decrease the aggregate number of authorized shares of stock or the number of authorized shares of any class or series of our stock and classify any unissued shares of preferred stock. As of June 12, 2015, 54,406,299 shares of our common stock, 1,809 shares of our Series A Preferred Stock and 1,595,900 shares of our Series B Preferred Stock, were issued and outstanding. Under Maryland law, stockholders generally are not personally liable for our debts or obligations solely as a result of their status as stockholders.

As of June 12, 2015, there were outstanding (i) 2,635,025 warrants that are exercisable for 2,635,025 shares of our common stock and (ii) 3,517,563 units of our Operating Partnership, with each unit exchangeable for one share of our common stock, or, at our option, the cash value of one share of our common stock. Other than those described in the previous sentence, there are no outstanding warrants or rights of any other kind in respect of our common stock. The shares of the Series B Preferred Stock are listed on the Nasdaq Capital Market under the symbol “WHLRP.” The warrants are listed on the Nasdaq Capital Market under the symbol “WHLRW.” On June 11, 2015, the closing price of our warrants reported on the Nasdaq Capital Market was $0.10 per warrant.

Common Stock

Subject to the preferential rights of any other class or series of stock and to the provisions of our charter regarding the restrictions on ownership and transfer of our stock, holders of shares of our common stock are entitled to receive dividends and other distributions on such shares if, as and when authorized by our board of directors out of assets legally available therefore and declared by us and to share ratably in the assets of our company legally available for distribution to our stockholders in the event of our liquidation, dissolution or winding up after payment or establishment of reserves for all known debts and liabilities of our company.

Unless full cumulative dividends equal to the full amount of all accumulated, accrued and unpaid dividends on the Series A and Series B have been, or are concurrently therewith, declared and paid or declared and set apart for payment for all past dividend periods, no dividends shall be declared and paid or declared and set apart for payment and no other distribution of cash or other property may be declared and made, directly or indirectly, by us with respect to any shares of common stock.

Subject to the provisions of our charter regarding the restrictions on ownership and transfer of our stock and except as may otherwise be specified in the terms of any class or series of our common stock, each outstanding share of our common Stock entitles the holder to one vote on all matters submitted to a vote of stockholders, including the election of directors, and, except as provided with respect to any other class or series of stock, the holders of shares of common stock will possess the exclusive voting power. There is no cumulative voting in the election of our directors. Directors are elected by a plurality of all of the votes cast in the election of directors.

Holders of shares of our common stock have no preference, conversion, exchange, sinking fund or redemption rights and have no preemptive rights to subscribe for any securities of our company. Our charter provides that our stockholders generally have no appraisal rights unless our board of directors determines prospectively that appraisal rights will apply to one or more transactions in which holders of our would otherwise

be entitled to exercise appraisal rights. Subject to the provisions of our charter regarding the restrictions on ownership and transfer of our stock, holders of our common stock will have equal dividend, liquidation and other rights.

Under the MGCL, a Maryland corporation generally cannot dissolve, amend its charter, merge, consolidate, sell all or substantially all of its assets or engage in a statutory share exchange unless declared advisable by its board of directors and approved by the affirmative vote of stockholders entitled to cast at least two-thirds of all of the votes entitled to be cast on the matter unless a lesser percentage (but not less than a majority of all of the votes entitled to be cast on the matter) is set forth in the corporation's charter. Our charter provides for approval of any of these matters by the affirmative vote of stockholders entitled to cast a majority of the votes entitled to be cast on such matters, except that the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast generally in the election of directors is required to remove a director and the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on such matter is required to amend the provisions of our charter relating to the removal of directors or specifying that our stockholders may act without a meeting only by unanimous consent, or to amend the vote required to amend such provisions.

Maryland law also permits a Maryland corporation to transfer all or substantially all of its assets without the approval of the stockholders of the corporation to an entity if all of the equity interests of the entity are owned, directly or indirectly, by the corporation. Because our operating assets may be held by our Operating Partnership or its subsidiaries, these subsidiaries may be able to merge or transfer all or substantially all of their assets without the approval of our stockholders. Our charter authorizes our board of directors to reclassify any unissued shares of our common stock into other classes or series of stock, to establish the designation and number of shares of each class or series and to set, subject to the provisions of our charter relating to the restrictions on ownership and transfer of our stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of each such class or series.

On June 11, 2015, the closing price of our common stock reported on the Nasdaq Capital Market was $2.38 per share.

Preferred Stock

Our charter authorizes our board of directors, without stockholder approval, to designate and issue one or more classes or series of preferred stock and to set or change the voting, conversion or other rights, preferences, restrictions, limitations as to dividends or other distributions and qualifications or terms or conditions of redemption of each class of shares so issued. If any preferred stock is offered, the terms and conditions of such preferred stock, including any convertible preferred stock, will be set forth in articles supplementary and described in a registration statement registering the issuance of such preferred stock, if such preferred stock is registered. Because our board of directors has the power to establish the preferences and rights of each class or series of preferred stock, it may afford the holders of any series or class of preferred stock preferences, powers, and rights senior to the rights of holders of common stock or other preferred stock. If we ever create and issue additional preferred stock with a distribution preference over common stock or preferred stock, payment of any distribution preferences of new outstanding preferred stock would reduce the amount of funds available for the payment of distributions on the common stock and junior preferred stock. Further, holders of preferred stock are normally entitled to receive a preference payment if we liquidate, dissolve, or wind up before any payment is made to the common stockholders, likely reducing the amount common stockholders would otherwise receive upon such an occurrence. In addition, under certain circumstances, the issuance of additional preferred stock may delay, prevent, render more difficult or tend to discourage the following:

- a merger, tender offer, or proxy contest;
- the assumption of control by a holder of a large block of our securities; or
- the removal of incumbent management.

Also, our board of directors, without stockholder approval, may issue additional preferred stock with voting and conversion rights that could adversely affect the holders of common stock or preferred stock.

Series A Preferred Stock

Our board of directors designated a series of preferred stock with the rights set forth herein consisting of 4,500 shares designated as Series A Preferred Stock by adopting Articles Supplementary. Our board of directors may, without the approval of holders of the Series A Preferred Stock, or any other capital stock, designate additional series of authorized preferred stock ranking senior to or on parity with the Series A Preferred Stock or designate additional shares of the Series A Preferred Stock and authorize the issuance of such shares.

Rank. The Series A Preferred Stock, with respect to rights to the payment of dividends and the distribution of assets upon the liquidation, dissolution or winding up of us, ranks:

- senior to all classes or series of common stock and any other class or series of stock of us terms of which specifically provide that the holders of the Series A Preferred Stock are entitled to receive dividends or amounts distributable upon the liquidation, dissolution or winding up of us in preference or priority to the holders of shares of such class or series;
- *pari passu* with our Series B Preferred Stock and all equity securities issued by us with terms specifically providing that those equity securities rank *pari passu* with the Series A Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon our liquidation, dissolution or winding up;
- junior to any class or series of stock of us the terms of which specifically provide that the holders of such class or series are entitled to receive dividends or amounts distributable upon the liquidation, dissolution or winding up of us in preference or priority to the holders of the Series A Preferred Stock; and
- effectively junior to all of our existing and future indebtedness (including indebtedness convertible to our common stock or preferred stock) and to the indebtedness of our existing subsidiary and any future subsidiaries.

Dividends. Subject to the preferential rights of holders of any class or series of senior stock, holders of Series A Preferred Stock shall be entitled to receive, when and as authorized by the board of directors and declared by us, out of funds legally available for the payment of dividends, cash dividends at the rate of 9% per annum.

Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding-up of our affairs, before any distribution or payment shall be made to holders of our common stock or any other class or series of capital stock ranking junior to our shares of Series A Preferred Stock, the holders of shares of Series A Preferred Stock will be entitled to be paid out of our assets legally available for distribution to our stockholders, after payment or provision for our debts and other liabilities, a liquidation preference equal to $1,000 per share, plus an amount equal to any accrued and unpaid dividends (whether or not declared) to and including the date of payment.

After payment of the full amount of the liquidating distributions to which they are entitled, the holders of our shares of Series A Preferred Stock will have no right or claim to any of our remaining assets. Our consolidation or merger with or into any other corporation, trust or other entity, the consolidation or merger of any other corporation, trust or entity with or into us, the sale or transfer of any or all our assets or business, or a statutory share exchange will not be deemed to constitute a liquidation, dissolution or winding-up of our affairs.

In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of our stock or otherwise, is permitted under the MGCL, amounts that would be needed, if we were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of the Series A Preferred Stock will not be added to our total liabilities.

Redemption. The Series A Preferred Stock is redeemable by us, in whole or from time to time, in part, for cash at a redemption price of $1,030 per share, plus all accumulated, accrued and unpaid dividends, if any, to and including the date fixed for redemption. If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed, we shall select those shares to be redeemed pro rata. Subject to applicable law and the limitation on purchases when dividends on the Series A Preferred Stock are in arrears, we may, at any time and from time to time, purchase any shares of Series A Preferred Stock in the open market, by tender or by private agreement. Any shares of Series A Preferred Stock that shall at any time have been redeemed or otherwise acquired by us shall, after such redemption or acquisition, have the status of authorized but unissued Preferred Shares, without designation as to series until such shares are once more classified and designated as part of a particular class or Series by the board of directors.

Voting Rights. The holders of shares of Series A Preferred Stock shall have no voting rights.

Series B Preferred Stock

Our board of directors designated a series of preferred stock with the rights set forth herein consisting of 3,000,000 shares designated as Series B Preferred Stock by adopting Articles of Amendment and Restatement. Our board of directors may, without the approval of holders of the Series B Preferred Stock, or any other capital stock, designate additional series of authorized preferred stock ranking senior to or on parity with the Series B Preferred Stock or designate additional shares of the Series B Preferred Stock and authorize the issuance of such shares. The shares of the Series B Preferred Stock are listed on the Nasdaq Capital Market under the symbol "WHLRP."

Maturity. The Series B Preferred Stock has no stated maturity and is not subject to any sinking fund or mandatory redemption. Shares of the Series B Preferred Stock will remain outstanding indefinitely unless they become convertible and are converted as described below under "*Voluntary Conversion*" and "*Mandatory Conversion.*"

Ranking. The Series B Preferred Stock ranks, with respect to rights to the payment of dividends and the distribution of assets upon our liquidation, dissolution or winding up:

(1) senior to all classes or series of our common stock and to all other equity securities issued by us other than equity securities referred to in clauses (2) and (3) below;

(2) *pari passu* with our Series A Preferred Stock and all equity securities issued by us with terms specifically providing that those equity securities rank *pari passu* with the Series B Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon our liquidation, dissolution or winding up;

(3) junior to all equity securities issued by us with terms specifically providing that those equity securities rank senior to the Series B Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon our liquidation, dissolution or winding up; and

(4) effectively junior to all of our existing and future indebtedness (including indebtedness convertible to our common stock or preferred stock) and to the indebtedness of our existing subsidiary and any future subsidiaries.

Dividends. Subject to the preferential rights of holders of any class or series of senior stock, holders of Series B Preferred Stock shall be entitled to receive, when and as authorized by the board of directors and declared by our company, out of funds legally available for the payment of dividends, cash dividends at the rate of 9.0% per annum. The dividends on each share of Series B Preferred Stock shall accrue and shall be cumulative from the first date on which such share of Series B Preferred Stock is issued and shall be payable quarterly in arrears on or before the fifteenth day of each January, April, July and October of each year.

Voluntary Conversion. The Series B Preferred Stock is convertible, in whole or in part, at any time, at the option of the holders thereof, into authorized but previously unissued common stock at a conversion price of $5.00 per share of common stock, subject to adjustment as described below.

Fractional shares of common stock will not be issued upon conversion but, in lieu thereof, we will pay a cash adjustment based on the closing price of the common stock on the trading day immediately preceding the conversion date.

Conversion Price Adjustments. The conversion price is subject to adjustment upon certain events, including (i) the payment of dividends (and other distributions) payable in common stock on any class or series of capital stock, (ii) the issuance to all holders of common stock of certain rights or warrants entitling them to subscribe for or purchase common stock at a price per share less than the fair market value (as defined in the terms of the Series B Preferred Stock) per share of common stock, (iii) subdivisions, combinations and reclassifications of Common stock and distributions to all holders of common stock of any shares of stock (excluding common stock) or evidence of our indebtedness or assets (including securities, but excluding those dividends, rights, warrants and distributions referred to in clause (i), (ii) or (iii) above and dividends and distributions paid in cash). In addition to the foregoing adjustments, we will be permitted to make such reduction in the conversion price as our board of directors considers to be advisable in order that any event treated for U.S. federal income tax purposes as a dividend of shares or share rights will not be taxable to the holders of our common stock or, if that is not possible, to diminish any income taxes that are otherwise payable because of such event.

Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding-up of our affairs, before any distribution or payment shall be made to holders of our common stock or any other class or series of capital stock ranking junior to our shares of Series B Preferred Stock, the holders of shares of Series B Preferred Stock are entitled to be paid out of our assets legally available for distribution to our stockholders, after payment or provision for our debts and other liabilities, a liquidation preference equal to the $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not declared) to and including the date of payment.

After payment of the full amount of the liquidating distributions to which they are entitled, the holders of our shares of Series B Preferred Stock will have no right or claim to any of our remaining assets. Our consolidation or merger with or into any other corporation, trust or other entity, the consolidation or merger of any other corporation, trust or entity with or into us, the sale or transfer of any or all our assets or business, or a statutory share exchange will not be deemed to constitute a liquidation, dissolution or winding-up of our affairs.

In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares of our stock or otherwise, is permitted under the MGCL, amounts that would be needed, if we were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of the Series B Preferred Stock will not be added to our total liabilities.

Voting Rights. Holders of the Series B Preferred Stock do not have voting rights, except as required by law.

No Preemptive Rights. No holder of Series B Preferred Stock is entitled to any preemptive rights to subscribe for or acquire any unissued (whether now or hereafter authorized) or our securities convertible into or carrying a right to subscribe to or acquire our capital stock.

Redemption. The Series B Preferred Stock has no redemption rights.

On June 11, 2015, the closing price of our Series B Preferred Stock reported on the Nasdaq Capital Market was $24.50 per share.

Publicly Traded Warrants

We issued warrants in two public offerings that occurred on April 29, 2014 and September 17, 2014. The warrants are listed on the Nasdaq Capital Market under the symbol “WHLRW.” On June 11, 2015, the closing price of our warrants reported on the Nasdaq Capital Market was $0.10 per warrant. As of June 12, 2015, 1,986,600 warrants issued in the two public offerings were issued and outstanding.

Exercisability

The warrants are exercisable, at the option of each holder, in whole, but not in part, for one share of our common stock (subject to adjustment, as discussed below). The holder of warrants does not have the right to exercise any portion of the warrant if the holder would beneficially own in excess of 9.8% in value of the shares of our capital stock outstanding or in excess of 9.8% (in value or number of shares, whichever is more restrictive) of the shares of our common stock outstanding immediately after giving effect to such exercise. The warrants expire on April 29, 2019.

Exercise Price

The exercise price of the common stock purchasable upon exercise of the warrants is $5.50 per share. The exercise price and the number of shares of common stock issuable upon exercise of the warrants is subject to appropriate adjustment in relation to certain events, such as recapitalizations, stock dividends, stock splits, stock combinations, reclassifications or similar events affecting our common stock, and also upon any distribution of assets, including cash, stock or other property to our stockholders.

Rights as Stockholder

Except as otherwise provided in the warrants or by virtue of such holder's ownership of shares of our common stock, the holders of the warrants will not have the rights or privileges of holders of our common stock, including any voting rights, until they exercise their warrants.

Fractional Shares

No fractional shares of common stock will be issued upon the exercise of the warrants. Rather, we shall, at our election, either pay a cash adjustment in respect of such fraction in an amount equal to such fraction multiplied by the exercise price or round up the number of shares of common stock to be issued to the nearest whole number.

Private Placement Warrants

We issued warrants in a private placement transaction that occurred in two closings on December 16, 2013 and January 31, 2014. The warrants issued in this private placement are not listed on any stock exchange. As of June 12, 2015, 648,425 warrants issued in the private placement were issued and outstanding.

Exercisability

Each warrant is exercisable, at the option of each holder, in whole, but not in part, for one share of our common stock (subject to adjustment, as discussed below). The warrants issued in the December 16, 2013 closing expire on December 15, 2018, and the warrants issued in the January 31, 2014 closing expire on January 31, 2019.

Exercise Price

The exercise price of the common stock purchasable upon exercise of the warrants is $4.75 per share. The exercise price of the warrants is subject to appropriate adjustment in relation to certain extraordinary corporate action such as stock dividends, subdivisions, reclassifications, reorganizations or consolidations that have the effect of reducing the value of the warrants. The warrants do not provide for price protection on financings that occurred subsequent to their issuance.

Rights as Stockholders

The holders of the warrants will not have the rights or privileges of holders of our common stock, including any voting rights, until they exercise their warrants.

Power to Increase or Decrease Authorized Shares of common stock and Issue Additional Shares of Common and Preferred Stock

We believe that the power of our board of directors to amend our charter to increase or decrease the aggregate number of authorized shares of stock, to authorize us to issue additional authorized but unissued shares of our common stock or preferred stock and to classify or reclassify unissued shares of our common stock or preferred stock and thereafter to authorize us to issue such classified or reclassified shares of stock will provide us with increased flexibility in structuring possible future financings and acquisitions and in meeting other needs that might arise. The additional classes or series, as well as the additional authorized shares of common stock, will be available for issuance without further action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded. Although our board of directors does not currently intend to do so, it could authorize us to issue a class or series of stock that could, depending upon the terms of the particular class or series, delay, defer or prevent a transaction or a change of control of our company that might involve a premium price for holders of our common stock or that our common stockholders otherwise believe to be in their best interests.

Restrictions on Ownership and Transfer

In order for us to qualify as a REIT under the Code, our stock must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months (other than the first year for which an election to be a REIT has been made) or during a proportionate part of a shorter taxable year. Also, not more than 50% of the value of the outstanding shares of stock (after taking into account options to acquire shares of stock) may be owned, directly, indirectly or through application of attribution rules by five or fewer individuals (as defined in the Code to include certain entities such as private foundations) at any time during the last half of a taxable year (other than the first year for which an election to be a REIT has been made).

Due to limitations on the concentration of ownership of REIT stock imposed by the Code, our charter generally prohibits any person from beneficially or constructively owning more than 9.8% in value or number of shares, whichever is more restrictive, of the aggregate of the outstanding shares of our common stock or more than 9.8% in value of the aggregate outstanding shares of all classes and series of our stock, in each case excluding any shares of our stock that are not treated as outstanding for U.S. federal income tax purposes (the "Ownership Limits"). The Ownership Limits are intended to assist us in complying with these requirements and continuing to qualify as a REIT. A person or entity that would have acquired beneficial or constructive ownership of our stock but for the application of the Ownership Limits or any of the other restrictions on ownership and transfer of our stock discussed below is referred to as a "prohibited owner."

The constructive ownership rules under the Code are complex and may cause stock owned actually or constructively by a group of related individuals and/or entities to be owned constructively by one individual or entity. As a result, the acquisition of less than 9.8% of our stock (or the acquisition of an interest in an entity that owns, beneficially or constructively, our stock by an individual or entity), could, nevertheless cause that individual or entity, or another individual or entity, to own constructively in excess of 9.8% of our outstanding stock and thereby violate the applicable Ownership Limits.

Our board of directors, in its sole and absolute discretion, prospectively or retroactively, may exempt a person from either or both of the Ownership Limits if doing so would not result in our being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year) or otherwise failing to qualify as a REIT and our board of directors determines that:

- such waiver will not cause or allow five or fewer individuals to actually or beneficially own more than 49% in value of the aggregate of the outstanding shares of all classes and series of our stock; and
- subject to certain exceptions, the person does not and will not own, beneficially or constructively, an interest in a tenant of ours (or a tenant of any entity owned in whole or in part by us) that would cause us to constructively own more than a 9.8% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant.

As a condition of the exception, our board of directors may require an opinion of counsel or IRS ruling, in either case in form and substance satisfactory to our board of directors, in its sole and absolute discretion, in order to determine or ensure our status as a REIT and such representations and undertakings from the person requesting the exception as are reasonably necessary to make the determinations above. Our board of directors may impose such conditions or restrictions as it deems appropriate in connection with such an exception.

In connection with a waiver of an Ownership Limit or at any other time, our board of directors may, in its sole and absolute discretion, increase or decrease one or both of the Ownership Limits for one or more persons, except that a decreased ownership limit will not be effective for any person whose actual, beneficial or constructive ownership of our stock exceeds the decreased ownership limit at the time of the decrease until the person's actual, beneficial or constructive ownership of our stock equals or falls below the decreased ownership limit, although any further acquisition of our stock will violate the decreased Ownership Limit. Our board of directors may not increase or decrease any Ownership Limit if, among other limitations, the new ownership limit would allow five or fewer persons to actually or beneficially own more than 49% in value of our outstanding stock or could otherwise cause us to fail to qualify as a REIT.

Our charter further prohibits:

- any person from beneficially or constructively owning shares of our stock that could result in our being "closely held" under Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year) or otherwise cause us to fail to qualify as a REIT (including, but not limited to, actual, beneficial or constructive ownership of shares of our stock that could result in us constructively owning an interest in a tenant that is described in Section 856(d)(2)(B) of the Code, if the income we derive from such tenant taking into account our other income that would not qualify under the gross income requirements of Section 856(c) of the Code, would cause us to fail to satisfy any the gross income requirements imposed on REITs); and
- any person from transferring shares of our stock if such transfer would result in shares of our stock being beneficially owned by fewer than 100 persons (determined without reference to any rules of attribution);

Any person who acquires or attempts or intends to acquire actual, beneficial or constructive ownership of shares of our stock that will or may violate the Ownership Limits or any of the other restrictions on ownership and transfer of our stock described above must give written notice immediately to us or, in the case of a proposed or attempted transaction, provide us at least 15 days prior written notice, and provide us with such other information as we may request in order to determine the effect of such transfer on our status as a REIT.

The Ownership Limits and other restrictions on ownership and transfer of our stock described above will not apply until the closing of this Exchange Offer and will not apply if our board of directors determines that it is no longer in our best interests to attempt to qualify, or to continue to qualify, as a REIT or that compliance is no longer required in order for us to qualify as a REIT.

Pursuant to our charter, if any purported transfer of our stock or any other event would otherwise result in any person violating the Ownership Limits or such other limit established by our board of directors, or could result in our being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year) or otherwise failing to qualify as a REIT, then that number of shares causing the violation (rounded up to the nearest whole share) will be automatically transferred to, and held by, a trust for the exclusive benefit of one or more charitable organizations selected by us. The prohibited owner will have no rights in shares of our stock held by the trustee. The automatic transfer will be effective as of the close of business on the business day prior to the date of the violative transfer or other event that results in the transfer to the trust. Any dividend or other distribution paid to the prohibited owner, prior to our discovery that the shares had been automatically transferred to a trust as described above, must be repaid to the trustee upon demand. If the transfer to the trust as described above is not automatically effective, for any reason, to prevent violation of the applicable restriction on ownership and transfer of our stock, then that transfer of the number of shares that otherwise would cause any person to violate the above restrictions

will be void. If any transfer of our stock would result in shares of our stock being beneficially owned by fewer than 100 persons(determined without reference to any rules of attribution), then any such purported transfer will be void and of no force or effect and the intended transferee will acquire no rights in the shares.

Shares of our stock transferred to the trustee are deemed offered for sale to us, or our designee, at a price per share equal to the lesser of (1) the price per share in the transaction that resulted in the transfer of the shares to the trust (or, in the event of a gift, devise or other such transaction, the last reported sale price on the Nasdaq Capital Market on the day of the transfer or other event that resulted in the transfer of such shares to the trust) and (2) the last reported sale price on the Nasdaq Capital Market on the date we accept, or our designee accepts, such offer. We must reduce the amount payable to the prohibited owner by the amount of dividends and distributions paid to the prohibited owner and owed by the prohibited owner to the trustee and pay the amount of such reduction to the trustee for the benefit of the charitable beneficiary. We have the right to accept such offer until the trustee has sold the shares of our stock held in the trust. Upon a sale to us, the interest of the charitable beneficiary in the shares sold terminates and the trustee must distribute the net proceeds of the sale to the prohibited owner and any dividends or other distributions held by the trustee with respect to such stock will be paid to the charitable beneficiary.

If we do not buy the shares, the trustee must, within 20 days of receiving notice from us of the transfer of shares to the trust, sell the shares to a person or persons designated by the trustee who could own the shares, without violating the Ownership Limits or other restrictions on ownership and transfer of our stock. Upon such sale, the trustee must distribute to the prohibited owner an amount equal to the lesser of (1) the price paid by the prohibited owner for the shares (or, if the prohibited owner did not give value in connection with the transfer or other event that resulted in the transfer to the trust (e.g., a gift, devise or other such transaction), the last reported sale price on the Nasdaq Capital Market on the day of the transfer or other event that resulted in the transfer of such shares to the trust) and (2) the sales proceeds (net of commissions and other expenses of sale) received by the trustee for the shares. The trustee will reduce the amount payable to the prohibited owner by the amount of dividends and other distributions paid to the prohibited owner and owed by the prohibited owner to the trustee. Any net sales proceeds in excess of the amount payable to the prohibited owner will be immediately paid to the charitable beneficiary, together with any dividends or other distributions thereon. In addition, if prior to discovery by us that shares of our stock have been transferred to the trustee, such shares of stock are sold by a prohibited owner, then such shares shall be deemed to have been sold on behalf of the trust and, to the extent that the prohibited owner received an amount for or in respect of such shares that exceeds the amount that such prohibited owner was entitled to receive, such excess amount shall be paid to the trustee upon demand.

The trustee will be designated by us and will be unaffiliated with us and with any prohibited owner. Prior to the sale of any shares by the trust, the trustee will receive, in trust for the charitable beneficiary, all dividends and other distributions paid by us with respect to such shares, and may exercise all voting rights with respect to such shares for the exclusive benefit of the charitable beneficiary.

Subject to Maryland law, effective as of the date that the shares have been transferred to the trust, the trustee may, at the trustee's sole discretion:

- rescind as void any vote cast by a prohibited owner prior to our discovery that the shares have been transferred to the trust; and
- recast the vote in accordance with the desires of the trustee acting for the benefit of the beneficiary of the trust.

However, if we have already taken irreversible corporate action, then the trustee may not rescind and recast the vote.

If our board of directors or a committee thereof determines in good faith that a proposed transfer or other event has taken place that violates the restrictions on ownership and transfer of our stock set forth in our charter, our board of directors or such committee may take such action as it deems advisable in its sole discretion to refuse to give effect to or to prevent such transfer, including, but not limited to, causing us to redeem shares of stock, refusing to give effect to the transfer on our books or instituting proceedings to enjoin the transfer.

Every owner of 5% or more (or such lower percentage as required by the Code or the U.S. Treasury regulations promulgated thereunder) of the outstanding shares of our stock, within 30 days after the end of each taxable year, must give written notice to us stating the name and address of such owner, the number of shares of each class and series of our stock that the owner beneficially owns and a description of the manner in which the shares are held. Each such owner also must provide us with any additional information that we request in order to determine the effect, if any, of the person's actual or beneficial ownership on our status as a REIT and to ensure compliance with the Ownership Limits. In addition, any person that is an actual owner, beneficial owner or constructive owner of shares of our stock and any person (including the stockholder of record) who is holding shares of our stock for an actual owner, beneficial owner or constructive owner must, on request, disclose to us such information as we may request in good faith in order to determine our status as a REIT and comply with requirements of any taxing authority or governmental authority or to determine such compliance.

Any certificates representing shares of our stock will bear a legend referring to the restrictions on ownership and transfer of our stock described above.

These restrictions on ownership and transfer could delay, defer or prevent a transaction or a change of control of our company that might involve a premium price for our common stock that our stockholders believe to be in their best interest.

Business Combinations

Under the MGCL, certain "business combinations" (including a merger, consolidation, share exchange or, in certain circumstances specified under the statute, an asset transfer or issuance or reclassification of equity securities) between a Maryland corporation and any interested stockholder, or an affiliate of such an interested stockholder, are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. Maryland law defines an interested stockholder as:

- any person who beneficially owns, directly or indirectly, 10% or more of the voting power of the corporation's outstanding voting stock; or
- an affiliate or associate of the corporation who, at any time within the two-year period prior to the date in question, was the beneficial owner of 10% or more of the voting power of the then outstanding voting stock of the corporation. A person is not an interested stockholder under the statute if the board of directors approved in advance the transaction by which the person otherwise would have become an interested stockholder. In approving a transaction, however, a board of directors may provide that its approval is subject to compliance, at or after the time of the approval, with any terms and conditions determined by it.

A person is not an interested stockholder under the statute if the board of directors approved in advance the transaction by which the person otherwise would have become an interested stockholder. In approving a transaction, however, a board of directors may provide that its approval is subject to compliance, at or after the time of the approval, with any terms and conditions determined by it.

After such five-year period, any such business combination must be recommended by the board of directors of the corporation and approved by the affirmative vote of at least:

- 80% of the votes entitled to be cast by holders of outstanding shares of voting stock of the corporation; and
- two-thirds of the votes entitled to be cast by holders of voting stock of the corporation other than shares held by the interested stockholder with whom (or with whose affiliate) the business combination is to be effected or held by an affiliate or associate of the interested stockholder.

These supermajority approval requirements do not apply if, among other conditions, the corporation's common stockholders receive a minimum price (as defined in the MGCL) for their shares and the consideration is received in cash or in the same form as previously paid by the interested stockholder for its shares.

These provisions of the MGCL do not apply, however, to business combinations that are approved or exempted by a corporation's board of directors prior to the time that the interested stockholder becomes an interested stockholder. Our board of directors has, by board resolution, elected to opt out of the business combination provisions of the MGCL. However, we cannot assure you that our board of directors will not opt to be subject to such business combination provisions in the future. Notwithstanding the foregoing, an alteration or repeal of this resolution will not have any effect on any business combinations that have been consummated or upon any agreements existing at the time of such modification or repeal.

Control Share Acquisitions

The MGCL provides that holders of "control shares" of a Maryland corporation acquired in a "control share acquisition" have no voting rights with respect to any control shares except to the extent approved by the affirmative vote of at least two-thirds of the votes entitled to be cast in the election of directors, generally, excluding shares of stock in a corporation in respect of which any of the following persons is entitled to exercise or direct the exercise of the voting power of such shares in the election of directors: (1) the person who made or proposes to make a control share acquisition, (2) an officer of the corporation or (3) an employee of the corporation who is also a director of the corporation. "Control shares" are voting shares of stock that, if aggregated with all other such shares of stock previously acquired by the acquirer or in respect of which the acquirer is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquirer to exercise voting power in electing directors within one of the following ranges of voting power:

- one-tenth or more but less than one-third;
- one-third or more but less than a majority; or
- a majority or more of all voting power.

Control shares do not include shares that the acquiring person is then entitled to vote as a result of having previously obtained stockholder approval. A "control share acquisition" means the acquisition, directly or indirectly, of ownership of, or the power to direct the exercise of voting power with respect to, issued and outstanding control shares, subject to certain exceptions.

A person who has made or proposes to make a control share acquisition, upon satisfaction of certain conditions (including an undertaking to pay expenses and making an "acquiring person statement" as described in the MGCL), may compel the corporation to call a special meeting of stockholders to be held within 50 days of demand to consider the voting rights of the control shares. If no request for a special meeting is made, the corporation may itself present the question at any stockholders meeting.

If voting rights of control shares are not approved at the meeting or if the acquiring person does not deliver an "acquiring person statement" as required by the statute, then, subject to certain conditions and limitations, the corporation may redeem any or all of the control shares (except those for which voting rights have previously been approved) for fair value determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquirer or of any meeting of stockholders at which the voting rights of such shares are considered and not approved. If voting rights for control shares are approved at a stockholders meeting and the acquirer becomes entitled to vote a majority of the shares entitled to vote, all other stockholders may exercise appraisal rights. The fair value of the shares as determined for purposes of such appraisal rights may not be less than the highest price per share paid by the acquirer in the control share acquisition.

The control share acquisition statute does not apply to: (1) shares acquired in a merger, consolidation or share exchange if the corporation is a party to the transaction or (2) acquisitions approved or exempted by the charter or bylaws of the corporation.

Our bylaws contain a provision exempting from the control share acquisition statute any and all acquisitions by any person of shares of our stock. We cannot provide you any assurance, however, that our board of directors will not amend or eliminate this provision at any time in the future.

Subtitle 8

Subtitle 8 of Title 3 of the MGCL permits a Maryland corporation with a class of equity securities registered under the Exchange Act and at least three independent directors to elect to be subject, by provision in its charter or bylaws or a resolution of its board of directors and notwithstanding any contrary provision in the charter or bylaws, to any or all of the following five provisions:

- a classified board;
- a two-thirds vote requirement for removing a director;
- a requirement that the number of directors be fixed only by vote of the directors;
- a requirement that a vacancy on the board be filled only by the remaining directors and for the remainder of the full term of the class of directors in which the vacancy occurred; or
- a majority requirement for the calling of a special meeting of stockholders.

Our charter provides that, at such time as we become eligible to make a Subtitle 8 election and except as may be provided by our board of directors in setting the terms of any class or series of stock, we elect to be subject to the provisions of Subtitle 8 relating to the filling of vacancies on our board of directors. Through provisions in our charter and bylaws unrelated to Subtitle 8, we currently (1) require a two-thirds vote for the removal of any director from the board, which removal will be allowed only for cause, (2) vest in the board the exclusive power to fix the number of directorships, subject to limitations set forth in our charter and bylaws and (2) require, unless called by the chairman of our board of directors, our president, our chief executive officer or our board of directors, the request of stockholders entitled to cast not less than a majority of all votes entitled to be cast on a matter at such meeting to call a special meeting to consider and vote on any matter that may properly be considered at a meeting of stockholders. We have not elected to create a classified board. In the future, our board of directors may elect, without stockholder approval, to create a classified board or elect to be subject to one or more of the other provisions of Subtitle 8.

Transfer Agent and Registrar

The transfer agent and registrar for our (a) shares of common stock, (b) Series A Preferred Stock, and (c) Series B Preferred Stock is Computershare Trust Company, N.A., 250 Royall Street, Canton, Massachusetts 02021.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of certain material U.S. federal income tax considerations regarding our company. For purposes of this discussion, references to "we," "our" and "us" mean only Wheeler Real Estate Investment Trust, Inc., and do not include any of its subsidiaries, except as otherwise indicated. This summary is for general information only and is not tax advice. The information in this summary is based on:

- the Code;
- current, temporary and proposed Treasury Regulations promulgated under the Code;
- the legislative history of the Code;
- administrative interpretations and practices of the IRS; and
- court decisions.

in each case, as of the date of this prospectus. In addition, the administrative interpretations and practices of the IRS include its practices and policies as expressed in private letter rulings that are not binding on the IRS except with respect to the particular taxpayers who requested and received those rulings. The sections of the Code and the corresponding Treasury Regulations that relate to qualification and taxation as a REIT are highly technical and complex. The following discussion sets forth certain material aspects of the sections of the Code that govern the U.S. federal income tax treatment of a REIT and its stockholders. Future legislation, Treasury Regulations, administrative interpretations and practices and/or court decisions may adversely affect the tax considerations contained in this discussion. Any such change could apply retroactively to transactions preceding the date of the change. We have not requested and do not intend to request a ruling from the IRS that we qualify as a REIT, and the statements in this prospectus are not binding on the IRS or any court. Thus, we can provide no assurance that the tax considerations contained in this discussion will not be challenged by the IRS or will be sustained by a court if challenged by the IRS. This summary does not discuss any state, local or non-U.S. tax consequences associated with the purchase, ownership, or disposition of the common stock or our election to be taxed as a REIT.

The following summary describes the principal U.S. federal income tax consequences to you of purchasing, owning and disposing of the common stock. Unless otherwise expressly noted below in "—Taxation of Tax-Exempt Stockholders" and "—Taxation of Non-U.S. Stockholders," this discussion addresses only holders of the common stock who are U.S. Stockholders (as defined below). This summary assumes you hold shares of the common stock as a "capital asset" (generally, property held for investment within the meaning of Section 1221 of the Code). It does not address all the tax consequences that may be relevant to you in light of your particular circumstances. In addition, this discussion does not address the tax consequences relevant to persons who receive special treatment under the federal income tax law, except where specifically noted. Holders receiving special treatment include, without limitation:

- financial institutions, banks and thrifts;
- insurance companies;
- tax-exempt organizations;
- "S" corporations;
- traders in securities that elect to mark to market;
- partnerships, pass-through entities and persons holding our stock through a partnership or other pass- through entity;
- stockholders subject to the alternative minimum tax;
- regulated investment companies and REITs;
- foreign governments and international organizations;

- broker-dealers or dealers in securities or currencies;
- U.S. expatriates;
- persons holding our stock as part of a hedge, straddle, conversion, integrated or other risk reduction or constructive sale transaction; or
- U.S. stockholders (as defined below) whose functional currency is not the U.S. dollar.

If you are considering exchanging your preferred stock for common stock, you should consult your tax advisors concerning the application of U.S. federal income tax laws to your particular situation as well as any consequences of the acquisition of our common stock pursuant to the Exchange Offer and the ownership and disposition of that stock arising under the laws of any state, local or non-U.S. taxing jurisdiction.

When we use the term "U.S. Stockholder," we mean a beneficial owner of shares of our stock who, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation, including an entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or of any state thereof or in the District of Columbia;
- an estate the income of which is subject to federal income taxation regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

The term "non-U.S. Stockholder" means a beneficial owner of the common stock that is not a U.S. Stockholder or partnership (or an entity or arrangement treated as a partnership for U.S. federal income tax purposes). The term "Stockholder" means a U.S. Stockholder or a non-U.S. Stockholder.

If a partnership or other entity treated as a partnership for U.S. federal income tax purposes holds shares of our stock, the tax treatment of a partner generally will depend on the status of the partner and on the activities of the partnership. Partners of partnerships holding shares of the common stock are encouraged to consult their tax advisors.

You are urged to consult your tax advisors regarding the tax consequences to you of:

- the acquisition of our common stock pursuant to the Exchange Offer and the ownership and disposition of that stock, including the federal, state, local, non- U.S. and other tax consequences;
- our election to be taxed as a REIT for U.S. federal income tax purposes; and
- potential changes in applicable tax laws.

Federal Income Tax Treatment of the Exchange Offer

The exchange of the preferred stock for our common stock pursuant to the Exchange Offer will be treated as a recapitalization within the meaning of Section 368(a)(1)(E) of the Code. As such, except as described below with respect to non-U.S. Stockholders, a stockholder of our preferred stock generally will not recognize gain or loss upon the exchange of the preferred stock for our common stock, provided that no part of the exchange consideration is attributable to accumulated and unpaid dividends that are in arrears and cash is not paid in lieu of fractional shares. Any of our common stock that is received in the Exchange Offer that is attributable to dividends in arrears on the preferred stock will be treated as a distribution on our preferred stock, the U.S. federal income tax consequences of which are similar to the description set forth in "—Federal Income Tax

Considerations for U.S. Stockholders of the Common Stock—Distributions Generally" and "—Federal Income Tax Considerations for Non-U.S. Stockholders—Distributions Generally." In addition, cash received in the Exchange Offer in lieu of fractional shares of common stock generally will be treated as a payment in a taxable exchange for such fractional share. The amount of gain or loss recognized on the receipt of cash in lieu of a fractional share will be equal to the difference between the amount of cash you will receive in respect of the fractional share and the portion of your tax basis in the preferred stock, that is allocable to the fractional share. For the U.S. federal income tax consequences of such an exchange, see, generally "—Federal Income Tax Considerations for U.S. Stockholders of the Common Stock —Dispositions of the Common Stock" and "—Federal Income Tax Considerations for Non-U.S. Stockholders of the Common Stock— Dispositions of the Common Stock."

A stockholder's basis and holding period in our common stock received in the Exchange Offer generally will be the same as those of the exchanged preferred stock (but the basis will be reduced by the portion of adjusted tax basis allocated to any fractional shares exchanged for cash). Common stock attributable to accumulated and unpaid dividends that are in arrears will have a fair market value basis.

The exchange of our preferred stock for our common stock may be a taxable exchange for a non-U.S. Stockholder if our preferred stock constitutes a "United States real property interest," or USRPI, under the Foreign Investment in Real Property Act of 1980, or FIRPTA. Even if our preferred stock constitutes a USRPI, provided our common stock also constitutes a USRPI, a non-U.S. Stockholder generally will not recognize gain or loss upon an exchange of preferred stock for our common stock so long as certain FIRPTA-related reporting requirements are satisfied. If our preferred stock constitutes a USRPI and such requirements are not satisfied, however, a conversion will be treated as a taxable exchange of preferred stock for our common stock. Such a deemed taxable exchange will be subject to tax under FIRPTA at the rate of tax, including any applicable capital gains rates, that would apply to a U.S. Stockholder of the same type (e.g., a corporate or a non-corporate stockholder, as the case may be) on the excess, if any, of the fair market value of such non-U.S. Stockholder's common stock received over such non-U.S. Stockholder's adjusted basis in its preferred stock. We believe our preferred stock and common stock do not constitute USRPIs because we are a "domestically controlled qualified investment entity," but no assurance can be provided that we will continue to be a "domestically controlled qualified investment entity" through the closing of the Exchange Offer. See "Federal Income Tax Considerations of Non-Stockholders of the Common Stock—Disposition of the Common Stock."

Holders of preferred stock should consult with their tax advisors regarding the U.S. federal income tax consequences of the Exchange Offer.

Taxation of Our Company

General

We elected to be taxed as a REIT under Sections 856 through 860 of the Code commencing with our taxable year ended December 31, 2012. We believe that we have been organized and have operated in a manner that has allowed us to qualify for taxation as a REIT under the Code commencing with our taxable year ended December 31, 2012, and we intend to continue to operate in in a manner that will allow us to qualify in the future. Williams Mullen has acted as our special tax counsel and will render an opinion to the affect that, commencing with our taxable year ended December 31, 2012, we have been organized and have operated in conformity with the requirements for qualification as a REIT under the Code, and our current and proposed operations will enable us to continue to meet the requirements for qualification and taxation as a REIT under the Code for our taxable year ending December 31, 2015 and thereafter. However, qualification and taxation as a REIT depend upon our ability to meet the various qualification tests imposed under the Code, including through actual annual operating results, asset composition, distribution levels and diversity of stock ownership. Accordingly, no assurance can be given that we have been organized or will be able to operate in a manner so as to qualify or remain qualified as a REIT. See "—Failure to Qualify."

Provided we continue to qualify for taxation as a REIT, we generally will not be required to pay federal corporate income taxes on our REIT taxable income that is currently distributed to our stockholders. This treatment substantially eliminates the "double taxation" that ordinarily results from investment in a "C" corporation. A "C" corporation is a corporation that generally is required to pay tax at the corporate level. Double taxation means taxation once at the corporate level when income is earned and once again at the stockholder level when the income is distributed. We will, however, be required to pay U.S. federal income tax as follows:

- First, we will be required to pay tax at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains.
- Second, we may be required to pay the "alternative minimum tax" on our items of tax preference under some circumstances.
- Third, if we have (1) net income from the sale or other disposition of "foreclosure property" held primarily for sale to customers in the ordinary course of business or (2) other nonqualifying income from foreclosure property, we will be required to pay tax at the highest corporate rate on this income. To the extent that income from foreclosure property is otherwise qualifying income for purposes of the 75% gross income test, this tax is not applicable. Subject to certain other requirements, foreclosure property generally is defined as property we acquired through foreclosure or after a default on a loan secured by the property or a lease of the property and with respect to which we make a foreclosure property election.
- Fourth, we will be required to pay a 100% tax on any net income from prohibited transactions. Prohibited transactions are, in general, sales or other taxable dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business.
- Fifth, if we fail to satisfy the 75% or 95% gross income tests, as described below, but have otherwise maintained our qualification as a REIT because certain other requirements are met, we will be required to pay a tax equal to (1) the greater of the amount by which we fail to satisfy the 75% or 95% gross income test, multiplied by (2) a fraction intended to reflect our profitability.
- Sixth, if we fail to satisfy any of the asset tests (other than a de minimis failure of the 5% asset test, the 10% value test, or the 10% vote test), as described below, due to reasonable cause and not due to willful neglect, and we nonetheless maintain our REIT qualification because of specified cure provisions, we will be required to pay a tax equal to the greater of $50,000 or the highest corporate tax rate multiplied by the net income generated by the nonqualifying assets that caused us to fail such test.
- Seventh, if we fail to satisfy any provision of the Code that would result in our failure to qualify as a REIT (other than a violation of the gross income tests or certain violations of the asset tests, as described below) and the violation is due to reasonable cause and not due to willful neglect, we may retain our REIT qualification but we will be required to pay a penalty of $50,000 for each such failure.
- Eighth, we will be required to pay a 4% excise tax to the extent we fail to distribute during each calendar year at least the sum of (1) 85% of our ordinary income for the year, (2) 95% of our capital gain net income for the year, and (3) any undistributed taxable income from prior periods.
- Ninth, if we acquire any asset from a corporation that is or has been a C corporation in a transaction in which our basis in the asset is determined by reference to the C corporation's basis in the asset, and we subsequently recognize gain on the disposition of the asset during the ten-year period beginning on date on which we acquired the asset, then we will be required to pay tax at the highest regular corporate tax rate on this gain to the extent of the excess of (1) the fair market value of the asset over (2) our adjusted basis in the asset, in each case determined as of the date on which we acquired the asset. The results described in this paragraph with respect to the recognition of gain assume that the C corporation will refrain from making an election to receive different treatment under applicable Treasury Regulations on its tax return for the year in which we acquire the asset from the C corporation.

- Tenth, any subsidiaries that are C corporations, including our TRSs, such as Wheeler Real Estate, LLC ("Wheeler Real Estate") and Wheeler Development, generally will be required to pay federal corporate income tax on their earnings.
- Eleventh, we will be required to pay a 100% tax on any "redetermined rents," "redetermined deductions" or "excess interest." See "—Penalty Tax." In general, redetermined rents are rents from real property that are overstated as a result of services furnished to any of our tenants by a TRS of ours. Redetermined deductions and excess interest generally represent amounts that are deducted by a TRS of ours for amounts paid to us that are in excess of the amounts that would have been deducted based on arm's length negotiations.
- Twelfth, we may elect to retain and pay income tax on our net capital gain. In that case, a stockholder would include its proportionate share of our undistributed net capital gain (to the extent we make a timely designation of such gain to the stockholder) in its income, would be deemed to have paid the tax that we paid on such gain, and would be allowed a credit for its proportionate share of the tax deemed to have been paid, and an adjustment would be made to increase the basis of the stockholder in the common stock.

Requirements for Qualification as a REIT. The Code defines a REIT as a corporation, trust or association:

(1) that is managed by one or more trustees or directors;

(2) that issues transferable shares or transferable certificates to evidence its beneficial ownership;

(3) that would be taxable as a domestic corporation, but for Sections 856 through 860 of the Code;

(4) that is not a financial institution or an insurance company within the meaning of certain provisions of the Code;

(5) that is beneficially owned by 100 or more persons;

(6) not more than 50% in value of the outstanding stock of which is owned, directly or indirectly, by five or fewer individuals, including certain specified entities, during the last half of each taxable year;

(7) that meets other tests, described below, regarding the nature of its income and assets and the amount of its distributions; and

(8) that makes an election to be taxable as a REIT for the current taxable year, or has made this election for a previous year, which election has not been revoked or terminated and satisfied all relevant filing and other administrative requirements established by the IRS that must be met to maintain qualification as a REIT.

The Code provides that conditions (1) to (4), inclusive, must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. Conditions (5) and (6) do not apply until after the first taxable year for which an election is made to be taxed as a REIT. For purposes of condition (6), the term "individual" includes a supplemental unemployment compensation benefit plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes, but generally does not include a qualified pension plan or profit sharing trust.

To monitor compliance with the stock ownership requirements, we generally are required to maintain records regarding the actual ownership of our stock. To do so, we must demand written statements each year from the record holders of significant percentages of our stock pursuant to which the record holders must disclose the actual owners of the stock (i.e., the persons required to include our dividends in their gross income). We must maintain a list of those persons failing or refusing to comply with this demand as a part of our records. We could be subject to monetary penalties if we fail to comply with these record-keeping requirements. If you fail or refuse to comply with the demands, you will be required by Treasury Regulations to submit a statement with your tax return disclosing your actual ownership of our stock and other information.

We believe that we have been organized, have operated and have issued sufficient shares of common stock and preferred stock with sufficient diversity of ownership to allow us to satisfy conditions (1) through (7) inclusive, during the relevant time periods. In addition, our charter provides for restrictions regarding ownership and transfer of our shares that are intended to assist us in continuing to satisfy the share ownership requirements described in (5) and (6) above. A description of the share ownership and transfer restrictions relating to our stock is contained in the discussion in this prospectus under the heading "Description of Capital Stock—Restrictions on Ownership and Transfer." These restrictions, however, may not ensure that we will, in all cases, be able to satisfy the share ownership requirements described in (5) and (6) above. If we fail to satisfy these share ownership requirements, except as provided in the next sentence, our status as a REIT will terminate. If, however, we comply with the rules contained in applicable Treasury Regulations that require us to ascertain the actual ownership of our shares and we do not know, or would not have known through the exercise of reasonable diligence, that we failed to meet the requirement described in condition (6) above, we will be treated as having met this requirement. See "—Failure to Qualify."

In addition, we may not maintain our status as a REIT unless our taxable year is the calendar year. We have used and will continue to use a calendar taxable year.

Ownership of Interests in Partnerships, Limited Liability Companies and Qualified REIT Subsidiaries. In the case of a REIT that is a partner in a partnership or a member in a limited liability company treated as a partnership for U.S. federal income tax purposes, Treasury Regulations provide that the REIT will be deemed to own its proportionate share of the assets of the partnership or limited liability company, as the case may be, based on its interest in partnership capital, subject to special rules relating to the 10% value test described below. Also, the REIT will be deemed to be entitled to its proportionate share of the income of that entity. The assets and gross income of the partnership or limited liability company retain the same character in the hands of the REIT for purposes of Section 856 of the Code, including satisfying the gross income tests and the asset tests. Thus, our pro rata share of the assets and items of income of our Operating Partnership, including our Operating Partnership's share of these items of any partnership or limited liability company treated as a partnership or disregarded entity for U.S. federal income tax purposes in which it owns an interest, is treated as our assets and items of income for purposes of applying the requirements described in this discussion, including the gross income and asset tests described below. A brief summary of the rules governing the U.S. federal income taxation of partnerships and limited liability companies is set forth below in "—Tax Aspects of Our Operating Partnership, the Subsidiary Partnerships and the Limited Liability Companies."

We control our Operating Partnership and its subsidiary partnerships and subsidiary limited liability companies and intend to continue to operate them in a manner consistent with the requirements for our qualification as a REIT. If we become a limited partner or non-managing member in any partnership or limited liability company and such entity takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity. In addition, it is possible that a partnership or limited liability company could take an action which could cause us to fail a gross income or asset test, and that we would not become aware of such action in time to dispose of our interest in the partnership or limited liability company or take other corrective action on a timely basis. In that case, we could fail to qualify as a REIT unless we were entitled to relief, as described below.

We may from time to time own and operate certain properties through subsidiaries that we intend to be treated as "qualified REIT subsidiaries" under the Code. A corporation will qualify as our qualified REIT subsidiary if we own 100% of the corporation's outstanding stock and do not elect with the subsidiary to treat it as a TRS, as described below. A qualified REIT subsidiary is not treated as a separate corporation, and all assets, liabilities and items of income, gain, loss, deduction and credit of a qualified REIT subsidiary are treated as assets, liabilities and items of income, gain, loss, deduction and credit of the parent REIT for all purposes under the Code, including all REIT qualification tests. Thus, in applying the federal tax requirements described in this discussion, any qualified REIT subsidiaries we own are ignored, and all assets, liabilities and items of income, gain, loss, deduction and credit of such corporations are treated as our assets, liabilities and items of income,

gain, loss, deduction and credit. A qualified REIT subsidiary is not subject to U.S. federal income tax, and our ownership of the stock of a qualified REIT subsidiary will not violate the restrictions on ownership of securities, as described below under "—Asset Tests."

Ownership of Interests in TRSs. We have three TRSs, Wheeler Real Estate, Wheeler Interests and Wheeler Development. Wheeler Real Estate is a real estate leasing, management and administration firm. Wheeler Interests is an acquisition and asset management firm. Wheeler Development is a development company that specializes in ground-up development, redevelopment of mature centers, phase two developments for existing centers and build-to-suit projects for selecting tenants. We may acquire securities in additional TRSs in the future. A TRS is a corporation other than a REIT in which a REIT directly or indirectly holds stock, and that has made a joint election with such REIT to be treated as a TRS. If a TRS owns more than 35% of the total voting power or value of the outstanding securities of another corporation, such other corporation will also be treated as a TRS. Other than some activities relating to lodging and health care facilities as more fully described below under "—Income Tests," a TRS may generally engage in any business, including the provision of customary or noncustomary services to tenants of its parent REIT. A TRS is subject to federal, state and local income tax as a regular C corporation. In addition, a TRS may be prevented from deducting interest on debt funded directly or indirectly by its parent REIT if certain tests regarding the TRS's debt to equity ratio and interest expense are not satisfied. A REIT's ownership of securities of a TRS is not subject to the 5% asset test, the 10% value test, or the 10% vote test as described below. See "—Asset Tests."

Income Tests

We must satisfy two gross income requirements annually to maintain our qualification as a REIT. First, in each taxable year we must derive directly or indirectly at least 75% of our gross income (excluding cancellation of indebtedness income and gross income from prohibited transactions, certain hedging transactions, and certain foreign currency gains) from investments relating to real property or mortgages on real property, including "rents from real property" and, in certain circumstances, interest, or certain types of temporary investments. Second, in each taxable year we must derive at least 95% of our gross income (excluding cancellation of indebtedness income and gross income from prohibited transactions, certain hedging transactions, and certain foreign currency gains) from the real property investments described above or dividends, interest and gain from the sale or disposition of stock or securities, or any combination of the foregoing. For these purposes, the term "interest" generally does not include any amount received or accrued, directly or indirectly, if the determination of all or some of the amount depends in any way on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term "interest" solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Rents we receive from a tenant will qualify as "rents from real property" for the purpose of satisfying the gross income requirements for a REIT described above only if all of the following conditions are met:

- The amount of rent is not based in any way on the income or profits of any person. However, an amount we receive or accrue generally will not be excluded from the term "rents from real property" solely because it is based on a fixed percentage or percentages of receipts or sales. Although some of our leases provide for payment of rent based in part on a fixed percentage of gross receipts, none of our leases provide for rent that is based on the income or profits of any person;
- Neither we nor an actual or constructive owner of 10% or more of our stock actually or constructively owns 10% or more of the interests in the assets or net profits of a non-corporate tenant, or, if the tenant is a corporation, 10% or more of the voting power or value of all classes of stock of the tenant. Rents we receive from such a tenant that is a TRS of ours, however, will not be excluded from the definition of "rents from real property" as a result of this condition if (1) at least 90% of the space at the property to which the rents relate is leased to third parties, and the rents paid by the TRS are substantially comparable to rents paid by our other tenants for comparable space, or (2) the property to which the rents relate is a qualified lodging facility or qualified health care property and such property is operated

on behalf of the TRS by a person who is an eligible independent contractor and certain other requirements are met, as described below. Whether rents paid by a TRS are substantially comparable to rents paid by other tenants is determined at the time the lease with the TRS is entered into, extended, and modified, if such modification increases the rents due under such lease. Notwithstanding the foregoing, however, if a lease with a "controlled taxable REIT subsidiary" is modified and such modification results in an increase in the rents payable by such TRS, any such increase will not qualify as "rents from real property." For purposes of this rule, a "controlled taxable REIT subsidiary" is a TRS in which the parent REIT owns stock possessing more than 50% of the voting power or more than 50% of the total value of the outstanding stock of such TRS;

- Rent attributable to personal property, leased in connection with a lease of real property, is not greater than 15% of the total rent received under the lease. If this condition is not met, then the portion of the rent attributable to personal property will not qualify as "rents from real property." To the extent that rent attributable to personal property, leased in connection with a lease of real property, exceeds 15% of the total rent received under the lease, we may transfer a portion of such personal property to a taxable REIT subsidiary; and
- We generally must not operate or manage our real property or furnish or render noncustomary services to our tenants, other than through an independent contractor who is adequately compensated and from whom we do not revenue. We may own up to 100% of the stock of a TRS that may provide customary and noncustomary services directly to our tenants without tainting the our rental income from the leased property. Any amounts we receive from a TRS with respect to the TRS's provision of noncustomary services will, however, be nonqualifying income under the 75% gross income test and, except to the extent received through the payment of dividends, the 95% gross income test. We need not provide services through an independent contractor or a TRS, but may instead provide the services directly to our tenants if the services are "usually or customarily rendered" in connection with the rental of space for occupancy only and are not otherwise considered "rendered to the occupant" of the property. In addition, we may provide a minimal amount of services not described in prior sentence to the tenants of a property, other than through an independent contractor or a TRS, as long as our income from the services (valued at not less than 150% of our direct cost of performing such services) does not exceed 1% of our income from the related property. Examples of these services that we may provide directly and that are not described in the prior sentence include the provision of light, heat, or other utilities, trash removal and general maintenance of common areas.

We generally do not intend, and as a general partner of our Operating Partnership, do not intend to permit our Operating Partnership, to take actions we believe will cause us to fail to satisfy the rental conditions described above.

From time to time, we may enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps, and floors, options to purchase these items, and futures and forward contracts. Income from a hedging transaction, including gain from the sale or disposition of such a transaction, that is clearly identified as a hedging transaction as specified in the Code will not constitute gross income and thus will be exempt from the 75% and 95% gross income tests. The term "hedging transaction," as used above, generally means any transaction we enter into in the normal course of our business primarily to manage risk of (1) interest rate changes or fluctuations with respect to borrowings made or to be made by us to acquire or carry real estate assets, or (2) currency fluctuations with respect to an item of qualifying income under the 75% or 95% gross income test. To the extent that we do not properly identify such transactions as hedges or we hedge with other types of financial instruments, the income from those transactions is not likely to be treated as qualifying income for purposes of the gross income tests. We intend to structure any hedging transactions in a manner that does not jeopardize our status as a REIT.

To the extent our TRSs pay dividends, we generally will derive our allocable share of such dividend income through our interest in our Operating Partnership. Such dividend income will qualify under the 95%, but not the 75%, gross income test.

We will monitor the amount of the dividend and other income from our TRSs and will take actions intended to keep this income, and any other nonqualifying income, within the limitations of the gross income tests. Although we expect these actions will be sufficient to prevent a violation of the gross income tests, we cannot guarantee that such actions will in all cases prevent such a violation.

If we fail to satisfy one or both of the 75% or 95% gross income tests for any taxable year, we may nevertheless qualify as a REIT for the year if we are entitled to relief under certain provisions of the Code. We generally may make use of the relief provisions if:

- following our identification of the failure to meet the 75% or 95% gross income tests for any taxable year, we file a schedule with the IRS setting forth each item of our gross income for purposes of the 75% or 95% gross income tests for such taxable year in accordance with Treasury Regulations to be issued; and
- our failure to meet these tests was due to reasonable cause and not due to willful neglect.

It is not possible, however, to state whether in all circumstances we would be entitled to the benefit of these relief provisions. For example, if we fail to satisfy the gross income tests because nonqualifying income that we intentionally accrue or receive exceeds the limits on nonqualifying income, the IRS could conclude that our failure to satisfy the tests was not due to reasonable cause. If these relief provisions do not apply to a particular set of circumstances, we will not qualify as a REIT. As discussed above in "—Taxation of Our Company—General," even if these relief provisions apply, and we retain our status as a REIT, a tax would be imposed with respect to our nonqualifying income. We may not always be able to comply with the gross income tests for REIT qualification despite periodic monitoring of our income.

Prohibited Transaction Income. Any gain that we realize on the sale of property held as inventory or otherwise held primarily for sale to customers in the ordinary course of business, including our share of any such gain realized by our Operating Partnership, either directly or through its subsidiary partnerships and limited liability companies, will be treated as income from a prohibited transaction that is subject to a 100% penalty tax, unless certain safe harbor exceptions apply. This prohibited transaction income will be disregarded for purposes of the gross income tests. Under existing law, whether property is held as inventory or primarily for sale to customers in the ordinary course of a trade or business is a question of fact that depends on all the facts and circumstances surrounding the particular transaction. Our Operating Partnership intends to hold its properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing and owning its properties and to make occasional sales of the properties as are consistent with our Operating Partnership's investment objectives. We do not intend to enter into any sales that are prohibited transactions. However, the IRS may successfully contend that some or all of the sales made by our Operating Partnership or its subsidiary partnerships or limited liability companies are prohibited transactions. We would be required to pay the 100% penalty tax on our allocable share of the gains resulting from any such sales.

Penalty Tax. Any redetermined rents, redetermined deductions or excess interest we generate will be subject to a 100% penalty tax. In general, redetermined rents are rents from real property that are overstated as a result of any services furnished to any of our tenants by a TRS of ours, and redetermined deductions and excess interest represent any amounts that are deducted by a TRS of ours for amounts paid to us that are in excess of the amounts that would have been deducted based on arm's length negotiations. Rents we receive will not constitute redetermined rents if they qualify for certain safe harbor provisions contained in the Code.

Asset Tests. At the close of each calendar quarter of our taxable year, we must also satisfy four tests relating to the nature and diversification of our assets. First, at least 75% of the value of our total assets must be represented by real estate assets, cash, cash items and government securities. For purposes of this test, the term "real estate assets" generally means real property (including interests in real property and interests in mortgages on real property) and shares (or transferable certificates of beneficial interest) in other REITs, as well as any stock or debt instrument attributable to the investment of the proceeds of a stock offering or a public offering of

debt with a term of at least five years, but only for the one-year period beginning on the date the REIT receives such proceeds.

Second, not more than 25% of the value of our total assets may be represented by securities (including securities of one or more TRSs), other than those securities includable in the 75% asset test.

Third, of the investments included in the 25% asset class, and except for investments in other REITs, any qualified REIT subsidiaries and TRSs, the value of any one issuer's securities may not exceed 5% of the value of our total assets (the "5% asset test"), we may not own more than 10% value of the any one issuer's outstanding securities (the "10% value test") and we may not own more 10% of the voting power of any one issuer (the "10% vote test"). In the case of the 10% value test, securities satisfying the. Certain types of securities we may own are disregarded as securities solely for purposes of the 10% value test, including, but not limited to, "straight debt," securities issued by a partnership that itself would satisfy the 75% income test if it were a REIT, any loan to an individual or an estate, any obligation to pay rents from real property and any security issued by a REIT. In addition, solely for purposes of the 10% value test, the determination of our interest in the assets of a partnership or limited liability company in which we own an interest will be based on our proportionate interest in any securities issued by the partnership or limited liability company, excluding for this purpose certain securities described in the Code.

Fourth, not more than 25% of the value of our total assets may be represented by the securities of one or more TRS. Our Operating Partnership currently owns three TRSs, and we may acquire securities in other TRSs in the future. So long as each of these companies qualifies as a TRS, we will not be subject to the 5% asset test, the 10% value test, or the 10% vote test with respect to our ownership of their securities. We intend that the aggregate value of our TRSs will not exceed 25% of the aggregate value of our gross assets. We believe that our assets have allowed us to comply with the foregoing asset tests, and we intend to monitor compliance on an ongoing basis. However, independent appraisals have not been obtained to support our conclusions as to the value of our assets. Moreover, values of some assets may not be susceptible to a precise determination, and values are subject to change in the future. Accordingly, there can be no assurance that the IRS will not disagree with our determinations of value. If the IRS were to disagree with our determination of the value of certain of our assets, we would fail one or more of the foregoing asset tests, which could cause us to fail to qualify as a REIT unless we satisfied one of the cure provisions described below.

If we fail to satisfy an asset test because we acquire securities or other property during a quarter, we may cure this failure by disposing of sufficient nonqualifying assets within 30 days after the close of that quarter. We believe that we have maintained and intend to maintain adequate records of the value of our assets to ensure compliance with the asset tests. If we fail to cure any noncompliance with the asset tests within the 30-day cure period, we would cease to qualify as a REIT unless we are eligible for certain relief provisions discussed below.

Certain relief provisions may be available to us if we discover a failure to satisfy the asset tests described above after the 30-day cure period. Under these provisions, we will be deemed to have met the 5% asset test, the 10% value test, and the 10% vote test if the value of our nonqualifying assets (1) does not exceed the lesser of (a) 1% of the total value of our assets at the end of the applicable quarter or (b) $10,000,000, and (2) we dispose of the nonqualifying assets or otherwise satisfy such tests within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury Regulations to be issued. For violations of any of the asset tests due to reasonable cause and not due to willful neglect and that are, in the case of the 5% asset test, the 10% value test, and the 10% vote test, in excess of the de minimis exception described above, we may avoid disqualification as a REIT after the 30-day cure period by taking steps including (1) the disposition of sufficient nonqualifying assets, or the taking of other actions, which allow us to meet the asset tests within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury Regulations to be issued, (2) paying a tax equal to the greater of (a) $50,000 or (b) the highest corporate tax rate multiplied by the net income generated by the nonqualifying assets, and (3) disclosing certain information to the IRS.

Although we believe we have satisfied the asset tests described above and plan to take steps to ensure that we satisfy such tests at the close of each calendar quarter, there can be no assurance that we will always be successful, or will not require a reduction in our Operating Partnership's overall interest in an issuer (including in our TRSs). If we fail to cure any noncompliance with the asset tests in a timely manner, and the relief provisions described above are not available, we would cease to qualify as a REIT.

Annual Distribution Requirements

To maintain our qualification as a REIT, we are required to distribute dividends, other than capital gain dividends, to our stockholders in an amount at least equal to the sum of:

- 90% of our "REIT taxable income"; and
- 90% of our after-tax net income, if any, from foreclosure property; minus
- the excess of the sum of certain items of non-cash income over 5% of our "REIT taxable income."

For these purposes, our "REIT taxable income" is computed without regard to the dividends paid deduction and our net capital gain. In addition, for purposes of this test, non-cash income means income attributable to leveled stepped rents, original issue discount, cancellation of indebtedness, or a like-kind exchange that is later determined to be taxable.

In addition, if we dispose of any asset we acquired from a corporation which is or has been a C corporation in a transaction in which our basis in the asset is determined by reference to the basis of the asset in the hands of that C corporation, within the ten-year period following our acquisition of such asset, we would be required to distribute at least 90% of the after-tax gain, if any, we recognized on the disposition of the asset, to the extent that gain does not exceed the excess of (a) the fair market value of the asset over (b) our adjusted basis in the asset, in each case, on the date we acquired the asset.

We generally must pay, or be treated as paying, the distributions described above in the taxable year to which they relate. At our election, a distribution will be treated as paid in a taxable year if it is declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after such declaration, provided such payment is made during the 12-month period following the close of such year. These distributions are treated as received by our stockholders in the year in which paid. This is so even though these distributions relate to the prior year for purposes of the 90% distribution requirement.

In order to be taken into account for purposes of our distribution requirement, the amount distributed must not be preferential—i.e., every stockholder of the class of stock to which a distribution is made must be treated the same as every other stockholder of that class, and no class of stock may be treated other than according to its dividend rights as a class. To the extent that we do not distribute all of our net capital gain, or distribute at least 90%, but less than 100%, of our "REIT taxable income," as adjusted, we will be required to pay tax on the undistributed amount at regular corporate tax rates. We believe that we will make timely distributions sufficient to satisfy these annual distribution requirements and to minimize our corporate tax obligations. In this regard, the limited partnership agreement of our Operating Partnership authorizes us, as general partner of our Operating Partnership, to take such steps as may be necessary to cause our Operating Partnership to distribute to its partners an amount sufficient to permit us to meet these distribution requirements and to minimize our corporate tax obligation.

Under some circumstances, we may be able to rectify an inadvertent failure to meet the 90% distribution requirement for a year by paying "deficiency dividends" to our stockholders in a later year, which may be included in our deduction for dividends paid for the earlier year. Thus, we may be able to avoid being taxed on amounts distributed as deficiency dividends, subject to the 4% excise tax described below. However, we will be required to pay interest to the IRS based upon the amount of any deduction claimed for deficiency dividends.

Furthermore, we will be required to pay a 4% excise tax to the extent we fail to distribute during each calendar year at least the sum of 85% of our ordinary income for such year, 95% of our capital gain net income for the year and any undistributed taxable income from prior periods. Any ordinary income and net capital gain on which this excise tax is imposed for any year is treated as an amount distributed during that year for purposes of calculating such tax. For purposes of the 90% distribution requirement and excise tax described above, dividends declared during the last three months of the taxable year, payable to stockholders of record on a specified date during such period and paid during January of the following year, will be treated as paid by us and received by our stockholders on December 31 of the year in which they are declared.

Like-Kind Exchanges

We may dispose of properties in transactions intended to qualify as like-kind exchanges under the Code. Such like-kind exchanges are intended to result in the deferral of gain for U.S. federal income tax purposes. The failure of any such transaction to qualify as a like-kind exchange could require us to pay U.S. federal income tax, possibly including the 100% prohibited transaction tax, depending on the facts and circumstances surrounding the particular transaction.

Failure to Qualify

If we discover a violation of a provision of the Code that would result in our failure to qualify as a REIT, certain specified cure provisions may be available to us. Except with respect to violations of the gross income tests and asset tests (for which the cure provisions are described above), and provided the violation is due to reasonable cause and not due to willful neglect, these cure provisions generally impose a $50,000 penalty for each violation in lieu of a loss of REIT status. If we fail to satisfy the requirements for taxation as a REIT in any taxable year, and the relief provisions do not apply, we will be required to pay tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates. Distributions to stockholders in any year in which we fail to qualify as a REIT will not be deductible by us, and we will not be required to distribute any amounts to our stockholders. As a result, we anticipate that our failure to qualify as a REIT would reduce the cash available for distribution by us to our stockholders. In addition, if we fail to qualify as a REIT, all distributions to stockholders will be taxable as regular corporate dividends to the extent of our current and accumulated earnings and profits. In such event, corporate distributees may be eligible for the dividends-received deduction. In addition, non-corporate stockholders, including individuals, may be eligible for the preferential tax rates on qualified dividend income. Unless entitled to relief under specific statutory provisions, we will also be ineligible to elect to be treated as a REIT for the four taxable years following the year for which we lost our qualification. It is not possible to state whether in all circumstances we would be entitled to this statutory relief.

Tax Aspects of Our Operating Partnership, the Subsidiary Partnerships and the Limited Liability Companies

General. All of our investments will be held indirectly through our Operating Partnership. In addition, our Operating Partnership may hold certain of its investments indirectly through subsidiary partnerships and limited liability companies which we expect will be treated as partnerships or disregarded entities for U.S. federal income tax purposes. In general, entities that are classified as partnerships or disregarded entities for U.S. federal income tax purposes are “pass-through” entities that are not required to pay U.S. federal income tax. Rather, partners or members of such entities are allocated their shares of the items of income, gain, loss, deduction and credit of the partnership or limited liability company, and are potentially required to pay tax on this income, without regard to whether they receive a distribution from the partnership or limited liability company. We will include in our income our share of these partnership and limited liability company items for purposes of the various gross income tests, the computation of our REIT taxable income, and the REIT distribution requirements. Moreover, for purposes of the asset tests (other than the 10% value test), we will include our pro rata share of assets held by our Operating Partnership, including its share of its subsidiary partnerships and limited liability companies, based on our capital interests in each such entity. See “—Taxation of Our Company.”

Entity Classification. Our interests in our Operating Partnership and any subsidiary partnerships and limited liability companies involve special tax considerations, including the possibility that the IRS might challenge the status of these entities as partnerships (or disregarded entities). For example, an entity that would otherwise be classified as a partnership for U.S. federal income tax purposes may nonetheless be taxable as a corporation if it is a "publicly traded partnership" and certain other requirements are met. A partnership or limited liability company would be treated as a publicly traded partnership if its interests are traded on an established securities market or are readily tradable on a secondary market or a substantial equivalent thereof, within the meaning of applicable Treasury Regulations. Interests in a partnership are not treated as readily tradable on a secondary market, or the substantial equivalent thereof, if all interests in the partnership were issued in one or more transactions that were not required to be registered under the Securities Act, and the partnership does not have more than 100 partners at any time during the taxable year of the partnership, taking into account certain ownership attribution and anti-avoidance rules (the "100 Partner Safe Harbor"). Our Operating Partnership may not qualify for the 100 Partner Safe Harbor. In the event that the 100 Partner Safe Harbor or certain other safe harbor provisions of applicable Treasury Regulations are not available, our Operating Partnership could be classified as a publicly traded partnership.

If our Operating Partnership does not qualify for the 100 Partner Safe Harbor, interests in our Operating Partnership may nonetheless be viewed as not readily tradable on a secondary market or the substantial equivalent thereof if the sum of the percentage interests in capital or profits of our Operating Partnership transferred during any taxable year of our Operating Partnership does not exceed 2% of the total interests in our Operating Partnership's capital or profits, subject to certain exceptions. For purpose of this 2% trading restriction, our interests in our Operating Partnership are excluded from the determination of the percentage interests in capital or profits of our Operating Partnership. In addition, this 2% trading restriction does not apply to transfers by a limited partner in one or more transactions during any 30-day period representing in the aggregate more than 2% of the total interests in our Operating Partnership's capital or profits. We, as general partner of our Operating Partnership, have the authority to take any steps we determine necessary or appropriate to prevent any trading of interests in our Operating Partnership that would cause our Operating Partnership to become a publicly traded partnership, including any steps necessary to ensure compliance with this 2% trading restriction.

We believe our Operating Partnership and each of our other partnerships and limited liability companies will be classified as partnerships or disregarded entities for U.S. federal income tax purposes, and we do not anticipate that our Operating Partnership or any subsidiary partnership or limited liability company will be treated as a publicly traded partnership that is taxable as a corporation.

If our Operating Partnership or any of our other partnerships or limited liability companies were to be treated as a publicly traded partnership, it would be taxable as a corporation unless it qualified for the statutory "90% qualifying income exception." Under that exception, a publicly traded partnership is not subject to corporate-level tax if 90% or more of its gross income consists of dividends, interest, "rents from real property" (as that term is defined for purposes of the rules applicable to REITs, with certain modifications), gain from the sale or other disposition of real property, and certain other types of qualifying income. However, if any such entity did not qualify for this exception or was otherwise taxable as a corporation, it would be required to pay an entity-level tax on its income. In this situation, the character of our assets and items of gross income would change and could prevent us from satisfying the REIT asset tests and possibly the REIT income tests. See "—Taxation of Our Company—Asset Tests" and "—Income Tests." This, in turn, could prevent us from qualifying as a REIT. See "—Failure to Qualify" for a discussion of the effect of our failure to meet these tests. In addition, a change in the tax status of our Operating Partnership or a subsidiary partnership or limited liability company might be treated as a taxable event. If so, we might incur a tax liability without any related cash payment.

Allocations of Income, Gain, Loss and Deduction. The Partnership Agreement generally provides that allocations of net income to holders of common units generally will be made proportionately to all such holders in respect of such units. Certain limited partners will have the opportunity to guarantee debt of our Operating

Partnership, indirectly through an agreement to make capital contributions to our Operating Partnership under limited circumstances. As a result of these guaranties or contribution agreements, and notwithstanding the foregoing discussion of allocations of income and loss of our Operating Partnership to holders of units, such limited partners could under limited circumstances be allocated a disproportionate amount of net loss upon a liquidation of our Operating Partnership, which net loss would have otherwise been allocable to us. If an allocation of partnership income or loss does not comply with the requirements of Section 704(b) of the Code and the Treasury Regulations thereunder, the item subject to the allocation will be reallocated in accordance with the partners' interests in the partnership. This reallocation will be determined by taking into account all of the facts and circumstances relating to the economic arrangement of the partners with respect to such item. Our Operating Partnership's allocations of taxable income and loss are intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations thereunder.

Tax Allocations With Respect to the Properties. Under Section 704(c) of the Code, income, gain, loss and deduction attributable to appreciated or depreciated property that is contributed to a partnership in exchange for an interest in the partnership, must be allocated in a manner so that the contributing partner is charged with the unrealized gain or benefits from the unrealized loss associated with the property at the time of the contribution. The amount of the unrealized gain or unrealized loss generally is equal to the difference between the fair market value or book value and the adjusted tax basis of the contributed property at the time of contribution, as adjusted from time to time. These allocations are solely for U.S. federal income tax purposes and do not affect the book capital accounts or other economic or legal arrangements among the partners.

Our Operating Partnership may, from time to time, acquire interests in property in exchange for interests in our Operating Partnership. In that case, the tax basis of these property interests generally carries over to the Operating Partnership, notwithstanding their different book (i.e., fair market) value (this difference is referred to as a book-tax difference). The Partnership Agreement requires that income and loss allocations with respect to these properties be made in a manner consistent with Section 704(c) of the Code. Treasury Regulations issued under Section 704(c) of the Code provide partnerships with a choice of several methods of accounting for book- tax differences. Depending on the method we choose in connection with any particular contribution, the carryover basis of each of the contributed interests in the properties in the hands of our Operating Partnership (1) could cause us to be allocated lower amounts of depreciation deductions for tax purposes than would be allocated to us if any of the contributed properties were to have a tax basis equal to its respective fair market value at the time of the contribution and (2) could cause us to be allocated taxable gain in the event of a sale of such contributed interests or properties in excess of the economic or book income allocated to us as a result of such sale, with a corresponding benefit to the other partners in our Operating Partnership. An allocation described in clause (2) above might cause us or the other partners to recognize taxable income in excess of cash proceeds in the event of a sale or other disposition of property, which might adversely affect our ability to comply with the REIT distribution requirements. See "—General—Requirements for Qualification as a REIT" and "—Annual Distribution Requirements."

Any property acquired by our Operating Partnership in a taxable transaction will initially have a tax basis equal to its fair market value, and Section 704(c) of the Code generally will not apply.

Federal Income Tax Considerations for U.S. Stockholders of the Common Stock

Distributions Generally. Distributions out of our current or accumulated earnings and profits will be treated as dividends and, other than with respect to capital gain dividends and certain amounts which have previously been subject to corporate level tax discussed below, will be taxable to our taxable U.S. Stockholders as ordinary income when actually or constructively received. See "—Tax Rates" below. For purposes of determining whether a distribution is made out of our current or accumulated earnings and profits, our earnings and profits will be allocated first to our preferred stock dividends and then to our common stock dividends. As long as we qualify as a REIT, these distributions will not be eligible for the dividends-received deduction in the case of U.S. stockholders that are corporations or, except to the extent provided in "—Tax Rates" below, the preferential rates on qualified dividend income applicable to non-corporate U.S. stockholders, including individuals.

To the extent that we make distributions on the common stock in excess of our current and accumulated earnings and profits, these distributions will be treated first as a tax-free return of capital to a U.S. Stockholder. This treatment will reduce the U.S. Stockholder's adjusted tax basis in such shares of stock by the amount of the distribution, but not below zero. Distributions in excess of our current and accumulated earnings and profits and in excess of a U.S. Stockholder's adjusted tax basis in its shares will be taxable as capital gain. Such gain will be taxable as long-term capital gain if the shares have been held for more than one year. Dividends we declare in October, November, or December of any year and which are payable to a stockholder of record on a specified date in any of these months will be treated as both paid by us and received by the stockholder on December 31 of that year, provided we actually pay the dividend on or before January 31 of the following year. U.S. stockholders may not include in their own income tax returns any of our net operating losses or capital losses.

Certain stock dividends, including dividends partially paid in our stock and partially paid in cash, will be taxable to the recipient U.S. Stockholder to the same extent as if paid in cash.

Capital Gain Dividends. Dividends that we properly designate as capital gain dividends will be taxable to our U.S. Stockholders as a gain from the sale or disposition of a capital asset held for more than one year, to the extent that such gain does not exceed our actual net capital gain for the taxable year. U.S. Stockholders that are corporations may, however, be required to treat up to 20% of certain capital gain dividends as ordinary income.

Retention of Net Capital Gains. We may elect to retain, rather than distribute as a capital gain dividend, all or a portion of our net capital gains. If we make this election, we would pay tax on our retained net capital gains. In addition, to the extent we so elect, our earnings and profits (determined for U.S. federal income tax purposes) would be adjusted accordingly, and a U.S. Stockholder generally would:

- include its pro rata share of our undistributed net capital gains in computing its long-term capital gains in its return for its taxable year in which the last day of our taxable year falls, subject to certain limitations as to the amount that is includable;
- be deemed to have paid its share of the capital gains tax imposed on us on the designated amounts included in the U.S. Stockholder's income as long-term capital gain;
- receive a credit or refund for the amount of tax deemed paid by it;
- increase the adjusted basis of its stock by the difference between the amount of includable gains and the tax deemed to have been paid by it; and
- in the case of a U.S. Stockholder that is a corporation, appropriately adjust its earnings and profits for the retained capital gains in accordance with Treasury Regulations to be promulgated by the IRS.

Passive Activity Losses and Investment Interest Limitations . Distributions we make and gain arising from the sale or exchange by a U.S. Stockholder of our shares will not be treated as passive activity income. As a result, U.S. Stockholders generally will not be able to apply any "passive losses" against this income or gain. A U.S. Stockholder may elect to treat capital gain dividends, capital gains from the disposition of our stock and income designated as qualified dividend income, described in "—Tax Rates" below, as investment income for purposes of computing the investment interest limitation, but in such case, the stockholder will be taxed at ordinary income rates on such amount. Other distributions made by us, to the extent they do not constitute a return of capital, generally will be treated as investment income for purposes of computing the investment interest limitation.

Dispositions of the Common Stock. If a U.S. Stockholder sells or disposes of shares of the common stock, it will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale or other disposition and the holder's adjusted basis in the shares. This gain or loss, except as provided below, will be a long-term capital gain or loss if the holder has held such common stock for more than one year. However, if a U.S. Stockholder

recognizes a loss upon the sale or other disposition of common stock that it has held for six months or less, after applying certain holding period rules, the loss recognized will be treated as a long-term capital loss to the extent the U.S. Stockholder received distributions from us which were required to be treated as long-term capital gains.

Tax Rates. The maximum tax rate for non-corporate taxpayers for (1) capital gains, including certain "capital gain dividends," is 20% (although depending on the characteristics of the assets which produced these gains and on designations which we may make, certain capital gain dividends may be taxed at a 25% rate) and (2) "qualified dividend income" is 20%. However, dividends payable by REITs are not eligible for the 20% tax rate on qualified dividend income, except to the extent that certain holding requirements have been met and the REIT's dividends are attributable to dividends received from taxable corporations (such as its TRSs) or to income that was subject to tax at the corporate/REIT level (for example, if it distributed taxable income that it retained and paid tax on in the prior taxable year) or to dividends properly designated by the REIT as "capital gain dividends."

Medicare Tax on Unearned Income. Certain U.S. stockholders that are individuals, estates or trusts will be required to pay an additional 3.8% Medicare tax on, among other things, dividends on and capital gains from the sale or other disposition of the common stock. U.S. Stockholders should consult their tax advisors regarding the effect, if any, of this Medicare tax on their ownership and disposition of the common stock.

New Legislation Relating to Foreign Accounts. Under the Foreign Account Tax Compliance Act, or FATCA, a U.S. withholding tax at a 30% rate generally will be imposed on dividends paid to certain U.S. Stockholders who own our capital stock through foreign accounts or foreign intermediaries if certain disclosure requirements related to U.S. accounts or ownership are not satisfied. In addition, if those disclosure requirements are not satisfied, a U.S. withholding tax at a 30% rate will be imposed, for payments made after December 31, 2016, on proceeds from the sale of our capital stock received by U.S. Stockholders who own our capital stock through foreign accounts or foreign intermediaries. If payment of withholding taxes is required, non-U.S. holders that are otherwise eligible for an exemption from, or reduction of, U.S. withholding taxes with respect to such dividends and proceeds will be required to seek a refund from the IRS to obtain the benefit of such exemption or reduction. We will not pay any additional amounts in respect of any amounts withheld.

Information Reporting and Backup Withholding. We are required to report to our U.S. Stockholders and the IRS the amount of dividends paid during each calendar year, and the amount of any tax withheld. Under the backup withholding rules, a stockholder may be subject to backup withholding with respect to dividends paid unless the holder comes within certain exempt categories and, when required, demonstrates this fact, or provides a taxpayer identification number, certifies as to no loss of exemption from backup withholding, and otherwise complies with applicable requirements of the backup withholding rules. A U.S. Stockholder that does not provide us with its correct taxpayer identification number may also be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amount paid as backup withholding will be creditable against the stockholder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. In addition, we may be required to withhold a portion of capital gain distributions to any stockholders who fail to certify their non-foreign status. See "—Taxation of Non-U.S. Stockholders."

Federal Income Tax Considerations of Tax Exempt Stockholders of the Common Stock

Tax-exempt entities, including qualified employee pension and profit sharing trusts and individual retirement accounts, generally are exempt from U.S. federal income taxation. They are subject, however, to taxation on their unrelated business taxable income ("UBTI"). While many investments in real estate generate UBTI, the IRS has issued a ruling that dividend distributions from a REIT to an exempt employee pension trust do not constitute UBTI. Based on that ruling, dividend income from us and gain arising upon a sale of the generally should not be UBTI, to a tax-exempt stockholder, except as described below. This income or gain will be UBTI, however, if a tax-exempt stockholder holds our common stock as "debt-financed property" within the meaning of the Code. Generally, "debt-financed property" is property the acquisition or holding of which was financed through a borrowing by the tax-exempt stockholder.

For tax-exempt stockholders that are social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts, or qualified group legal services plans exempt from U.S. federal income taxation under Sections 501(c)(7), (c)(9), (c)(17) or (c)(20) of the Code, respectively, income from an investment in our common stock will constitute UBTI unless the organization is able to properly claim a deduction for amounts set aside or placed in reserve for specific purposes so as to offset the income generated by its investment in our shares. These prospective investors should consult their tax advisors concerning these "set aside" and reserve requirements.

Notwithstanding the above, however, a portion of the dividends paid by a "pension-held REIT" may be treated as unrelated business taxable income as to certain trusts that hold more than 10%, by value, of our stock. A REIT will not be a "pension-held REIT" if it is able to satisfy the "not closely held" requirement without relying on the "look-through" exception with respect to certain trusts or if such REIT is not "predominantly held" by "qualified trusts." As a result of restrictions on ownership and transfer of our stock contained in our charter, we do not expect to be classified as a "pension-held REIT," and as a result, the tax treatment described above should be inapplicable to our stockholders. However, because our stock will be publicly traded, we cannot guarantee that this will always be the case.

Federal Income Tax Considerations of Non-U.S. Stockholders of the Common Stock

The following discussion addresses the rules governing U.S. federal income taxation of the purchase, ownership and disposition of the common stock by non-U.S. Stockholders. These rules are complex, and no attempt is made herein to provide more than a brief summary of such rules. Accordingly, the discussion does not address all aspects of U.S. federal income taxation and does not address state, local or non-U.S. tax consequences that may be relevant to a non-U.S. Stockholder in light of its particular circumstances. We urge non-U.S. Stockholders to consult their tax advisors to determine the impact of federal, state, local and non-U.S. income tax laws on the purchase, ownership and disposition of shares of the common stock, including any reporting requirements.

Distributions Generally. Distributions (including any taxable stock dividends) that are neither attributable to gains from sales or exchanges by us of "United States real property interests" (as defined below) nor designated by us as capital gain dividends (except as described below) will be treated as dividends of ordinary income to the extent that they are made out of our current or accumulated earnings and profits. Such distributions ordinarily will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, unless the distributions are treated as effectively connected with the conduct by the non-U.S. Stockholder of a U.S. trade or business. Under certain treaties, however, lower withholding rates generally applicable to dividends do not apply to dividends from a REIT. Certain certification and disclosure requirements must be satisfied to be exempt from withholding under the effectively connected income exemption. Dividends that are treated as effectively connected with a U.S. trade or business will generally not be subject to withholding but will be subject to U.S. federal income tax on a net basis at graduated rates, in the same manner as dividends paid to U.S. Stockholders are subject to U.S. federal income tax. Any such dividends received by a non-U.S. Stockholder that is a corporation may also be subject to an additional branch profits tax at a 30% rate (applicable after deducting U.S. federal income taxes paid on such effectively connected income) or such lower rate as may be specified by an applicable income tax treaty.

Except as otherwise provided below, we expect to withhold U.S. federal income tax at the rate of 30% on any distributions made to a non-U.S. Stockholder unless:

(1) a lower treaty rate applies and the non-U.S. Stockholder files with us an IRS Form W-8BEN or W-8BEN-E evidencing eligibility for that reduced treaty rate; or

(2) the non-U.S. Stockholder files an IRS Form W-8ECI with us claiming that the distribution is income effectively connected with the non-U.S. stockholder's trade or business.

Distributions in excess of our current and accumulated earnings and profits will not be taxable to a non-U.S. Stockholder to the extent that such distributions do not exceed the adjusted basis of the stockholder's common

stock, but rather will reduce the adjusted basis of such stock. To the extent that such distributions exceed the non-U.S. Stockholder's adjusted basis in such common stock, they will give rise to gain from the sale or exchange of such common stock, the tax treatment of which is described below. For withholding purposes, we expect to treat all distributions as made out of our current or accumulated earnings and profits. However, amounts withheld may be refundable if it is subsequently determined that the distribution was, in fact, in excess of our current and accumulated earnings and profits, provided that certain conditions are met.

Capital Gain Dividends and Distributions Attributable to a Sale or Exchange of U.S. Real Property Interests. Distributions to a non-U.S. Stockholder that we properly designate as capital gain dividends, other than those arising from the disposition of a "United States real property interest" (as defined below), generally should not be subject to U.S. federal income taxation, unless:

(1) the investment in our stock is treated as effectively connected with the non-U.S. Stockholder's U.S. trade or business, in which case the non-U.S. Stockholder will be subject to the same treatment as U.S. Stockholders with respect to such gain, except that a non-U.S. Stockholder that is a non-U.S. corporation may also be subject to a branch profits tax of up to 30%, as discussed above; or

(2) the non-U.S. Stockholder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met, in which case the nonresident alien individual will be subject to a 30% tax on the individual's capital gains.

Pursuant to the FIRPTA, distributions to a non-U.S. Stockholder that are attributable to gain from sales or exchanges by us of USRPIs, whether or not designated as capital gain dividends, will cause the non-U.S. Stockholder to be treated as recognizing such gain as income effectively connected with a U.S. trade or business. Non-U.S. Stockholders would generally be taxed at the same rates applicable to U.S. Stockholders, subject to any applicable alternative minimum tax. We also will be required to withhold and to remit to the IRS 35% (or 20% to the extent provided in Treasury Regulations) of any distribution to non-U.S. Stockholders that is designated as a capital gain dividend or, if greater, 35% of any distribution to non-U.S. Stockholders that could have been designated as a capital gain dividend. The amount withheld is creditable against the non-U.S. Stockholder's U.S. federal income tax liability. However, any distribution with respect to any class of stock that is "regularly traded" on an established securities market located in the United States is not subject to FIRPTA, and therefore, not subject to the 35% U.S. withholding tax described above, if the non-U.S. Stockholder did not own more than 5% of such class of stock at any time during the one-year period ending on the date of the distribution. Instead, such distributions will generally be treated as ordinary dividend distributions and subject to withholding in the manner described above with respect to ordinary dividends.

Retention of Net Capital Gains. Although the law is not clear on the matter, it appears that amounts designated by us as retained net capital gains in respect of the stock held by stockholders generally should be treated with respect to non-U.S. Stockholders in the same manner as actual distributions of capital gain dividends. Under that approach, the non-U.S. Stockholders would be able to offset as a credit against their U.S. federal income tax liability resulting from their proportionate share of the tax paid by us on such retained net capital gains and to receive from the IRS a refund to the extent their proportionate share of such tax paid by us exceeds their actual U.S. federal income tax liability. If we were to designate any portion of our net capital gain as retained net capital gain, a non-U.S. Stockholder should consult its tax advisor regarding the taxation of such retained net capital gain.

Dispositions of the Common Stock. Gain recognized by a non-U.S. Stockholder upon the sale, exchange or other taxable disposition of the common stock generally will not be subject to U.S. federal income taxation unless such stock constitutes a USRPI. In general, stock of a domestic corporation that constitutes a "U.S. real property holding corporation," or USRPHC, will constitute a USRPI. We expect that we will be a USRPHC. The common stock will not, however, constitute a USRPI so long a we are a "domestically controlled qualified investment entity." A "domestically controlled qualified investment entity" includes a REIT in which at all times during a specified testing period less than 50% in value of its stock is held directly or indirectly by non-U.S. Stockholders.

We believe, but cannot guarantee, that we are a "domestically controlled qualified investment entity." Because the common stock is publicly traded, no assurance can be given that we will continue to be a "domestically controlled qualified investment entity."

Notwithstanding the foregoing, gain from the sale, exchange or other taxable disposition of the common stock not otherwise subject to FIRPTA will be taxable to a non-U.S. Stockholder if either (a) the investment in the common stock is treated as effectively connected with the non-U.S. Stockholder's U.S. trade or business or (b) the non-U.S. Stockholder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met. In addition, even if we are a domestically controlled qualified investment entity, upon disposition of our stock (subject to the 5% exception applicable to "regularly traded" stock described below), a non-U.S. Stockholder may be treated as having gain from the sale or other taxable disposition of a USRPI if (1) the non-U.S. Stockholder disposes of our stock within a 30-day period preceding the ex-dividend date of a distribution, any portion of which, but for the disposition, would have been treated as gain from the sale or exchange of a USRPI and (2) acquires, or enters into a contract or option to acquire, or is deemed to acquire, other shares of that stock during the 61-day period beginning with the first day of the 30-day period described in clause (1).

Even if we do not qualify as a "domestically controlled qualified investment entity" at the time a non-U.S. Stockholder sells our stock, gain arising from the sale or other taxable disposition by a non-U.S. Stockholder of such stock would not be subject to U.S. federal income taxation under FIRPTA as a sale of a USRPI if:

- the common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, such as Nasdaq; and
- such non-U.S. stockholder owned, actually and constructively, 5% or less of such class of our stock throughout the five-year period ending on the date of the sale or exchange.

If gain on the sale, exchange or other taxable disposition of the common stock were subject to taxation under FIRPTA, the non-U.S. Stockholder would be subject to regular U.S. federal income tax with respect to such gain in the same manner as a taxable U.S. Stockholder (subject to any applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals). In addition, if the sale, exchange or other taxable disposition of the common stock were subject to taxation under FIRPTA, and if shares of the common stock were not "regularly traded" on an established securities market, the purchaser of the common stock would generally be required to withhold and remit to the IRS 10% of the purchase price.

Information Reporting and Backup Withholding Tax. Generally, we must report annually to the IRS the amount of dividends paid to a non-U.S. Stockholder, such holder's name and address, and the amount of tax withheld, if any. A similar report is sent to the non-U.S. Stockholder. Pursuant to tax treaties or other agreements, the IRS may make its reports available to tax authorities in the non-U.S. Stockholder's country of residence.

Payments of dividends or of proceeds from the disposition of stock made to a non-U.S. Stockholder may be subject to information reporting and backup withholding unless such holder establishes an exemption, for example, by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E or another appropriate version of IRS Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we have or our paying agent has actual knowledge, or reason to know, that a non-U.S. Stockholder is a U.S. person. Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained, provided that the required information is timely furnished to the IRS.

New Legislation Related to Foreign Accounts. Under FATCA, a U.S. withholding tax at a 30% rate will be imposed on dividends paid on the common stock received by certain non-U.S. Stockholders if they held our stock through foreign entities that fail to meet certain disclosure requirements related to U.S. persons that either have

accounts with such entities or own equity interests in such entities. In addition, if those disclosure requirements are not satisfied, a U.S. withholding tax at a 30% rate will be imposed on proceeds from the sale of the common stock received after December 31, 2016 by certain non-U.S. stockholders. If payment of withholding taxes is required, non-U.S. stockholders that are otherwise eligible for an exemption from, or reduction of, U.S. withholding taxes with respect of such dividends and proceeds will be required to seek a refund from the IRS to obtain the benefit or such exemption or reduction. We will not pay any additional amounts in respect of any amounts withheld.

Other Tax Consequences

State, local and non-U.S. income tax laws may differ substantially from the corresponding U.S. federal income tax laws, and this discussion does not purport to describe any aspect of the tax laws of any state, local or non-U.S. jurisdiction. You should consult your tax advisor regarding the effect of state, local and non-U.S. tax laws with respect to our tax treatment as a REIT and on an investment in the common stock.

MATERIAL INTERESTS OF AFFILIATES

No affiliate of ours has a material interest in the Exchange Offer, except Jeffrey Zwerdling, one of our directors, who owns 14,000 shares of Series B Preferred Stock.

VALIDITY OF COMMON STOCK

The validity of the common stock to be issued in the Exchange Offer will be passed upon for us by Williams Mullen, Richmond, Virginia.

SEC POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as the limitation of, or indemnification for, liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, or persons controlling us pursuant to the foregoing, or otherwise, we have been advised that, in the opinion of the SEC, such limitation or indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We are incorporating certain information about us that we have filed with the SEC by reference in this prospectus, which means that we are disclosing important information to you by referring you to those documents. We are also incorporating by reference in this prospectus information that we file with the SEC after the filing of this registration statement and prior to the effectiveness of this registration statement and the consummation of the Exchange Offer. The information we incorporate by reference is an important part of this prospectus, and later information that we file with the SEC automatically will update and supersede the information we have included in or incorporated into this prospectus.

We incorporate by reference the following documents we have filed, or may file, with the SEC:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2014, filed on March 25, 2015;
- Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015, filed on May 15, 2015;
- Current Reports on Form 8-K and/or amended Current Reports on Form 8-K/A filed on January 9, 2015, January 13, 2015, January 16, 2015, January 20, 2015, February 13, 2015, February 17,

2015, March 6, 2015, March 13, 2015, March 18, 2015, March 19, 2015, both reports filed on March 24, 2015, March 27, 2015, March 30, 2015, April 2, 2015, April 14, 2015, April 15, 2015, April 16, 2015, April 17, 2015, May 14, 2015, May 15, 2015, May 18, 2015, May 20, 2015, May 29, 2015, June 2, 2015, June 3, 2015, both reports filed on June 5, 2015, both reports on June 8, 2015 and June 9, 2015;

- The description of our common stock contained in our Form 8-A, filed on October 23, 2012, as amended on October 24, 2012; and
- The description of our Series B Preferred Stock contained in our Form 8-A, filed on April 23, 2014, as amended on April 28, 2014.

This prospectus is part of a registration statement we have filed with the SEC on Form S-4 relating to our common stock. As permitted by SEC rules, this prospectus does not contain all of the information included in the registration statement and the accompanying exhibits and schedules we file with the SEC. We have incorporated by reference certain legal documents that control the terms of our common stock offered by this prospectus as exhibits to the registration statement. You may refer to the registration statement and the exhibits for more information about the common stock and us. The registration statement and exhibits are also available at the SEC's Public Reference Room or through its web site.

The section entitled "Where You Can Find More Information About Wheeler Real Estate Investment Trust, Inc." above describe how you can obtain or access any documents or information that we have incorporated by reference herein. The information relating to us contained in this prospectus does not purport to be comprehensive and should be read together with the information contained in the documents incorporated or deemed to be incorporated by reference in this prospectus.

Upon written or oral request, we will provide, free of charge, to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or all of the reports or documents that are incorporated by reference into this prospectus. Such written or oral requests should be made to:

Wheeler Real Estate Investment Trust, Inc.
Riversedge North
2529 Virginia Beach Blvd., Suite 200
Virginia Beach, Virginia 23452
(757) 627-9088

In addition, such reports and documents may be found on our website at *www.WHLR.us*. Our website and the information included therein is not a part of this prospectus and not incorporated by reference.

The Dealer Managers for the Exchange Offer are:

Compass Point Research & Trading, LLC

1055 Thomas Jefferson St. NW, Suite 303
Washington, DC 2007
Telephone: (202) 540-7300

and

Maxim Group LLC

405 Lexington Avenue, 2nd Floor
New York, NY 10174
Telephone: (212) 895-3500

The Information Agent for the Exchange Offer is:

Georgeson, Inc.

480 Washington Blvd., 26th Floor
Jersey City, NJ 07310
Telephone: (866) 391-7007
Email: Wheeler@georgeson.com

The Exchange Agent for the Exchange Offer is:

Computershare Trust Company, N.A.

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
PO Box 43011
Providence, RI 02940-3011
Telephone: (781) 575-2332
Facsimile: (617) 360-6810

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Maryland law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (a) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty that is established by a final judgment and is material to the cause of action. Our charter contains a provision which eliminates our directors' and officers' liability to the maximum extent permitted by Maryland law.

Maryland law requires a Maryland corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful in the defense of any proceeding to which he or she is made or threatened to be made a party by reason of his or her service in that capacity. Maryland law permits a Maryland corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made or threatened to be made a party by reason of their service in those or other capacities unless it is established that: (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty; (b) the director or officer actually received an improper personal benefit in money, property or services; or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, under Maryland law, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that personal benefit was improperly received, unless in either case a court orders indemnification and then only for expenses. In addition, Maryland law permits a Maryland corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

Our charter authorizes us, to the maximum extent permitted by Maryland law, to obligate ourselves and our bylaws obligate us, to indemnify any present or former director or officer or any individual who, while a director or officer of our company and at our request, serves or has served as a director, officer, partner, trustee, member or manager of another corporation, real estate investment trust, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity from and against any claim or liability to which that individual may become subject or which that individual may incur by reason of his or her service in any of the foregoing capacities and to pay or reimburse his or her reasonable expenses in advance of final disposition of a proceeding. Our charter and bylaws also permit us to indemnify and advance expenses to any individual who served a predecessor of our company in any of the capacities described above and any employees or agents of our company or a predecessor of our company. Furthermore, our officers and directors are indemnified against specified liabilities by the dealer managers, and the dealer managers are indemnified against certain liabilities by us, under the dealer manager agreement relating to this Exchange Offer.

We intend to enter into indemnification agreements with each of our executive officers and directors whereby we indemnify such executive officers and directors to the fullest extent permitted by Maryland law against all expenses and liabilities, subject to limited exceptions. These indemnification agreements also provide that upon an application for indemnity by an executive officer or director to a court of appropriate jurisdiction, such court may order us to indemnify such executive officer or director.

In addition, our directors and officers are indemnified for specified liabilities and expenses pursuant to the Partnership Agreement of our Operating Partnership, of which we serve as sole general partner.

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Item 21. Exhibits.

The following exhibits are filed as part of this Registration Statement or incorporated in it by reference.

Exhibit No.	Description of Exhibit
1.1	Dealer Manager Agreement (*)
3.1	Articles of Amendment and Restatement of Registrant (1)
3.2	Amended and Restated Bylaws of Registrant (3)
4.1	Form of Certificate of Common Stock of Registrant (3)
4.2	Form of Certificate of Series B Preferred Stock of Registrant (4)
4.3	Form of Warrant Certificate of Registrant (4)
4.4	Form of Warrant Agreement for December 2013/January 2014 Private Placement Offering (5)
4.5	Form of Promissory Note for December 2013/January 2014 Private Placement Offering (5)
4.6	Form of Convertible Promissory Note for December 2013/January 2014 Private Placement Offering (5)
5.1	Opinion of Williams Mullen (*)
8.1	Opinion of Williams Mullen with respect to tax matters (*)
10.1	Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P. (6)
10.2	Amendment to the Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P., Designation of Series C Mandatorily Convertible Preferred Units, as amended (7)
10.3	Amendment to the Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P., Designation of Series B Mandatorily Convertible Preferred Units (8)
10.4	Amendment to the Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P., Designation of Series A Mandatorily Convertible Preferred Units (8)
10.5	Wheeler Real Estate Investment Trust, Inc. 2015 Long-Term Incentive Plan (12)
10.6	Employment Agreement of Jon S. Wheeler (9)
10.7	Employment Agreement of Steven M. Belote (9)
10.8	Employment Agreement of Robin Hanisch (9)
10.9	Subordination Agreement (6)
10.10	Warrant Agreement, by and among the Registrant, Computershare, Inc. and Computershare Trust Company, N.A. (10)
10.11	Membership Interest Contribution Agreement dated October 24, 2014, by and among Jon S. Wheeler and Wheeler REIT, L.P. (9)
10.12	Tax Protection Agreement dated October 24, 2014, by and among Wheeler Real Estate Investment Trust, Inc., Wheeler REIT, L.P. and Jon S. Wheeler (9)
10.13	Termination Agreement dated October 24, 2014, by and among Wheeler Real Estate Investment Trust, Inc., Wheeler REIT, L.P., and WHLR Management, LLC (9)
10.14	Form of Securities Purchase Agreement, dated March 19, 2015, between Wheeler Real Estate Investment Trust, Inc. and each of the investors (7)
10.15	Form of Registration Rights Agreement, dated March 19, 2015, between Wheeler Real Estate Investment Trust, Inc. and each of the investors (7)

Exhibit No.	Description of Exhibit
10.16	Shareholder Rights Agreement, dated March 19, 2015, by and between Wheeler Real Estate Investment Trust, Inc. and Westport Capital Partners LLC as agent on behalf of certain investors (7)
10.17	Board Observer Rights Agreement, dated March 19, 2015, by and between Wheeler Real Estate Investment Trust, Inc. and MFP Investors LLC (7)
10.18	Letter Agreement, dated March 19, 2015, by and between Wheeler Real Estate Investment Trust, Inc. and Jon S. Wheeler (7)
10.19	Placement Agency Agreement, by and among Compass Point Research & Trading, LLC, the Registrant and the Operating Partnership (2)
10.20	Credit Agreement, dated May 29, 2015, between Wheeler REIT, L.P. and KeyBank (13)
21.1	Subsidiaries of the Registrant (11)
23.1	Consent of Cherry Bekaert LLP (Consent of Independent Auditor) (*)
23.2	Consent of Cherry Bekaert LLP (Consent of Independent Registered Public Accounting Firm)(*)
23.3	Consent of Williams Mullen (included in Exhibit 5.1 and Exhibit 8.1) (*)
24.1	Power of Attorney (included on the signature page hereto)
99.1	Form of Letter of Transmittal (*)
99.2	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (*)
99.3	Form of Letter to Clients (*)

(1) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on June 5, 2015.
(2) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on March 18, 2015.
(3) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-177262) previously filed pursuant to the Securities Act of 1933 and hereby incorporated by reference.
(4) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-194831) previously filed pursuant to the Securities Act of 1933 and hereby incorporated by reference.
(5) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on December 18, 2013 and hereby incorporated by reference.
(6) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-198245) previously filed pursuant to the Securities Act of 1933 and hereby incorporated by reference.
(7) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on March 19, 2015 and hereby incorporated by reference.
(8) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on April 15, 2015 and hereby incorporated by reference.
(9) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on October 30, 2014 and hereby incorporated by reference.
(10) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on April 29, 2014.
(11) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 10-K, filed on March 25, 2015 and hereby incorporated by reference.
(12) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on June 8, 2015.
(13) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on June 2, 2015.
(*) Filed herewith.

Item 22. Undertakings.

The undersigned registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) that, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; *provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use; and

(5) that, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of Form S-4 within one business day of receipt of such request and to send the incorporated documents by first class mail or equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Virginia Beach, Commonwealth of Virginia, on the 15th day of June 2015.

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

By: /s/ Jon S. Wheeler
Jon S. Wheeler
Chairman and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned directors and officers of Wheeler Real Estate Investment Trust, Inc., do hereby constitute and appoint Jon S. Wheeler and Steven M. Belote, and each of them, our true and lawful attorneys-in-fact and agents, to do any and all acts and things in our names and on our behalf in our capacities as directors and officers and to execute any and all instruments for us and in our name in the capacities indicated below, which said attorneys and agents, or any of them, may deem necessary or advisable to enable said Company to comply with the Securities Act of 1933 and any rules, regulations and requirements of the SEC in connection with this registration statement, or any registration statement for this Exchange Offer that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, including specifically, but without limitation, any and all amendments (including post–effective amendments) hereto, and we hereby ratify and confirm all that said attorneys and agents, or any of them, shall do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ JON S. WHEELER Jon. S. Wheeler	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	June 15, 2015
/S/ STEVEN M. BELOTE Steven M. Belote	Chief Financial Officer (Principal Financial and Accounting Officer)	June 15, 2015
/S/ CHRISTOPHER J. ETTEL Christopher J. Ettel	Director	June 15, 2015
/S/ DAVID KELLY David Kelly	Director	June 15, 2015
/S/ WILLIAM W. KING William W. King	Director	June 15, 2015
/S/ KURT R. HARRINGTON Kurt R. Harrington	Director	June 15, 2015

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Signature	Title	Date
/S/ CARL B. MCGOWAN, JR. Carl B. McGowan, Jr.	Director	June 15, 2015
/S/ ANN L. MCKINNEY Ann L. McKinney	Director	June 15, 2015
/S/ JEFFREY ZWERDLING Jeffrey Zwerdling	Director	June 15, 2015

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4.2	Form of Certificate of Series B Preferred Stock of Registrant (4)
4.3	Form of Warrant Certificate of Registrant (4)
4.4	Form of Warrant Agreement for December 2013/January 2014 Private Placement Offering (5)
4.5	Form of Promissory Note for December 2013/January 2014 Private Placement Offering (5)
4.6	Form of Convertible Promissory Note for December 2013/January 2014 Private Placement Offering (5)
5.1	Opinion of Williams Mullen (*)
8.1	Opinion of Williams Mullen with respect to tax matters (*)
10.1	Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P. (6)
10.2	Amendment to the Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P., Designation of Series C Mandatorily Convertible Preferred Units, as amended (7)
10.3	Amendment to the Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P., Designation of Series B Mandatorily Convertible Preferred Units (8)
10.4	Amendment to the Amended and Restated Agreement of Limited Partnership of Wheeler REIT, L.P., Designation of Series A Mandatorily Convertible Preferred Units (8)
10.5	Wheeler Real Estate Investment Trust, Inc. 2015 Long-Term Incentive Plan (12)
10.6	Employment Agreement of Jon S. Wheeler (9)
10.7	Employment Agreement of Steven M. Belote (9)
10.8	Employment Agreement of Robin Hanisch (9)
10.9	Subordination Agreement (6)
10.10	Warrant Agreement, by and among the Registrant, Computershare, Inc. and Computershare Trust Company, N.A. (1)
10.11	Membership Interest Contribution Agreement dated October 24, 2014, by and among Jon S. Wheeler and Wheeler REIT, L.P. (9)
10.12	Tax Protection Agreement dated October 24, 2014, by and among Wheeler Real Estate Investment Trust, Inc., Wheeler REIT, L.P. and Jon S. Wheeler (9)
10.13	Termination Agreement dated October 24, 2014, by and among Wheeler Real Estate Investment Trust, Inc., Wheeler REIT, L.P., and WHLR Management, LLC (9)
10.14	Form of Securities Purchase Agreement, dated March 19, 2015, between Wheeler Real Estate Investment Trust, Inc. and each of the investors (7)
10.15	Form of Registration Rights Agreement, dated March 19, 2015, between Wheeler Real Estate Investment Trust, Inc. and each of the investors (7)

Exhibit No.	Description of Exhibit
10.16	Shareholder Rights Agreement, dated March 19, 2015, by and between Wheeler Real Estate Investment Trust, Inc. and Westport Capital Partners LLC as agent on behalf of certain investors (7)
10.17	Board Observer Rights Agreement, dated March 19, 2015, by and between Wheeler Real Estate Investment Trust, Inc. and MFP Investors LLC (7)
10.18	Letter Agreement, dated March 19, 2015, by and between Wheeler Real Estate Investment Trust, Inc. and Jon S. Wheeler (7)
10.19	Placement Agency Agreement, by and among Compass Point Research & Trading, LLC, the Registrant and the Operating Partnership (2)
10.20	Credit Agreement, dated May 29, 2015, between Wheeler REIT, L.P. and KeyBank (13)
21.1	Subsidiaries of the Registrant (11)
23.1	Consent of Cherry Bekaert LLP (Consent of Independent Auditor) (*)
23.2	Consent of Cherry Bekaert LLP (Consent of Independent Registered Public Accounting Firm)(*)
23.3	Consent of Williams Mullen (included in Exhibit 5.1 and Exhibit 8.1) (*)
24.1	Power of Attorney (included on the signature page hereto)
99.1	Form of Letter of Transmittal (*)
99.2	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (*)
99.3	Form of Letter to Clients (*)

(1) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on June 5, 2015.
(2) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on March 18, 2015.
(3) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-177262) previously filed pursuant to the Securities Act of 1933 and hereby incorporated by reference.
(4) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-194831) previously filed pursuant to the Securities Act of 1933 and hereby incorporated by reference.
(5) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on December 18, 2013 and hereby incorporated by reference.
(6) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Registration Statement on Form S-11 (Registration No. 333-198245) previously filed pursuant to the Securities Act of 1933 and hereby incorporated by reference.
(7) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on March 19, 2015 and hereby incorporated by reference.
(8) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on April 15, 2015 and hereby incorporated by reference.
(9) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on October 30, 2014 and hereby incorporated by reference.
(10) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on April 29, 2014.
(11) Filed as an exhibit to the Wheeler Real Estate Investment Trust, Inc.'s Form 10-K, filed on March 25, 2015 and hereby incorporated by reference.
(12) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on June 8, 2015.
(13) Filed as an exhibit to Wheeler Real Estate Investment Trust, Inc.'s Form 8-K, filed on June 2, 2015.
(*) Filed herewith.

EXHIBIT 1.1

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

DEALER MANAGER AGREEMENT

June 15, 2015

Compass Point Research & Trading, LLC
3000 K Street NW, Suite 340
Washington, DC 20007

Maxim Group LLC
405 Lexington Ave.
New York, NY 10174

Ladies and Gentlemen:

Wheeler Real Estate Investment Trust, Inc., a Maryland corporation (the "Company"), plans to make an offer to exchange (the "Exchange Offer") the Company's common stock, $0.01 par value per share (the "Common Stock"), for all outstanding shares of the Company's Series A Convertible Preferred Stock, without par value per share, and Series B Convertible Preferred Stock, without par value per share (collectively, the "Preferred Stock"), upon the terms and subject to the conditions set forth in the Exchange Offer Materials (as defined below). Certain terms used in this Dealer Manager Agreement (this "Agreement") are defined in Section 16 hereof.

Any reference herein to the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 11 of Form S-4 that were filed under the Exchange Act on or before the filing of the Pre-Effective Registration Statement, the effective date of the Registration Statement (the "Effective Date") or the issue date of the Preliminary Prospectus or the Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the initial filing of the Pre-Effective Registration Statement, the Effective Date or the issue date of the Preliminary Prospectus or the Prospectus, as the case may be, deemed to be incorporated by reference therein. For purposes of this Agreement, all references to the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus and the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Securities and Exchange Commission (the "Commission") pursuant to its Electronic Data Gathering, Analysis and Retrieval System.

1. Appointment to Act as Dealer Managers.

(a) The Company agrees that Compass Point Research & Trading, LLC and Maxim Group LLC will act as the dealer managers for the Exchange Offer (in such capacity, the "Dealer Managers"), and the Dealer Managers may, with the consent of the Company (not to be unreasonably withheld), perform the services contemplated hereby in conjunction with their affiliates, and that any affiliates of the Dealer Managers performing services hereunder shall be entitled to the benefits and be subject to the terms of this Agreement. As the Dealer Managers, you agree, in accordance with your customary practices, to perform in connection with the Exchange Offer those services as are customarily performed by investment banking firms acting as dealer managers of exchange offers of a like nature, including without limitation, soliciting tenders of the Preferred Stock pursuant to the Exchange Offer, communicating with brokers, dealers, commercial banks and trust companies with respect to the Exchange Offer and assisting in the distribution of the Exchange Offer Materials.

(b) The Dealer Managers agree that all actions taken by the Dealer Managers in connection with the Exchange Offer have complied and will comply in all material respects with all applicable laws, regulations and rules including, without limitation, the applicable rules and regulations of the registered national securities exchanges of which the Dealer Managers are a member and of FINRA.

(c) The Dealer Managers, in their sole discretion, may continue to own or dispose of, in any manner it may elect, the Preferred Stock or any other securities of the Company they may beneficially own at the date hereof or hereafter acquire, in any such case, subject to applicable law. The Dealer Managers have no obligation to the Company, pursuant to this Agreement or otherwise, to tender or refrain from tendering the Preferred Stock beneficially owned by them in the Exchange Offer. The Dealer Managers acknowledge and agree that if the Exchange Offer is not consummated for any reason, the Company shall not have any obligation, pursuant to this Agreement or otherwise, to acquire any other securities of the Company from the Dealer Managers or otherwise to hold the Dealer Managers harmless with respect to any losses they may incur in connection with the purchase from or resale to any third parties of any securities of the Company beneficially owned by the Dealer Managers.

(d) Other than the references to the Dealer Managers in the Exchange Offer Materials or as otherwise required to comply with applicable law, the Company agrees that it will not file, use or publish any material in connection with the Exchange Offer, use the names Compass Point Research & Trading, LLC or Maxim Group LLC or refer to either of the Dealer Managers or their respective relationship with the Company in any such material, unless the Company has furnished a copy of such material to each of the Dealer Managers for review prior to filing, use or publication and will not file, use or publish such material to which either of the Dealer Managers reasonably objects. There shall be no fee for any such permitted use or reference other than as set forth herein.

2. Compensation.

The Company shall pay or cause to be paid to the Dealer Managers, in respect of their services as Dealer Managers, the fee set forth in the attached Schedule I (the "Fee"); *provided, however*, the Company shall be under no obligation pursuant to this Agreement to consummate the Exchange Offer or to pay such Fee to the Dealer Managers unless the Company consummates the Exchange Offer.

3. Representations and Warranties. The Company and Wheeler REIT, L.P., a Virginia limited partnership of which the Company is the sole general partner (the "OP"), jointly and severally, represent and warrant to the Dealer Managers that:

(a) The Company has prepared and filed with the Commission the Schedule TO and a registration statement on Form S-4, including a related Preliminary Prospectus, for registration under the Securities Act of the offering of the Common Stock in connection with the Exchange Offer. Following the effectiveness of the Registration Statement, the Company will file with the Commission a final prospectus in accordance with Rule 424(b) if required by Commission rules. As filed, such Preliminary Prospectus, Schedule TO and final Prospectus shall contain all information required by the Securities Act and the Exchange Act.

(b)(i) The Pre-Effective Registration Statement and any amendment thereto, as of the Commencement Date, the Registration Statement, as of the Effective Date, the Expiration Date and the Exchange Date, and the Preliminary Prospectus and any amendments and supplements thereto, as of its date, the Commencement Date and the Exchange Date, comply and will comply, in all material respects with the Securities Act and the rules and regulations of the Commission thereunder and Rule 13e-4 under the Exchange Act; (ii) the Prospectus (together with any supplement and amendment thereto), as of the date it is first filed with the Commission in accordance with Rule 424(b) under the Securities Act (if it is so filed) and the Exchange Date, will comply in all material respects with the Securities Act and the rules and regulations of the Commission thereunder and Rule 13e-4 under the Exchange Act; (iii) the Pre-Effective Registration Statement and any amendment thereto, as of the Commencement Date, and the Registration Statement, as of the Effective Date, the Expiration Date and the

Exchange Date, did not contain, and will not contain, any untrue statement of a material fact and did not omit, and will not omit, to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iv) the Preliminary Prospectus, as of its date, did not contain any untrue statement of a material fact and did not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) the Prospectus (together with any supplement or amendment thereto), as of the date it is first filed with the Commission in accordance with Rule 424(b) under the Securities Act (if it is so filed), the Expiration Date and the Exchange Date, will not contain any untrue statement of a material fact and will not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however,* that the Company and the OP make no representations or warranties as to the information contained in or omitted from the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus or the Prospectus (or any supplement or amendment thereto) in reliance upon and in conformity with information furnished to the Company by or on behalf of the Dealer Managers expressly for inclusion therein (the "Dealer Managers Information"), it being understood that the Dealer Managers Information in the Preliminary Prospectus shall include only the name and the contact information of the Dealer Managers in the introductory section and the back cover of the Preliminary Prospectus.

(c) None of the Rule 165 Material, when taken together with the Prospectus as then amended or supplemented, contained or will contain any untrue statement of a material fact or omitted or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, this representation and warranty does not apply to statements in or omissions from any Rule 165 Material based upon and in conformity with the Dealer Managers Information.

(d) The documents incorporated by reference in the Registration Statement, Prospectus and the Schedule TO, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Dealer Managers Information.

(e) The Company has not paid or agreed to pay to any person any compensation for (i) soliciting another person to purchase any of the Preferred Stock pursuant to the Exchange Offer or (ii) soliciting tenders by holders of Preferred Stock pursuant to the Exchange Offer (except as contemplated in this Agreement and the Exchange Offer Materials).

(f) The Company has filed with the Commission pursuant to Rule 13e-4(c)(1) under the Exchange Act (or Rule 425 under the Securities Act) or otherwise all written communications made by the Company or any affiliate of the Company in connection with or relating to the Exchange Offer that are required to be filed with the Commission, in each case on the date of their first use.

(g) The Company has not taken, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the Exchange Offer; *provided* that no representation is made as to any action taken or to be taken by the Dealer Managers.

(h) The Company has not relied upon the Dealer Managers or legal counsel for the Dealer Managers for any legal, tax or accounting advice in connection with the Exchange Offer.

(i) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Maryland and has the requisite corporate power and authority to own, lease, and operate its properties and other assets and to conduct its business as described in the Preliminary Prospectus and the Prospectus and to enter into and perform its obligations under this Agreement (including the issuance, exchange and delivery of the Common Stock); and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property and other assets or the conduct of its business, except for such jurisdictions where the failure to so qualify individually or in the aggregate would not have a material adverse effect on the assets, properties, condition, financial or otherwise, or in the results of operations, business affairs or business prospects (as described in the Prospectus) of the Company and the OP and the Subsidiaries (as defined below) considered as a whole (a "Material Adverse Effect").

(j) The OP is validly existing as a limited partnership in good standing under the laws of the Commonwealth of Virginia, is duly qualified to do business and is in good standing as a foreign limited partnership in each jurisdiction in which its ownership of property and other assets or the conduct of its business requires such qualification, except where the failure to so qualify will not have a Material Adverse Effect, and has all power and authority necessary to own or hold its properties and other assets, to conduct the business in which it is engaged and to enter into and perform its obligations under this Agreement. The Company is the sole general partner of the OP.

(k) Each subsidiary of the Company (each, a "Subsidiary," and, collectively, the "Subsidiaries"), including, without limitation, the OP, has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its incorporation or organization, has corporate or similar power and authority to own, lease and operate its properties and other assets and to conduct its business as described in the Preliminary Prospectus and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property and other assets or the conduct of business, except where the failure to so qualify would not have a Material Adverse Effect. Except as otherwise disclosed in the Preliminary Prospectus and the Prospectus, all of the issued and outstanding capital stock or equity interests of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any material security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock or equity interests of any Subsidiary were issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary.

(l) The Company had, as of the dates indicated in each of the Preliminary Prospectus, the Supplement and the Prospectus, respectively, and will have, as of the Exchange Date, the duly authorized capitalization set forth in each of the Preliminary Prospectus and the Prospectus, respectively, under the caption "Unaudited Pro Forma Financial Information" after giving effect to the adjustments set forth thereunder; all of the issued and outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable, and have not been issued in violation of or subject to any preemptive right or other similar right of stockholders arising by operation of law, under the Charter Documents (as defined herein) of the Company, under any agreement to which the Company is a party or otherwise; except as disclosed in or contemplated by the Preliminary Prospectus and the Prospectus, there are no outstanding (i) securities or obligations of the Company or the OP convertible into or exchangeable for any capital stock of the Company or OP Units (as defined below), respectively, (ii) warrants, rights or options to subscribe for or purchase from the Company or the OP any such capital stock or OP Units, respectively, or any such convertible or exchangeable securities or obligations or (iii) obligations of the Company or the OP to issue or sell any such capital stock or OP Units, respectively, any such convertible or exchangeable securities or obligations, or any such warrants, rights or options.

(m) Except as disclosed in the Preliminary Prospectus and the Prospectus, no OP Units are reserved for any purpose. The terms of the OP Units conform in all material respects to statements and descriptions related thereto contained in the Preliminary Prospectus and the Prospectus.

(n) All necessary corporate or partnership action has been duly and validly taken by each of the Company and the OP to authorize the execution, delivery and performance of this Agreement and the issuance and exchange of the Common Stock for the Preferred Stock by the Company.

(o) The agreement of limited partnership of the OP, as amended through the date hereof (the "Operating Partnership Agreement"), is and will be as of the Exchange Date, duly and validly authorized, executed and delivered by the Company and is and will be a valid and binding agreement of the Company enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity, and except to the extent that the indemnification and contribution provisions thereof may be limited by federal or state securities laws and public policy considerations in respect thereof.

(p) The shares of Common Stock offered by the Preliminary Prospectus and the Prospectus have been duly authorized and, when issued and duly delivered against payment therefor as contemplated by this Agreement, will be validly issued, fully paid and non-assessable, free and clear of any pledge, lien, encumbrance, security interest or other claim, and the issuance and exchange of the Common Stock by the Company is not subject to preemptive or other similar rights arising by operation of law, under the organizational documents of the Company, the OP or any Subsidiary or under any agreement to which the Company or any Subsidiary is a party or otherwise.

(q) The issued and outstanding units of limited partnership of the OP ("OP Units") have been duly authorized and validly issued and are fully paid.

(r) The Company owns OP Units representing an ownership interest in the OP in the percentage set forth in the Preliminary Prospectus and the Prospectus, and, except as disclosed in the Preliminary Prospectus and the Prospectus, the Company's ownership interest in the OP is free and clear of any pledge, lien, encumbrance, security interest or other claim except for any pledge, lien, encumbrance, security interest or other claim that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(s)Each of the Company and the OP and each of the Subsidiaries owns or possesses legally enforceable rights to use all patents, patent rights, inventions, trademarks, trademark applications, trade names, service marks, copyrights, copyright applications, licenses, know-how and other similar rights and proprietary knowledge (collectively, "Intangibles") necessary for the conduct of its business. Neither of the Company and the OP nor any Subsidiary has received any notice of, or is aware of, any infringement of or conflict with asserted rights of others with respect to any Intangibles.

(t) Each of the Company and the OP owns or has a valid right (contractual or otherwise) to access and use all computer systems, networks, hardware, software, databases, websites and equipment used to process, store, maintain and operate data, information and functions used in connection with its respective business described in the Prospectus (the "IT Systems"); and the IT Systems are adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the OP as currently conducted, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(u) None of the Company or the OP, or, to the knowledge of the Company, any officer, director, agent or employee purporting to act on behalf of the Company or the OP, has at any time, directly or indirectly, (i) made any contributions to any candidate for political office, or failed to disclose fully any such contributions, in violation of law, (ii) made any payment to any state, federal or foreign governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable

law (including the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), (iii) engaged in any transactions, maintained any bank account or used any corporate funds except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company, (iv) violated any provision of the FCPA, or (v) made any other unlawful payment.

(v) Except as disclosed in the Preliminary Prospectus and the Prospectus, there are no outstanding loans or advances or guarantees of indebtedness by the Company or the OP to or for the benefit of any of the officers, directors, affiliates or representatives of the Company or the OP or any of the members of the families of any of them.

(w) Except with respect to the Dealer Managers, there are no claims, payments, issuances, arrangements or understandings for services in the nature of a finder's, consulting or origination fee with respect to the introduction of the Company to the Dealer Managers or the exchange of the Common Stock hereunder or any other arrangements, agreements, understandings, payments or issuances with respect to the Company that may affect the Dealer Managers' compensation, as determined by FINRA.

(x) Except as disclosed in the Preliminary Prospectus and the Prospectus, neither of the Company and the OP has made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, investing fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who provided capital to the Company, (ii) any FINRA member, or (iii) any person or entity that, to the Company's knowledge, has any direct or indirect affiliation or association with any FINRA member within the 12-month period prior to the date of this Agreement.

(y) To the knowledge of the Company and the OP, other than as disclosed in the Prospectus, no: (i) officer or director of the Company and the OP or their Subsidiaries, (ii) owner of 5% or more of the Company's unregistered securities or that of its Subsidiaries or (iii) owner of any amount of the Company's unregistered securities acquired within the 180-day period prior to the date hereof, has any direct or indirect affiliation or association with any FINRA member. The Company and the OP will advise the Dealer Managers and their counsel if either becomes aware that any officer, director or stockholder of the Company or its Subsidiaries is or becomes an affiliate or associated person of a FINRA member participating in the Exchange Offer.

(z) Other than the Dealer Managers, no person has the right to act as a financial advisor to the Company in connection with the transactions contemplated hereby.

(aa) Neither of the Company and the OP nor any Subsidiary (i) is in violation of its certificate or articles of incorporation, bylaws, certificate of limited partnership, agreement of limited partnership, certificate of formation, operating agreement or other organizational documents ("Charter Documents"), (ii) is in default under, and no event has occurred which, with notice or lapse of time, or both, would constitute a default under, or result in the creation or imposition of any lien, charge, mortgage, pledge, security interest, claim, limitation on voting rights, equity, trust or other encumbrance, preferential arrangement, defect or restriction of any kind whatsoever, upon, any property or assets of the Company and the OP or any Subsidiaries pursuant to, any bond, debenture, note, indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject or (iii) is in violation of any statute, law, rule, regulation, ordinance, directive, judgment, decree or order of any judicial, regulatory or other legal or governmental agency or body, foreign or domestic, except in the case of clauses (ii) and (iii) above for violations or defaults that could not (individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

(bb) Neither the execution, delivery and performance of each of this Agreement by the Company and the OP nor the consummation of any of the transactions contemplated hereby (including, without limitation, the issuance and exchange by the Company of the Common Stock) will give rise to a right to terminate or accelerate the due date of any payment due under, or conflict with or result in the breach of any term or provision of, or constitute a

default (or an event which with notice or lapse of time, or both, would constitute a default) under, or require any consent or waiver under, or result in the execution or imposition of any lien, charge or encumbrance upon any properties or assets of the Company and the OP or any of their Subsidiaries pursuant to the terms of: (i) any indenture, mortgage, deed of trust or other agreement or instrument to which either of the Company and the OP or any of their Subsidiaries is a party or by which either of the Company and the OP or any of their Subsidiaries or any of their properties or businesses is bound, or any franchise, license, permit, judgment, decree, order, statute, rule or regulation applicable to either of the Company and the OP or any of their Subsidiaries, or (ii) violate any provision of the Charter Documents of either of the Company and the OP or any of the Subsidiaries, except (A) in the case of clause (i) above, for violations or defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and (B) for such consents or waivers which have already been obtained and are in full force and effect.

(cc) This Agreement has been duly authorized, executed and delivered by each of the Company and the OP and is a legal, valid and binding agreement of each of the Company and the OP enforceable against each of them in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity, and except to the extent that the indemnification and contribution provisions of Section 7 hereof may be limited by federal or state securities laws and public policy considerations in respect thereof.

(dd) Except as otherwise set forth in the Preliminary Prospectus and the Prospectus, no holder of any security of the Company has any right, which has not been waived or satisfied prior to the date hereof, to have any security owned by such holder included in the Registration Statement or to demand registration of any security owned by such holder for a period of 180 days after the date of this Agreement.

(ee) There are no legal or governmental proceedings pending to which either of the Company and the OP or any of their Subsidiaries is a party or of which any property of the Company and the OP or any of their Subsidiaries is the subject which, if determined adversely to it could individually or in the aggregate have a Material Adverse Effect or would reasonably be expected to inhibit the Company's ability to effect the Exchange Offer; and, to the knowledge of the Company and the OP, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(ff) The Common Stock, the Preferred Stock, this Agreement and the transactions contemplated by this Agreement conform in all material respects to the descriptions thereof contained in the Preliminary Prospectus and the Prospectus.

(gg) Assuming the accuracy of the Dealer Managers' representations and warranties and compliance by the Dealer Managers with the covenants set forth in Section 4 of this Agreement, no approval, authorization, consent or order of or filing with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency is required in connection with the execution, delivery and performance of this Agreement by each of the Company and the OP, or the consummation by the Company and the OP, as applicable, of the transactions contemplated by this Agreement, or the issuance, exchange and delivery of the Common Stock as contemplated herein, other than (i) such as have been obtained or made, or will have been obtained or made at the Exchange Date (including, without limitation, any Listing of Additional Shares notification made to the NASDAQ Capital Market), or (ii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Common Stock is being offered to the holders of the Preferred Stock in connection with the Exchange Offer (up to $7,500 for all such amounts pursuant to this clause (iii)), or (C) any such approvals, authorizations, consents, orders, or filings that if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and which would not reasonably be expected to have a material adverse effect on the Company's and the OP's ability to perform their agreed upon obligations under this Agreement.

(hh) Each of the Company, the OP and the Subsidiaries has all requisite corporate power and authority, and all necessary authorizations, approvals, consents, orders, licenses, certificates and permits of and from all governmental or regulatory bodies or any other person or entity (collectively, the "Permits"), to own, lease and

license its assets and properties and conduct its business, all of which are valid and in full force and effect, except where the lack of such Permits, individually or in the aggregate, would not have a Material Adverse Effect. Each of the Company, the OP and the Subsidiaries have fulfilled and performed in all material respects all of their respective obligations with respect to such Permits and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other material impairment of the rights of such entity thereunder. Except as may be required under the Securities Act, state Blue Sky laws and the rules of FINRA, no other Permits are required to enter into, deliver and perform the obligations of the Company and the OP under this Agreement and for the Company to issue and exchange the Common Stock.

(ii) The copies of all agreements, instruments and other documents (including governmental licenses, authorizations, permits, consents and approvals and all amendments or waivers relating to any of the foregoing) that have been previously made available to the Dealer Managers or their counsel are complete and genuine and include all material collateral and supplemental agreements thereto, if any.

(jj) Subsequent to the respective dates as of which information is given in the Prospectus: (i) there has not been, and there will not be, any event which would reasonably be expected to result in, a Material Adverse Effect; and (ii) neither of the Company and the OP nor any of their Subsidiaries has sustained any loss or interference with its assets, businesses or properties (whether owned or leased) from fire, explosion, earthquake, flood or other calamity, whether or not covered by insurance, or from any labor dispute or any court or legislative or other governmental action, order or decree which would reasonably be expected to materially affect the use or value of any of the Properties, as hereinafter defined. Except as disclosed in the Prospectus, since the date of the latest balance sheet included in the Prospectus, neither of the Company and the OP nor any of their Subsidiaries has (A) issued any securities or effected any change in the capital stock or equity securities as applicable or indebtedness of the Company or the OP, (B) entered into any transaction not in the ordinary course of business or (C) declared or paid any dividend or made any distribution on any shares of its stock or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or otherwise acquire any shares of its capital stock.

(kk) Except as set forth in the Preliminary Prospectus and the Prospectus, the Company has timely filed all reports, schedules, forms, statements, documents, contracts and agreements required to be filed by it with the Commission pursuant to the reporting requirements of the Exchange Act (the "SEC Documents"). Each description of a contract, document or other agreement in the Prospectus accurately reflects in all material respects the terms of the underlying contract, document or other agreement. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the Commission, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, the SEC Documents, when taken in their entirety with the Prospectus, shall not contain any untrue statements of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the date upon which they were made and the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in the SEC Documents ("Company Financial Statements") complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto as in effect at the time of the filing. The Company Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP"), consistently applied. Each contract, document or other agreement described in the Prospectus or filed with the Commission, including, without limitation, this Agreement, is, or upon consummation of transactions contemplated hereby will be, in full force and effect and is valid and enforceable in all material respects by and against the Company and the OP or any of the Subsidiaries, as the case may be, in accordance with its terms, except (i) such contracts or other agreements that have terminated or expired in accordance with their terms as disclosed in the Prospectus, and (ii) as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws relating to or affecting creditors' rights and remedies generally, and subject, as to enforceability, to general

principles of equity and, with respect to equitable relief, the discretion of the court before which any proceeding therefor may be brought (regardless of whether enforcement is sought in a proceeding at law or in equity), and with respect to indemnification thereunder, except as rights may be limited by applicable law or policies underlying such law.

(ll) The Company is not and, upon the exchange of the Common Stock as contemplated herein will not be, an "investment company", or, to the knowledge of the Company, an entity controlled by an "investment company" (as such term is defined in the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the "Investment Company Act").

(mm) Neither the Company nor the OP nor any of the Subsidiaries (i) is required to register as a "broker" or "dealer" in accordance with the provisions of the Exchange Act or the rules and regulations thereunder, or (ii) directly, or indirectly through one or more intermediaries, controls or has any other association with (within the meaning of Article 1 of the bylaws of FINRA) any member firm of FINRA.

(nn) The form of certificate used to evidence the Common Stock, if any, complies in all material respects with all applicable statutory requirements, with any applicable requirements of the organizational documents of the Company and the requirements of the Nasdaq Capital Market.

(oo) The books, records and accounts of the Company and the OP and the Subsidiaries accurately and fairly reflect, in all material respects, the transactions in, and dispositions of, the assets of, and the results of operations of the Company and the OP and their Subsidiaries. The Company and the OP and their Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(pp) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act), that (1) are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared, (2) have been evaluated for effectiveness as of the end of the Company's last fiscal year, and (3) are effective in all material respects to perform the functions for which they are established; and based on the evaluation of the Company's disclosure controls and procedures described above, the Company is not aware of (1) any material weakness in the design or operation of internal control over financial reporting which is reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information, or (2) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting. Since the most recent evaluation of the Company's disclosure controls and procedures described above, there have been no significant changes in internal control over financial reporting or in other factors that would significantly affect internal control over financial reporting.

(qq) The consolidated financial statements and schedules of each Property, as hereinafter defined, including the notes thereto, included in the Preliminary Prospectus and the Prospectus present fairly in all material respects the consolidated financial position of the entity to which they relate as of the dates indicated and the consolidated results of operations and changes in financial position for the periods specified, and (ii) the financial statements of each Property have been prepared in conformity with GAAP and on a consistent basis during the periods involved and in accordance with Regulation S-X promulgated by the Commission; and except as disclosed in the Preliminary Prospectus and the Prospectus, there are no material weaknesses or significant deficiencies in the

Company's internal controls over financial reporting and there has been no material change in the Company's internal controls over financial reporting since the respective dates of the information given in the Prospectus.

(rr) The Company and the OP and the Subsidiaries carry, or are entitled to the benefits of, insurance with financially sound and reputable insurers of recognized financial responsibilities, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect. Neither of the Company and the OP has any reason to believe that it or any of the Subsidiaries will not be able to (A) renew, if desired, its existing insurance coverage as and when such policies expire or (B) obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and not at a cost that is materially more significant. Neither of the Company and the OP nor any of the Subsidiaries has been denied any insurance coverage that it has sought or for which it has applied. The Company and the OP, directly or indirectly, have obtained title insurance on the fee or leasehold interests, as the case may be, in each of the Properties, in an amount equal to no less than eighty percent (80%) of the purchase price of each such Property.

(ss) The financial statements of the Company (including all notes and schedules thereto) included in the Prospectus present fairly the financial position of it, the OP and the Subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of, or such other permitted financial statements for the periods specified and related schedules and notes thereto and the unaudited financial information filed with the Commission have been prepared in conformity with GAAP, consistently applied throughout the periods involved. The pro forma financial statements and the related notes thereto included in the Prospectus present fairly the information shown therein, have been prepared in all material respects in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and subject to such rules and guidelines, the Company believes the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. All disclosures contained in the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act, and Item 10 of Regulation S-K of the Securities Act, to the extent applicable.

(tt) Except as described in the Prospectus and as preapproved in accordance with the requirements set forth in Section 10A of the Exchange Act, Cherry Bekaert LLP has not been engaged by the Company to perform any "prohibited activities" (as defined in Section 10A of the Exchange Act).

(uu) Cherry Bekaert LLP, who certified certain financial statements of the Company incorporated by reference into the Prospectus and whose report with respect thereto is included in the Prospectus, are independent registered public accountants with respect to the Company within the meaning of the Securities Act and the Public Company Accounting Oversight Board (United States) (the "PCAOB") as required by the Securities Act.

(vv) Neither the Company nor the OP, nor, to the Company's knowledge, any officer, director, employee or agent of the Company or the OP has made any payment of funds of the Company or the OP or received or retained any funds in violation of any law, rule or regulation, including, without limitation, the "know your customer" and anti-money laundering laws of any jurisdiction (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or the OP with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ww) Except as disclosed in the Preliminary Prospectus and the Prospectus, there are no material outstanding loans, advances or guarantees of indebtedness by the Company or any of the Subsidiaries to or for the benefit of any of the officers or directors of the Company or any officers and or directors of the Subsidiaries or any of the members of the immediate families of any such officers or directors.

(xx) Neither the Company nor the OP, nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or the OP, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering of the Common Stock hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(yy) Except where such failure to file or pay an assessment or lien would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or where such matters are the result of a pending bona fide dispute with taxing authorities, (i) the Company and the OP and the Subsidiaries have duly prepared and timely filed any and all federal, state, foreign and other tax returns that are required to be filed by them, if any (and all such returns are true, correct and complete), and have paid or made provision for the payment of all taxes, assessments, governmental or other similar charges, including without limitation, all sales and use taxes and all taxes which any of them is obligated to withhold from amounts owing to employees, creditors and third parties, with respect to the periods covered by such tax returns (whether or not such amounts are shown as due on any tax return); (ii) no deficiency assessment with respect to a proposed adjustment of the Company's, the OP's or any Subsidiary's federal, state, local or foreign taxes is pending or, to the Company's knowledge, threatened; (iii) since the date of the most recent audited financial statements, neither the Company, nor the OP, nor the Subsidiaries has incurred any liability for taxes other than in the ordinary course of its business; and (iv) there is no tax lien, whether imposed by any federal, state, foreign or other taxing authority, outstanding against the assets, properties or business of the Company, the OP or any Subsidiaries.

(zz) Except as described in the Prospectus or as would not in the aggregate reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) neither the Company nor the OP is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (ii) each of the Company and the OP has all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (iii) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations or proceedings relating to any Environmental Laws against the Company or the OP, and (iv) to the knowledge of the Company, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or the OP relating to Hazardous Materials or any Environmental Laws.

(aaa) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is maintained, administered or contributed to or by the Company or any of its subsidiaries or the OP for employees or former employees of the Company or any of its subsidiaries or the OP is in compliance in all material respects with its terms and the requirements of any applicable statutes, orders, rules and regulations, including, but not limited to, ERISA and the Internal Revenue Code of 1986, as amended (the "Code"); and no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, exists or has occurred with respect to any such plan excluding transactions effected pursuant to a statutory or administrative exemption, and transactions which, individually or in the aggregate, would not have a Material Adverse Effect, and no such plan is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA.

(bbb) The Company and the Subsidiaries and, to the knowledge of the Company, the officers and directors of the Company and the Subsidiaries, in their capacities as such, are, and at the Exchange Date will be, in compliance in all material respects with the provisions of the Sarbanes Oxley Act of 2002 and the rules and regulations promulgated thereunder.

(ccc) Neither of the Company and the OP nor any of the Subsidiaries is involved in any labor dispute or, to the knowledge of the Company and the OP, is any such dispute threatened, which dispute would reasonably be expected to result in a Material Adverse Effect. Neither of the Company and the OP is aware of any existing or imminent labor disturbance by its employees of any of its Subsidiaries, principal suppliers or contractors which would reasonably be expected to result in a Material Adverse Effect. Neither of the Company and the OP is aware of any threatened or pending litigation between either of the Company and the OP or any of the Subsidiaries and any of its executive officers which, if adversely determined, could have a Material Adverse Effect and has no reason to believe that such officers will not remain in the employment of the Company and the OP or their Subsidiaries, as the case may be.

(ddd) The statistical and market related data included in the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate. The Company had a reasonable basis for, and made in good faith, each "forward-looking statement" (within the meaning of Section 27A of the Securities Act or Section 21E of the Exchange Act) contained or incorporated by reference in the Prospectus.

(eee) No transaction has occurred between or among either of the Company and the OP, the Subsidiaries and any of their officers or directors, or five percent stockholders or any affiliate or affiliates of any such officer or director or five percent stockholders that is required to be described in and is not described in the Prospectus.

(fff) Except as described in the Preliminary Prospectus and the Prospectus, the Company has not sold or issued any shares of Common Stock during the six-month period preceding the date of the Prospectus other than shares issued pursuant to employee benefit plans, qualified stock options plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

(ggg) No relationship, direct or indirect, exists between or among the Company or the OP, on the one hand, and the directors, officers or stockholders, of the Company or the OP, on the other hand, which would be required by the Securities Act to be described in a registration statement filed by the Company under the Securities Act, which is not so described in the Prospectus.

(hhh) The statements in the Prospectus insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings in all material respects.

(iii) Commencing with its taxable year ended December 31, 2012, the Company has qualified as a real estate investment trust (a "REIT") under the Code, and the Company's organization and current and proposed manner of operation as described in the Prospectus will enable the Company to qualify for taxation as a REIT under the Code for its taxable year ending December 31, 2015 and thereafter; no actions have been taken (or not taken which are required to be taken) by the Company that could be expected to cause the Company to fail to qualify as a REIT; all statements regarding the Company's qualification and taxation as a REIT and descriptions of the Company's organization and proposed method of operation set forth in the Prospectus are accurate and fair summaries of the legal or tax matters described therein in all material respects; and since its inception, the OP has been and will be treated as a partnership and not as an association taxable as a corporation for U.S. federal income purposes.

(jjj) Other than as will be paid in full by the Company upon the issuance and exchange of the Shares, there are no transfer taxes or other similar fees or charges under federal law required to be paid in connection with the execution and delivery of this Agreement or the issuance by the Company or the commencement of the Exchange Offer.

(kkk) Any certificate signed by any officer of the Company or the OP delivered to the Dealer Managers or to counsel for the Dealer Managers pursuant to or in connection with this Agreement shall be deemed a representation and warranty by the Company or the OP to the Dealer Managers as to the matters covered thereby.

(lll) Except as described in the Preliminary Prospectus and the Prospectus, the OP and the Subsidiaries are not currently prohibited, directly or indirectly, from paying any distributions to the Company or the OP to the extent permitted by applicable law, from making any other distribution on the OP's partnership interest, or from repaying the Company or the OP for any loans or advances made by the Company to the OP or the OP to the Subsidiaries, respectively.

(mmm) (i) The OP or a Subsidiary thereof has good and marketable title (fee or, in the case of ground leases and as disclosed (as defined herein) in the Prospectus, leasehold) to each Property (as defined herein), free and clear of all mortgages, pledges, liens, claims, security interests, restrictions or encumbrances of any kind, except such as (1) are described in the Prospectus or (2) do not, singly or in the aggregate, materially affect the value of such Property and do not materially interfere with the use made and proposed to be made of such property by the Company and the OP or any of their Subsidiaries; (ii) neither the Company and the OP nor any of the Subsidiaries owns any real property other than the properties described in the Prospectus; (iii) each of the ground leases and subleases of real property, if any, material to the business of the Company and the OP and the Subsidiaries, and under which the Company and the OP or any of their Subsidiaries holds properties described in the Prospectus, is in full force and effect, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property by either of the Company and the OP or any of their Subsidiaries, and neither of the Company and the OP nor any of their Subsidiaries has any notice of any material claim of any sort that has been asserted by any ground lessor or sublessor under a ground lease or sublease threatening the rights of the Company and the OP or any of their Subsidiaries to the continued possession of the leased or subleased premises under any such ground lease or sublease; (iv) all liens, charges, encumbrances, claims or restrictions on any property owned by one of the Subsidiaries (each, a "Property," and together, the "Properties") the assets of the Company or the OP or any of their Subsidiaries that are required to be disclosed in the Preliminary Prospectus or the Prospectus are disclosed therein; (v) no tenant under any of the leases at the Properties has a right of first refusal to purchase the premises demised under such lease; (vi) each of the Properties complies with all applicable codes, laws and regulations (including, without limitation, building and zoning codes, laws and regulations and laws relating to access to the Properties), except if and to the extent disclosed in the Prospectus, and except for such failures to comply that would not, singly or in the aggregate, reasonably be expected to materially affect the use or value of any of the Properties; (vii) except if and to the extent disclosed in the Preliminary Prospectus and the Prospectus, neither the Company nor the OP has knowledge of any pending or threatened condemnation proceedings, zoning change or other proceeding or action that will materially affect the use or value of any of the Properties; and (viii) the mortgages and deeds of trust that encumber the Properties are not convertible into equity securities of the entity owning such Property and said mortgages and deeds of trust are not cross-defaulted or cross-collateralized with any property other than other Properties.

(nnn) All of the leases and subleases material to the business of the Company and the OP and the Subsidiaries, taken as a whole, and under which the Company, the OP or any Subsidiaries hold Properties described in the Prospectus, are in full force and effect, with such exceptions as are not material, and neither the Company, the OP nor any Subsidiary has received any notice and each is otherwise unaware of any material claim of any sort that has been asserted by anyone adverse to the rights of any of the Company and the OP and the Subsidiaries under any of such leases or subleases, or affecting or questioning the rights of any of the Company and the OP and the Subsidiaries to the continued possession of the leases or subleased premises under any such lease or sublease. Except where the failure to comply would not individually or in the aggregate reasonably be expected to materially affect the value of the Properties or interfere in any material respect with the use made and proposed to be made of the Properties by the Company, the OP and the Subsidiaries no tenant under any of the leases at the Properties has a right of first refusal to purchase the premises demised under such lease (except as otherwise described in the Prospectus).

(ooo) To the knowledge of the Company and the OP, water, stormwater, sanitary sewer, electricity and telephone service are all available at the property lines of each Property over duly dedicated streets or perpetual easements of record benefiting the applicable Property.

(ppp) To the knowledge of the Company and the OP, the exchange of the Common Stock will not violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. Without limiting the foregoing, the Company is not (a) a person whose property or interests in property are blocked pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) or (b) a person who engages in any dealings or transactions, or be otherwise associated, with any such person. To the best knowledge of the Company, the Company is in compliance, in all material respects, with the USA PATRIOT Act of 2001 (signed into law October 26, 2001), as modified and further implemented by the USA FREEDOM Act.

4. Agreements of the Dealer Managers. The Dealer Managers will not (i) cause to be disseminated to customers, dealers or the public any written material for or in connection with the Exchange Offer other than the Exchange Offer Materials, or (ii) make any public oral communications relating to the Exchange Offer that have not been previously approved by the Company except as contemplated in the penultimate sentence of Section 6 of this Agreement. The Dealer Managers represent and warrant that the Dealer Managers' acceptance of this Agreement has been duly authorized, executed and delivered by the Dealer Managers.

5. Agreements of the Company and the OP. The Company and the OP, jointly and severally, covenant and agree with the Dealer Managers as follows:

(a) Prior to the termination of the Exchange Offer, the Company will not file any amendment to the Pre-Effective Registration Statement or the Registration Statement or supplement to the Preliminary Prospectus or the Prospectus (other than an amendment or supplement as a result of filings by the Company under the Exchange Act of documents incorporated by reference therein) unless the Company furnished the Dealer Managers a copy of such proposed amendment or supplement, as applicable, for its review prior to filing and will not file any such proposed amendment or supplement to which the Dealer Managers reasonably object. Subject to the foregoing sentence, if the Registration Statement has become or becomes effective, or filing of the Preliminary Prospectus or the Prospectus is otherwise required under the Securities Act or the Exchange Act and the rules and regulations of the Commission thereunder, the Company will cause the Preliminary Prospectus or the Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) or in an amendment to the Registration Statement, whichever is applicable, within the time period prescribed and will provide evidence satisfactory to the Dealer Managers of such timely filing. The Company will promptly advise the Dealer Managers (i) when the Registration Statement, and any amendment thereto, shall have become effective, (ii) when the Preliminary Prospectus or the Prospectus, and any supplement thereto or any document incorporated therein, shall have been filed (if required) with the Commission, (iii) when, prior to termination of the Exchange Offer, any amendment to the Registration Statement shall have been filed or become effective, (iv) of any request by the Commission or its staff for any amendment of the Pre-Effective Registration Statement or the Registration Statement or supplement to the Preliminary Prospectus or the Prospectus or for any additional information, (v) the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus, or the initiation or threatening of any proceeding for any such purpose, and (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Common Stock for sale in any jurisdiction within the United States or the initiation or threatening of any proceeding for such purpose. In the event of the issuance of any such stop order or of any such order preventing or suspending the use of the Preliminary Prospectus or the Prospectus, the Company will use promptly its reasonable best efforts to obtain its withdrawal.

(b) The Company will furnish to the Dealer Managers and counsel for the Dealer Managers, without charge, as many copies of the Exchange Offer Materials and the Prospectus in final form as the Dealer Managers may reasonably request.

(c) The Company will comply with the Securities Act and the Exchange Act and the rules and regulations of the Commission thereunder so as to permit the completion of the distribution of the Common Stock in the Exchange Offer, as contemplated by this Agreement, the Registration Statement and the Prospectus. If, at any time when a prospectus relating to the Exchange Offer is required to be delivered under the Securities Act or the Exchange Act, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Prospectus to comply with the Securities Act and the rules and regulations of the Commission thereunder, in connection with use or delivery of the Exchange Offer Materials, the Company promptly will (i) notify the Dealer Managers of any such event, (ii) upon the request of Dealer Managers, prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance, (iii) use their reasonable best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus, and (iv) supply any supplemented Exchange Offer Material to the Dealer Managers in such quantities as it may reasonably request.

(d) The Company agrees to advise the Dealer Managers promptly of (i) any proposal by the Company to withdraw, rescind or modify the Exchange Offer Materials or to withdraw, rescind or terminate the Exchange Offer or the exercise by the Company of any right not to exchange the Preferred Stock pursuant to the Exchange Offer, (ii) its awareness of the issuance of a stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use by the Commission or any other regulatory authority, or the institution or threatening of any proceedings for that purpose (and will promptly furnish the Dealer Managers with a copy of any such order), and (iii) its awareness of the occurrence of any development that would reasonably be expected to result in a Material Adverse Effect relating to or affecting the Exchange Offer.

(e) To the extent it is permitted by law, the Company will inform the Dealer Managers of any material litigation or administrative action with respect to the Exchange Offer as soon as practicable after the Company becomes aware of it.

(f) As soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Securities Act), the Company will make generally available to its security holders an earnings statement or statements of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158).

(g) The Company agrees to pay or cause to be paid the costs and expenses relating to the transactions contemplated hereunder, including without limitation the following: (i) the preparation of the Prospectus, the issuance of the Common Stock and the fees of the Information Agent and the Exchange Agent; (ii) the preparation, printing or reproduction of the Exchange Offer Materials and each amendment or supplement thereto; (iii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Exchange Offer Materials (and all amendments or supplements thereto) as may, in each case, be reasonably requested for use in connection with the Exchange Offer; (iv) the preparation, printing, authentication, issuance and delivery of the Common Stock, including stamp or transfer taxes, if any, in connection with the original issuance of the Common Stock; (v) the printing (or reproduction) and delivery of this Agreement and all other agreements or documents printed (or reproduced) and delivered in connection with the Exchange Offer; (vi) advertising expenses in connection with the Exchange Offer, if any; (vii) any registration or qualification of the Common Stock for offer and sale under the blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Dealer Managers relating to such registration and qualification); (viii) transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective participants in the Exchange Offer; (ix) the fees and expenses of the Company’s and the OP’s accountants and the fees and expenses of counsel

(including local and special counsel, if any) for the Company and the OP; and (x) all other costs and expenses incident to the performance by the Company and the OP of their obligations hereunder and in connection with the Exchange Offer. It is understood that, except as provided in this Section 5(g) and Section 7 hereof, the Dealer Managers will pay all of its own costs, including transfer taxes on resale of any of the Common Stock issued in the Exchange Offer by the Dealer Managers, and any advertising expenses connected with any offers the Dealer Managers may make.

(h) The Company will not take, directly or indirectly, any action that is designed to cause or result in, or which might reasonably be expected to cause or result in, under the Exchange Act and the rules and regulations of the Commission thereunder or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Common Stock or the tender of the Preferred Stock in the Exchange Offer; *provided* that the Company will not be responsible as to any action taken or to be taken by the Dealer Managers.

(i) The Company shall arrange for Georgeson, Inc. to serve as information agent (the "Information Agent") and Computershare Trust Company, N.A., as exchange agent (the "Exchange Agent"), respectively, and shall authorize the Dealer Managers to communicate with each of the Information Agent and the Exchange Agent to facilitate the Exchange Offer.

(j) The Company agrees not to exchange any Preferred Stock during the period beginning on the Commencement Date and ending on and including the Exchange Date except pursuant to and in accordance with the Exchange Offer or as otherwise agreed to in writing by the parties hereto and permitted under applicable laws and regulations.

(k) The Company will comply in all material respects with the Securities Act and the Exchange Act and the rules and regulations of the Commission thereunder, including Rule 13e-4 under the Exchange Act, in connection with the Exchange Offer, the Exchange Offer Materials and the transactions contemplated hereby and thereby. The Company will file with the Commission pursuant to Rule 13e-4(c)(1) under the Exchange Act (or Rule 425 under the Securities Act) or otherwise all written communications made by the Company or any affiliate of the Company in connection with or relating to the Exchange Offer that are required to be filed with the Commission, in each case on the date of their first use.

(l) The Company will use its best efforts to enable the Company to meet the requirements to qualify as a REIT under the Code until the Board of Directors of the Company determines that it is no longer in the best interests of the Company to qualify as a REIT.

6. Conditions of the Dealer Managers' Obligations. The obligations of the Dealer Managers under this Agreement shall be subject to the accuracy of the representations and warranties on the part of the Company and the OP contained herein, in all material respects (except for such representations and warranties that are already qualified by materiality concepts, which representations and warranties shall be accurate in all respects), at the Commencement Date, the Effective Date and the Exchange Date, to the accuracy, in all material respects (except for such statements that are already qualified by materiality concepts, which statements shall be accurate in all respects), of the statements of the Company and the OP made in any certificates pursuant to the provisions hereof, to the performance by the Company and the OP of their obligations hereunder, in all material respects (except for such obligations that are already qualified by materiality concepts, which obligations shall be performed in all respects) and to the following additional conditions:

(a) The Registration Statement shall have become effective on or prior to the Expiration Date.

(b) As of the Exchange Date, no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Company, threatened by the Commission, and all reasonable requests for additional information on the part of the Commission shall have been complied with.

(c) Haneberg, PLC, counsel for the Company, shall have delivered to the Dealer Managers its opinions and disclosure letters as follows:

(i) At the Commencement Date, such counsel shall have delivered to the Dealer Managers an opinion, dated the Commencement Date and addressed to the Dealer Managers, substantially in the form of Exhibit A-1 hereto, and a disclosure letter, dated the Commencement Date and addressed to the Dealer Managers, substantially in the form of Exhibit A-2 hereto.

(ii) At the Exchange Date, such counsel shall have delivered to the Dealer Managers (A) an opinion, dated the Exchange Date and addressed to the Dealer Managers, addressing the matters set forth in Exhibit B hereto, and (B) a disclosure letter, dated the Exchange Date and addressed to the Dealer Managers, substantially in the form of Exhibit C hereto.

(d) Williams Mullen, Maryland and New York counsel for the Company, shall have delivered to the Dealer Managers their opinions as follows:

(i) At the Commencement Date, such counsel shall have delivered to the Dealer Managers an opinion, dated the Commencement Date and addressed to the Dealer Managers, substantially in the form of Exhibit D hereto.

(ii) At the Exchange Date, such counsel shall have delivered to the Dealer Managers an opinion, dated the Exchange Date and addressed to the Dealer Managers, substantially in the form of Exhibit E hereto.

(e) Williams Mullen, tax counsel for the Company, shall have delivered to the Dealer Managers their opinions and disclosure letters as follows:

(i) At the Commencement Date, such counsel shall have delivered to the Dealer Managers, an opinion, dated the Commencement Date and addressed to the Dealer Managers, addressing certain U.S. federal income tax matters, substantially in the form of Exhibit F hereto.

(ii) At the Exchange Date, such counsel shall have delivered to the Dealer Managers, (A) an opinion, dated the Exchange Date and addressed to the Dealer Managers, addressing certain U.S. federal income tax matters, substantially in the form of Exhibit G hereto.

(f) At the Exchange Date, the Company shall have furnished or caused to be furnished to the Dealer Managers a certificate of the Company, signed by two of the Company's executive officers, dated as of the Exchange Date, in which such officers, to the best of their knowledge after reasonable investigation, shall state that:

(i) the representations and warranties of the Company and the OP in this Agreement are true and correct, in all material respects (except for such representations and warranties that are already qualified by materiality concepts, which representations and warranties are true and correct in all respects), as of the Exchange Date;

(ii) the Company and the OP have complied with all the agreements and satisfied all the conditions on their part to be performed or satisfied hereunder, in all material respects (except for such that are already qualified by materiality concepts, which obligations shall have been performed or satisfied in all respects) at or prior to the Exchange Date;

(iii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or threatened by the Commission; and

(iv) since the date of the most recent financial statements included or incorporated by reference in the Prospectus, there has been no Material Adverse Effect, except as set forth in or contemplated in the Prospectus as amended or supplemented.

(g) At each of the Commencement Date and the Exchange Date, the Company shall have requested and caused Cherry Bekaert LLP to furnish to the Dealer Managers letters, dated respectively as of the Commencement Date and the Exchange Date, substantially in the form of Exhibit H hereto (with respect to the letter dated as of the Commencement Date) and in form and substance satisfactory to the Dealer Managers (with respect to the letter dated as of the Exchange Date).

(h) (i) Subsequent to the Effective Date, there shall not have been any change or decrease specified in the letter delivered on the Effective Date referred to in paragraph (f) of this Section 6, or (ii) subsequent to the Commencement Date or, if earlier, the dates as of which information is given in the Preliminary Prospectus (exclusive of any amendment or supplement thereto), there shall not have been any change, or any development involving a prospective change, in or affecting the assets, business operations, earnings, properties or financial condition of the Company and the Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Preliminary Prospectus (exclusive of any amendment or supplement thereto), the effect of which, in any case referred to in clause (i) or (ii) above, is, in the reasonable judgment of the Dealer Managers, so material and adverse as to make it impractical or inadvisable to deliver the Common Stock or solicit tenders of the Preferred Stock as contemplated by the Preliminary Prospectus (exclusive of any amendment or supplement thereto).

(i) Prior to the Exchange Date, the Common Stock shall be eligible for clearance through the Depository Trust Company.

(j) Prior to the Exchange Date, the Company and the OP shall have delivered to the Dealer Managers and its counsel such further information, certificates and documents as they may reasonably request.

If (i) any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or (ii) any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Dealer Managers and its counsel, this Agreement and all obligations of the Dealer Managers hereunder may be cancelled by the Dealer Managers at, or at any time prior to, the Exchange Date. In such event, the Dealer Managers shall be entitled to publicly disclose the cancellation of its participation in the Exchange Offer via press release, subject to prior notification of the Company. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

7. Indemnification and Contribution.

(a) Each of the Company and the OP, jointly and severally, agree to indemnify, defend and hold harmless each of the Dealer Managers and any person who controls the Dealer Managers within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any loss, expense, liability, damage or claim (including the reasonable cost of investigation) which, jointly or severally, the Dealer Managers and any such controlling person may incur under the Securities Act, the Exchange Act or otherwise, insofar as such loss, expense, liability, damage or claim arises out of or is based upon (1) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereof), any Rule 165 Material or the Prospectus (the term Prospectus for the purpose of this Section 7 being deemed to include the Preliminary Prospectus and the Prospectus as of their respective dates and as amended or supplemented by the Company), (2) any omission or alleged omission to state a material fact required to be stated in any such Registration Statement, or necessary to make the statements made therein not misleading, (3) any omission or alleged omission from any Rule 165 Material (when considered together with the Prospectus) or Prospectus of a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, (4) the failure on the part of the Company to make or consummate the Exchange Offer or the withdrawal, rescission, termination, amendment or extension of the Exchange Offer or any failure on the part of the Company to comply in any material respect with the terms and conditions contained in the Exchange Offer Materials, or (5) any action or failure to act in connection with the Exchange Offer by the

Company or its directors, officers, agents or employees or by an indemnified party at the request or with the consent of the Company; except, in the case of each of clauses (1), (2) and (3) only, insofar as any such loss, expense, liability, damage or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus and any Rule 165 Material, in the light of the circumstances under which they were made) not misleading, in each such case, to the extent contained in and in conformity with the Dealer Managers Information and except in the case of clauses (3), (4) and (5) only, to the extent such actions or failures to act arise from the Dealer Managers' gross negligence or willful misconduct. The indemnity agreement set forth in this Section 7(a) shall be in addition to any liability which the Company and the OP may otherwise have. If any action is brought against the Dealer Managers or any controlling person in respect of which indemnity may be sought against the Company or the OP pursuant to this Section 9(a), the Dealer Managers shall promptly notify the Company or the OP, as the case may be, in writing of the institution of such action, and the Company or the OP, as the case may be, shall if it so elects, assume the defense of such action, including the employment of counsel and payment of expenses; provided, however, that any failure or delay to so notify the Company or the OP, as the case may be, will not relieve the Company or the OP of any obligation hereunder, except to the extent that their ability to defend is materially prejudiced by such failure or delay. The Dealer Managers or controlling person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Dealer Managers or any such controlling person unless the employment of such counsel shall have been authorized in writing by the Company or the OP, as the case may be, in connection with the defense of such action, or the Company or the OP, as the case may be, shall not have employed counsel reasonably satisfactory to the Dealer Managers or such controlling person, as the case may be, to have charge of the defense of such action within a reasonable time or such indemnified party or parties shall have reasonably concluded (based on the advice of counsel) that there may be defenses available to it or them which are different from or additional to those available to the Company or the OP (in which case neither the Company nor the OP shall have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses shall be borne by the Company or the OP, as the case may be, and paid as incurred (it being understood, however, that neither the Company nor the OP shall be liable for the expenses of more than one separate firm of attorneys for the Dealer Managers or controlling persons in any one action or series of related actions in the same jurisdiction (other than local counsel in any such jurisdiction) representing the indemnified parties who are parties to such action). Anything in this paragraph to the contrary notwithstanding, neither the Company nor the OP shall be liable for any settlement of any such claim or action effected without its written consent.

(b) Each Dealer Manager, severally and not jointly, agrees to indemnify, defend and hold harmless the Company, the OP, the Company's directors, the Company's officers that signed the Registration Statement, and any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any loss, expense, liability, damage or claim (including the reasonable cost of investigation) which, jointly or severally, the Company, the OP or any such person may incur under the Securities Act, the Exchange Act or otherwise, insofar as such loss, expense, liability, damage or claim arises out of or is based upon (1) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereof), any Rule 165 Material, the Preliminary Prospectus or the Prospectus, (2) any omission or alleged omission to state a material fact required to be stated in any such Registration Statement, or necessary to make the statements made therein not misleading, or (3) any omission or alleged omission from any such Rule 165 Material or the Prospectus of a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, but in each case only insofar as such untrue statement or alleged untrue statement or omission or alleged omission was made in such Registration Statement, Rule 165 Material, Preliminary Prospectus or Prospectus in reliance upon and in conformity with the Dealer Managers Information. The indemnity agreement set forth in this Section 7(b) shall be in addition to any liabilities that such Dealer Managers may otherwise have.

(c) If any action is brought against the Company or the OP, or any such person in respect of which indemnity may be sought against the Dealer Managers pursuant to the foregoing paragraph, the Company, the OP

or such person shall promptly notify the Dealer Managers in writing of the institution of such action and the Dealer Managers shall if they so elect assume the defense of such action, including the employment of counsel and payment of expenses; *provided, however,* that any failure or delay to so notify the Dealer Managers will not relieve the Dealer Managers of any obligation hereunder, except to the extent that the Dealer Managers' ability to defend is materially prejudiced by such failure or delay. The Company, the OP or such person shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Company, the OP or such person unless the employment of such counsel shall have been authorized in writing by the Dealer Managers in connection with the defense of such action or the Dealer Managers shall not have employed counsel reasonably satisfactory to the Company, the OP or such person, as the case may be, to have charge of the defense of such action within a reasonable time or such indemnified party or parties shall have reasonably concluded (based on the advice of counsel) that there may be defenses available to it or them which are different from or additional to those available to the Dealer Managers (in which case the Dealer Managers shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses shall be borne by the Dealer Managers and paid as incurred (it being understood, however, that the Dealer Managers shall not be liable for the expenses of more than one separate firm of attorneys in any one action or series of related actions in the same jurisdiction (other than local counsel in any such jurisdiction) representing the indemnified parties who are parties to such action). Anything in this paragraph to the contrary notwithstanding, the Dealer Managers shall not be liable for any settlement of any such claim or action effected without its written consent.

(d) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) and (b) of this Section 7 in respect of any losses, expenses, liabilities, damages or claims referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, expenses, liabilities, damages or claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the OP (without duplication), on the one hand, and by the Dealer Managers, on the other, each from the offering of the Common Stock, or (ii) if (but only if) the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the OP (without duplication), on the one hand, and the Dealer Managers, on the other, in connection with the statements or omissions which resulted in such losses, expenses, liabilities, damages or claims, as well as any other relevant equitable considerations. The relative benefits received by the Company and the OP (without duplication) shall be deemed to be equal to the principal amount of the Preferred Stock in respect of which: (A) if the Exchange Offer is consummated, valid tenders are received; or (B) if the Exchange Offer is not consummated, valid tenders are or were sought pursuant to the Exchange Offer. The relative benefits received by the Dealer Managers shall be deemed to be equal to the Fee paid by the Company hereunder. The relative fault of the Company and the OP (without duplication), on the one hand, and of the Dealer Managers, on the other, shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission relates to information supplied by the Company or the OP, or by the Dealer Managers, respectively, and the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages and liabilities referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any claim or action.

(e) The Company, the OP and the Dealer Managers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in clause (i) and, if applicable, clause (ii) of subsection (d) above. Notwithstanding the provisions of this Section 7, the Dealer Managers shall not be required to contribute any amount in excess of the amount of the compensation actually paid by the Company to the Dealer Managers in connection with its engagement hereunder. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) The provisions of this Section 7 shall not affect any agreement between the Company and the OP with respect to indemnification.

8. Certain Acknowledgements.

(a) The Company and the OP acknowledge and agree that (i) you and your affiliates are engaged in a broad range of securities activities and may provide financing, advisory or other services to parties whose interests may conflict with those of the Company and the OP and (ii) you or such affiliates may, for your own account or the account of customers, purchase or sell, or hold a long or short position in, securities of the Company, including the Preferred Stock and the Common Stock, and that you may or may not tender any such Preferred Stock in the Exchange Offer.

(b) In recognition of the foregoing, the Company and the OP agree that the Dealer Managers are not required to restrict its activities as a result of this engagement, and that the Dealer Managers may undertake any business activity without further consultation with or notification to the Company and the OP, subject to applicable law. Neither this Agreement, the receipt by the Dealer Managers of confidential information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict the Dealer Managers from acting on behalf of other customers or for its own account. Furthermore, the Company and the OP agree that neither the Dealer Managers nor any member or business of the Dealer Managers is under a duty to disclose to the Company and the OP any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the Dealer Managers' long-standing policy to hold in confidence the affairs of their customers, the Dealer Managers will not use confidential information obtained from the Company or the OP except in connection with their services to, and their relationship with, the Company and the OP.

(c) The Company and the OP acknowledge and agree that the Dealer Managers are acting solely in the capacity of an arm's length contractual counterparty to the Company and the OP with respect to the Exchange Offer contemplated hereby (including in connection with determining the terms of the Exchange Offer) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the OP or any other person. Additionally, the Dealer Managers are not advising the Company, the OP or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the OP shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Dealer Managers shall have no responsibility or liability to the Company or the OP with respect thereto. Any review by the Dealer Managers of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Dealer Managers and shall not be on behalf of the Company or the OP.

9. Termination; Representations, Acknowledgement and Indemnities to Survive.

(a) Subject to clause (c) below, this Agreement may be terminated by the Company, at any time upon notice to the Dealer Managers, if (i) at any time prior to the Exchange Date, the Exchange Offer is terminated or withdrawn by the Company for any reason or (ii) the Dealer Managers do not comply in all material respects with any covenant herein.

(b) Subject to clause (c) below, this Agreement may be terminated by the Dealer Managers, at any time upon notice to the Company, if (i) at any time prior to the Exchange Date, the Exchange Offer is terminated or withdrawn by the Company for any reason, (ii) the Company and the OP do not comply in all material respects with any covenant specified herein, (iii) the Company and the OP shall publish, send or otherwise distribute any amendment or supplement to the Exchange Offer Materials to which the Dealer Managers shall reasonably object, or (iv) the Dealer Managers cancel this Agreement pursuant to Section 6 hereof.

(c) The respective indemnities, agreements, representations, warranties and other statements of the Company, the OP and the Dealer Managers, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Dealer Managers, the Company or the OP or any of the officers, directors or controlling persons referred to in Section 7 hereof, and shall survive delivery of and payment for the Common Stock. The provisions of Section 5(g) and Section 7 hereof shall survive the termination or cancellation of this Agreement.

10. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Dealer Managers, will be mailed, delivered or telefaxed to Compass Point Research & Trading, LLC, 3000 K Street N.W., Suite 340, Washington, D.C. 20007; and Maxim Group LLC, 405 Lexington Ave., New York, NY 10174; with a copy to Hunton & Williams LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attention: S. Gregory Cope, Esq., and if sent to either the Company or the OP, to: 2529 Virginia Beach Boulevard, Virginia Beach, Virginia 23452; with a copy to Haneberg, PLC, 310 Granite Avenue, Richmond, Virginia 23226, Attention: Bradley Haneberg, Esq.

11. Successors. This Agreement shall be binding upon, and inure solely to the benefit of, the parties hereto and the officers, directors and controlling persons referred to in Section 7 hereof, and no other person shall acquire or have any right under or by virtue of this Agreement. No person receiving the Common Stock in the Exchange Offer shall be deemed a successor or assign by reason merely of such purchase.

12. Applicable Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of New York. Each of the Company, the OP and the Dealer Managers hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

13. Integration. Except as set forth herein, this Agreement supersedes all prior agreements and understandings (whether written or oral) among the Company, the OP and the Dealer Managers, or any of them, with respect to the subject matter hereof.

14. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

16. Definitions. The following terms, when used in this Agreement, shall have the meanings indicated.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law or executive order to close in the City of New York.

"Commencement Date" shall have the meaning ascribed to such term in Rule 13e-4 under the Exchange Act.

"Commission" shall mean the U.S. Securities and Exchange Commission.

"Effective Date" shall mean the time the Registration Statement is declared effective under the Securities Act.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Exchange Date" shall mean the date on which the Company delivers the Common Stock in exchange for the Preferred Stock pursuant to the Exchange Offer.

"Exchange Offer Materials" shall mean the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus, the Prospectus, the accompanying letters of transmittal, the Schedule TO, the Rule 165 Material and all other documents filed or to be filed with any federal, state or local government or regulatory agency or authority in connection with the Exchange Offer, each as prepared or approved by the Company.

"Expiration Date" shall mean 11:59 p.m., New York City time, on July 13, 2015, as may be extended by the Company in its sole discretion.

"FINRA" shall mean the Financial Industry Regulatory Authority, Inc.

"Pre-Effective Registration Statement" shall mean the registration statement, filed by the Company with the Commission registering under the Securities Act the Common Stock issuable in the Exchange Offer, including exhibits thereto and any documents incorporated by reference therein or deemed part of such registration statement pursuant to Rule 430C under the Securities Act, in the form in which it is initially filed with the Commission.

"Preliminary Prospectus" shall mean the preliminary prospectus that is used prior to the filing of the Prospectus, as amended or supplemented from time to time, including any documents incorporated in the Preliminary Prospectus by reference.

"Prospectus" shall mean the final prospectus included in the Registration Statement (including any documents incorporated in the Prospectus by reference), except that if the final prospectus furnished to the Dealer Managers for use in connection with the Exchange Offer differs from the prospectus set forth in the Registration Statement (whether or not such prospectus is required to be filed pursuant to Rule 424(b) under the Securities Act), the term "Prospectus" shall refer to the final prospectus furnished to the Dealer Managers for such use.

"Registration Statement" shall mean the registration statement filed by the Company with the Commission registering under the Securities Act the Common Stock issuable in the Exchange Offer, including exhibits thereto and any documents incorporated by reference therein or deemed part of such registration statement pursuant to Rule 430C under the Securities Act, in the form in which it becomes effective and, in the event of any amendment or supplement thereto or the filing of any abbreviated registration statement pursuant to Rule 462(b) under the Securities Act relating thereto after the effective date of such registration statement, shall also mean such registration statement as so amended or supplemented, together with any such abbreviated registration statement.

"Rule 165 Material" shall mean any written communication made in connection with or relating to the Exchange Offer in reliance on Rule 165 of the Securities Act and filed by the Company with the Commission pursuant to Rule 425 under the Securities Act.

"Schedule TO" shall mean the tender offer statement filed by the Company with the Commission on Schedule TO, including any documents incorporated by reference therein, with respect to the Exchange Offer, including any amendment or supplement thereto.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"We" or "us" shall mean the Company.

"You" or "your" shall mean the Dealer Managers.

[*Signature pages to follow.*]

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company, the OP and the Dealer Managers.

Very truly yours,

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

By: /s/ Jon S. Wheeler
Name: Jon S. Wheeler
Title: CEO & Chairman

WHEELER REIT, L.P.

By: Wheeler Real Estate Investment Trust, Inc., its general partner

By: /s/ Jon S. Wheeler
Name: Jon S. Wheeler
Title: CEO & Chairman

The foregoing Agreement is hereby confirmed and accepted as of the date first above written

COMPASS POINT RESEARCH & TRADING, LLC

By: /s/ Burke F. Hayes, Jr.
Name: Burke F. Hayes, Jr.
Title: Managing Director

MAXIM GROUP LLC

By: /s/ Cliff Teller
Name: Cliff Teller
Title: Head of Investment Banking

Schedule I

Dealer Managers Fee

The fee to be paid to Compass Point Research & Trading, LLC and Maxim Group LLC as Dealer Managers, shall equal 5.5% of the aggregate liquidation preference of the Preferred Stock tendered in the Exchange Offer. Such fee shall be payable on the Exchange Date.

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them by the agreement of which this schedule is a part.

Exhibit 5.1

WILLIAMS MULLEN

June 15, 2015

Wheeler Real Estate Investment Trust, Inc.
Riversedge North
2529 Virginia Beach Blvd., Suite 200
Virginia Beach, Virginia 23452

Ladies and Gentlemen:

We have acted as special counsel to Wheeler Real Estate Investment Trust, Inc., a Maryland corporation (the "Company"), in connection with certain matters of Maryland law related to the offering and issuance of up to 20,853,250 shares of the Company's common stock, par value $0.01 per share (the "Shares"), to be offered by the Company in exchange for all outstanding shares of the Company's Series A Preferred Stock and Series B Preferred Stock, as described in the Registration Statement on Form S-4 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In our capacity as the Company's counsel and as a basis for the opinions hereinafter expressed, we have examined (i) the Registration Statement, (ii) certificates of public officials and of representatives of the Company and (iii) such corporate proceedings, records, and documents as we have considered necessary for the purposes of this opinion letter. We have assumed that (i) the signatures on all documents examined by us are genuine, (ii) all documents submitted to us as originals are authentic, (iii) all documents submitted to us as copies conform to the originals thereof, (iv) the Registration Statement and any amendments thereto will have become effective (and will remain effective at the time of the offer, issuance and sale of the securities thereunder) and (v) any applicable prospectus or prospectus supplement describing such securities will be filed with the Commission to the extent required by applicable law and relevant rules and regulations of the Commission.

On the basis of the foregoing, and subject to the qualifications and limitations set forth herein, we are of the opinion that:

1. The Company is validly existing and in good standing under the laws of the State of Maryland; and
2. the Shares have been duly authorized and, when issued and delivered in the manner described in the Registration Statement, will be validly issued, fully paid and non-assessable.

The opinions set forth above are limited in all respects to the application of the law of the State of Maryland and applicable federal law, in each case as in effect on the date hereof. Our opinion is expressed as of the date hereof, and we do not assume any obligation to update or supplement our opinion to reflect any fact or circumstance subsequently arising or any change in law subsequently occurring after such date. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the prospectus that forms a part of the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

/s/ WILLIAMS MULLEN

EXHIBIT 8.1

WILLIAMS MULLEN

June 15, 2015

Wheeler Real Estate Investment Trust, Inc.
Riversedge North
2529 Virginia Beach Boulevard
Suite 200
Virginia Beach, Virginia 23452

Re: Wheeler Real Estate Investment Trust, Inc.

Ladies and Gentlemen:

We have acted as United States federal income tax counsel to Wheeler Real Estate Investment Trust, Inc., a Maryland corporation (the "Company"), in connection with the filing of a registration statement on Form S-4, dated June 15, 2015 (such registration statement, as amended through the date hereof, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the registration of up to 20,853,250 shares of common stock of the Company, $0.01 par value per share (the "Common Stock"). In that capacity, you have requested our opinion regarding the ability of the Company to elect to be treated, and to qualify, for United States federal income tax purposes as a real estate investment trust (a "REIT") within the meaning of Section 856(a) of the Internal Revenue Code of 1986, as amended (the "Code").

In rendering this opinion letter, we have relied as to certain factual matters upon the statements and representations contained in the certificate provided to us by the Company (the "Officer's Certificate"), dated June 15, 2015. We have assumed that the statements made in the Officer's Certificate are true and correct as of the date hereof, and that the Officer's Certificate has been executed by appropriate and authorized officers of the Company. Although we have made such inquiries and performed such investigations as we have deemed necessary to fulfill our professional responsibilities as counsel, we have not undertaken an independent investigation of the facts referred to in this letter or in the Officer's Certificate. No facts have come to our attention that would cause us to question the accuracy or completeness of the factual representations in the Officer's Certificate. Furthermore, where the factual representations in the Officer's Certificate involve terms defined in the Code, the regulations promulgated thereunder, published rulings of the Internal Revenue Service (the "IRS") (or other relevant authority), we have reviewed with the individual making such representations the relevant provisions of the Code, the applicable regulations thereunder, the published rulings of the IRS (or other relevant authority), as the case may be. We also have assumed that the board of directors of the Company will not exercise its discretion under the charter of the Company and applicable law to authorize the Company to revoke or otherwise terminate its REIT election pursuant to Code Section 856(g).

In our capacity as United States federal income tax counsel, we have reviewed copies of the Registration Statement, and have reviewed or relied upon originals or copies of such other agreements and documents as we have deemed necessary or appropriate for the purpose of rendering the opinions contained herein (collectively, the "Transaction Documents"). In performing such review, we have assumed the genuineness of all signatures on all Transaction Documents reviewed by us, the legal capacity of all natural persons, the authenticity of all Transaction Documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies and the authenticity of the originals of such latter documents. In making our examination of the Transaction Documents executed, or to be executed, by the parties indicated therein, we have also assumed, without independent verification or inquiry, (a) that each party has, or will have, all necessary power and authority to enter into, execute and deliver such Transaction Documents and to perform all of its

obligations thereunder, (b) the due authorization by all requisite corporate and other action, and execution and delivery by each such party, of such Transaction Documents, (c) that such Transaction Documents constitute, or will constitute, valid and binding obligations of each party thereto, enforceable in accordance with their respective terms, (d) that the transactions contemplated by such Transaction Documents will be consummated in accordance with the terms thereof, and (e) that any Transaction Documents that have not yet been executed will be finalized in substantially the same form as the versions that we have reviewed. We also have assumed that the issuance of the Common Stock (and any other transactions in connection therewith) as set forth in the Transaction Documents will be consummated in accordance with the terms of the Transaction Documents.

Based on the foregoing and in reliance thereon, and on an analysis of the Code, the regulations promulgated thereunder, judicial authority and current administrative rulings and such other laws as we have deemed relevant and necessary, and subject to the qualifications, exceptions and limitations contained therein, we are of the opinion that, for United States federal income tax purposes:

1. commencing with its taxable year ended December 31, 2012, the Company has qualified to be taxed as a REIT under the Code, and its organization and current and proposed method of operation will enable it to continue to meet the requirements for qualification and taxation as a REIT under the Code for its taxable year ending December 31, 2015 and thereafter; and

2. the statements in the Registration Statement under the heading “Material U.S. Federal Income Tax Considerations,” to the extent they constitute matters of law or legal conclusions with respect thereto, are correct in all material respects.

As described in the Registration Statement, qualification of the Company as a REIT will depend upon the satisfaction of the Company, through actual operating results, distribution levels, diversity of stock ownership and otherwise, of the applicable asset composition, source of income, shareholder distribution, record keeping and other requirements of the Code necessary for a corporation to qualify as a REIT. Accordingly, no assurance can be given that the actual results of the Company’s operations for any taxable year will satisfy all such requirements. We do not undertake to monitor whether the Company actually will satisfy the various qualification tests.

The opinions set forth herein are limited to those matters expressly covered and are expressed as of the date hereof. No opinion is implied or may be inferred with respect to any other matter. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change in law or fact that may occur after the date of this opinion letter that might affect the opinions expressed herein. Further, the opinions contained herein are based on information available as of the date hereof. To the extent that a matter or thing occurs or does not occur after such date that adversely affects the Company’s qualification as a REIT, the opinions contained herein shall not be applicable and shall not be effective.

No guarantee can be given that our conclusions as to United States federal income tax law will not be challenged successfully by the IRS or significantly altered by new legislation, changes in IRS positions or judicial decisions, any of which challenges or alterations may be applied retroactively with respect to completed transactions. Our opinions are not binding on the IRS or the courts, and no assurances can be given that the IRS will not take a contrary position upon examination, or that a court will not reach a contrary conclusion in litigation.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the references to our firm in the Registration Statement under the captions “Legal Matters” and “Material U.S. Federal Income Tax Considerations.” In giving this consent, we do not thereby admit that we are within the category of persons whose content is required under Section 7 of the Securities Act, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

/s/ Williams Mullen

Exhibit 23.1

Consent of Independent Auditor

We hereby consent to the incorporation by reference in this Registration Statement of Wheeler Real Estate Investment Trust, Inc. and Subsidiaries, of our report dated January 9, 2015, with respect to the Combined Balance Sheet, Combined Statement of Revenues and Certain Operating Expenses, Combined Statements of Equity and Combined Statements of Cash Flows of Wheeler Interests, LLC, Wheeler Real Estate LLC and WHLR Management, LLC for the year ended December 31, 2013, of each of our reports dated March 24, 2015, with respect to the Statements of Revenues and Certain Operating Expenses of Alex City Marketplace and Pierpont Centre for the year ended December 31, 2013, and of our report dated May 14, 2015, with respect to the Statement of Revenues and Certain Operating Expenses of Butler Square for the year ended December 31, 2014.

/s/ Cherry Bekaert LLP
Virginia Beach, Virginia
June 15, 2015

EXHIBIT 23.2

Consent of Independent Registered Public Accounting Firm

Wheeler Real Estate Investment Trust, Inc. and Subsidiaries
Virginia Beach, Virginia

We hereby consent to the incorporation by reference in this Registration Statement of Wheeler Real Estate Investment Trust, Inc. and Subsidiaries (the "Company") of our report dated March 25, 2015, relating to the consolidated financial statements and financial statement schedules as of and for the two years ended December 31, 2014, which appears in the Company's annual report on Form 10-K and is incorporated herein by reference.

/s/ Cherry Bekaert LLP
Virginia Beach, Virginia
June 15, 2015

LETTER OF TRANSMITTAL
TO ACCOMPANY CERTIFICATE(S) OF

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

SERIES A PREFERRED STOCK AND/OR
SERIES B PREFERRED STOCK

THE EXCHANGE OFFER BY WHEELER REAL ESTATE INVESTMENT TRUST, INC. (THE "COMPANY"), THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH IN THE PROSPECTUS DATED JUNE 15, 2015 (THE "PROSPECTUS"), WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON JULY 13, 2015, UNLESS EXTENDED OR EARLIER TERMINATED BY US (THE "EXPIRATION DATE"). IF A BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE LEGALLY OWNS SERIES A PREFERRED STOCK AND/OR SERIES B PREFERRED STOCK (COLLECTIVELY THE "PREFERRED STOCK"), SUCH NOMINEE MAY HAVE AN EARLIER DEADLINE FOR ACCEPTING THE OFFER. YOU SHOULD PROMPTLY CONTACT THE BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE THAT HOLDS YOUR SHARES OF PREFERRED STOCK TO DETERMINE ITS DEADLINE. IN ORDER TO BE ELIGIBLE TO RECEIVE SHARES OF COMPANY COMMON STOCK (THE "COMMON STOCK") OFFERED UPON TENDER OF THE PREFERRED STOCK PURSUANT TO THE EXCHANGE OFFER, YOU MUST TENDER AND NOT WITHDRAW SHARES OF SERIES A PREFERRED STOCK OR SERIES B PREFERRED STOCK PRIOR TO THE EXPIRATION DATE. YOU MAY WITHDRAW SHARES OF PREFERRED STOCK TENDERED IN THE EXCHANGE OFFER AT ANY TIME PRIOR TO THE EXPIRATION DATE. YOU SHOULD CAREFULLY REVIEW THE PROCEDURES FOR TENDERING SHARES OF PREFERRED STOCK IN THE PROSPECTUS.

The Information Agent for the Exchange Offer is:

Georgeson

480 Washington Blvd., 26th Floor
Jersey City, NJ 07310
Call Toll-Free: (866) 391-7007
Or Via Email: Wheeler@georgeson.com

Please mail or deliver this properly completed Letter of Transmittal, together with the certificate(s) and any other documentation required by this Letter of Transmittal, to the Exchange Agent at one of the addresses listed below:

The Exchange Agent for the Exchange Offer is:

Computershare Trust Company, N.A.

By Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Delivery:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE EXCHANGE AGENT

THE SHARE CONSIDERATION TO BE ISSUED IN ACCORDANCE WITH THE INSTRUCTIONS HEREIN WILL BE SENT TO THE ADDRESS OF RECORD UNLESS OTHERWISE INSTRUCTED BELOW.

Complete boxes B, C (if required) below ONLY if the share consideration is to be issued to the registered holder(s) but sent to an address other than listed above or is to be issued to a person other than the registered holder(s).

DESCRIPTION OF SHARES SURRENDERED **(Please fill in. Describe Series. Attach separate schedule if needed.**		
Name(s) and Address of Registered Holder(s) **If there is any error in the name or address shown below, please make the necessary corrections.**	**Certificate No. (if applicable) or Number of Shares Surrendered and held in Book Entry Form**	**Number of Shares**
	TOTAL SHARES	

Voluntary Corporate Action: COY WHLR

SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and this Letter of Transmittal, the undersigned hereby: (i) tenders to the Company the shares of Preferred Stock set forth in the box above entitled "Description of Shares Surrendered"; (ii) subject to and effective upon acceptance for exchange of the shares of Preferred Stock tendered herewith, irrevocably constitutes and appoints the Exchange Agent as the undersigned's true and lawful agent and attorney-in-fact with respect to any such tendered shares of Preferred Stock, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such shares of Preferred Stock, or transfer ownership of such shares of Preferred Stock on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (b) present such shares of Preferred Stock for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such shares of Preferred Stock (except that the Exchange Agent will have no rights to, or control over, the shares of Common Stock issued in respect of such shares of Preferred Stock, except as the undersigned's agent, all in accordance with the terms of the Exchange Offer); (iii) requests that Common Stock issued in exchange for tendered shares of Preferred Stock in connection with the Exchange Offer be issued to the order of the undersigned; and (iv) requests that any shares of Preferred Stock representing liquidation preference not tendered or not accepted for exchange be credited to such DTC participant's account or be returned to the undersigned.

The undersigned hereby acknowledges receipt of the Prospectus and this Letter of Transmittal, which together constitute the Company's offer to exchange up to 20,853,250 newly issued shares of Common Stock for issued and outstanding shares of Preferred Stock that are validly tendered and not validly withdrawn in the Exchange Offer.

The undersigned hereby represents and warrants that: (i) the undersigned has full power and authority to tender, sell, assign and transfer the shares of Preferred Stock tendered hereby; and (ii) upon its acceptance of any tendered shares of Preferred Stock, the Company will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and that such shares of Preferred Stock will not be subject to any adverse claim.

Subject to and effective upon acceptance for exchange of, and issuance of shares of Common Stock for, the shares of Preferred Stock tendered herewith, the undersigned hereby: (i) irrevocably, sells, transfers, conveys and assigns to or upon the order of the Company, all right, title and interest in and to the shares of Preferred Stock tendered hereby; (ii) waives any and all other rights with respect to such shares of Preferred Stock (including with respect to any existing or past and defaults and their consequences in respect of such shares of Preferred Stock); (iii) releases and discharges the Company from any and all claims that the undersigned may have now, or may have in the future, arising out of, or related to, such shares of Preferred Stock, including any claims that the undersigned is entitled to receive additional payments with respect to such shares of Preferred Stock or to participate in any redemption of such shares of Preferred Stock.

The undersigned acknowledges and agrees that upon acceptance for exchange of the shares of Preferred Stock tendered herewith, without any further action, all other powers of attorney, proxies and consents given by the undersigned with respect to such shares of Preferred Stock or the Common Stock to be received in exchange for such shares of Preferred Stock will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned (and, if given, will not be effective), except for powers of attorney, proxies, consents or revocations contemplated hereby. The undersigned will, upon request, execute and deliver any additional documents deemed by the Company to be necessary or desirable: to complete the sale, assignment and transfer of the shares of Preferred Stock tendered hereby. All authority conferred or agreed to be conferred in

this Letter of Transmittal and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in the section of the Prospectus entitled "The Exchange Offer—Withdrawal of Tenders."

The undersigned hereby agrees that: (i) no tender of shares of Preferred Stock is valid until any defect or irregularity in connection with tenders of shares of Preferred Stock is cured within such time as the Company determines, unless waived by the Company; (ii) none of the Company, the Exchange Agent, the Information Agent, the Dealer Managers (as defined in the Prospectus) or any other person is under any duty to give notification of any defects or irregularities in the tenders of shares of Preferred Stock or will incur any liability to holders for failure to give any such notification; (iii) a tender of shares of Preferred Stock will constitute a binding agreement between us upon the terms and subject to the conditions of the Exchange Offer; and (iv) all questions as to the form of documents (including notices of withdrawal) and the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tender of shares of Preferred Stock will be determined by the Company in its sole discretion and such determination shall be final and binding.

The undersigned shall indemnify and hold harmless each of the Company, the Information Agent and Exchange Agent (each, an "Indemnified Party") against any losses, claims, damages or liabilities, joint or several, to which any Indemnified Party may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon a breach of the foregoing representations and warranties and will reimburse any Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim as such expenses are incurred.

IMPORTANT
STOCKHOLDER: SIGN HERE
(PLEASE COMPLETE AND RETURN THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL OR AN APPLICABLE IRS FORM W-8)

Signature(s) of Holder(s) of Shares _____

_____

Must Sign Above

Dated: _____

Name(s) _____

(Please Print)

Capacity (full title) (See Instruction 6) _____

Address _____

(Include Zip Code)

Must be signed by registered holder(s) exactly as name(s) appear(s) on Preferred Stock share certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by Share Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act.

APPLY MEDALLION GUARANTEE STAMP BELOW
(IF REQUIRED—SEE INSTRUCTION 3)

Voluntary Corporate Action: COY WHLR

DTC: DTC has confirmed that the Exchange Offer is eligible for DTC's Automated Tender Offer Program ("ATOP"). Accordingly, if you hold your shares of Preferred Stock in "street name," you may, instead of physically completing and signing the Transmittal Letter and delivering it to the Exchange Agent, electronically transmit their acceptance of the Exchange Offer by causing DTC to transfer Series A and Series B Preferred Stock to the Exchange Agent in accordance with DTC's ATOP procedures for transfer. DTC will then send an agent's message to the Exchange Agent.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE INFORMATION AGENT.

Delivery of this Letter of Transmittal and Certificates. All physically delivered Series A and Series B Preferred Stock or confirmation of any book-entry transfer to the Exchange Agent's account at DTC, as well as a properly completed and duly executed copy of this Letter of Transmittal (or facsimile thereof), and any other documents required by this Letter of Transmittal with any required signature guarantees or, in the case of a book-entry transfer, an appropriate agent's message, must be received by the Exchange Agent at its address set forth herein on or prior to the Expiration Date. The method of delivery of this Letter of Transmittal, the Series A and Series B Preferred Stock and all other required documents is at the election and risk of the holder. Instead of delivery by mail, it is recommended that holders use an overnight or hand delivery service.

Any beneficial holder whose Series A and Series B Preferred Stock are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Series A and Series B Preferred Stock in the Exchange Offer should contact such registered holder promptly and instruct such registered holder to tender on such beneficial holder's behalf. If such beneficial holder wishes to tender directly, such beneficial holder must, prior to completing and executing the Transmittal Letter and tendering Series A and Series B Preferred Stock, either make appropriate arrangements to register ownership of the Series A and Series B Preferred Stock in such beneficial holder's own name or obtain a properly completed bond power from the registered holder. Beneficial holders should be aware that the transfer of registered ownership may take considerable time.

The Company expressly reserves the right, at any time or from time to time, to extend the Expiration Date by complying with certain conditions set forth in the prospectus.

The method of delivery of this Letter of Transmittal, the Series A and Series B Preferred Stock and all other required documents, including delivery through DTC and acceptance of an agent's message transmitted through ATOP, is at the option and risk of the tendering holder. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed for such documents to reach the DTC.

Waiver of Conditions. The Company reserves the absolute right to waive, in whole or in part, certain specified conditions to the Exchange Offer set forth in the prospectus. The condition that the registration statement of which the prospectus forms a part being declared effective and no stop order suspending its effectiveness or any proceeding for that purpose being outstanding may not be waived by us.

Requests for Assistance or Additional Copies. Questions and requests for assistance relating to the Prospectus, this Letter of Transmittal and other related documents and relating to the procedure for tendering may be directed to the Exchange Agent at the address and telephone number set forth above.

Questions and requests for assistance or for additional copies of the prospectus may be directed to the Information Agent at the address and telephone number set forth above.

Voluntary Corporate Action: COY WHLR

Validity and Form. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of tenders and withdrawals of Series A and Series B Preferred Stock will be determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all tenders of Series A and Series B Preferred Stock that are not in proper form or the acceptance of which would, in the opinion of counsel for the Company, be unlawful. The Company reserves the absolute right to waive any irregularities or defects as to particular Series A and Series B Preferred Stock either before or after the Expiration Date, whether or not similar defects or irregularities are waived in the case of other holders of Series A and Series B Preferred Stock. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Series A and Series B Preferred Stock must be cured within such time as the Company shall determine. None of the Company, the Information Agent, the Exchange Agent, the Dealer Managers nor any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of Series A and Series B Preferred Stock, nor shall any of them incur any liability for failure to give such notification. Tenders of Series A and Series B Preferred Stock will not be deemed to have been made until such irregularities have been cured or waived. Any Series A and Series B Preferred Stock received by the Exchange Agent that are not properly tendered, and as to which the defects or irregularities have not been cured or waived, will be returned without cost to such holder by the Exchange Agent to the tendering holders of Series A and Series B Preferred Stock, unless otherwise provided herein, as soon as practicable following the Expiration Date.

Voluntary Corporate Action: COY WHLR

THE SHARE CONSIDERATION TO BE ISSUED IN ACCORDANCE WITH THE INSTRUCTIONS HEREIN WILL BE SENT TO THE ADDRESS OF RECORD UNLESS OTHERWISE INSTRUCTED BELOW.

Complete boxes A and/or B (if required) below ONLY if the share consideration is to be issued to the registered holder(s) but sent to an address other than listed above or is to be issued to a person other than the registered holder(s). Complete box C below ONLY if you complete Box A (the consideration is to be issued to a person other than the registered holder).

BOX A: SPECIAL ISSUANCE INSTRUCTIONS

Complete ONLY if the new certificate and/or check is to be issued in a name which differs from the name on the surrendered certificate(s) or the statement of ownership. Issue to:

Name:

Address:

(Please see instructions regarding signature guarantee (See Instruction 3)

BOX B: SPECIAL DELIVERY INSTRUCTIONS

Complete ONLY if the new certificate and/or check is to be mailed to some address other than the address reflected above. Mail to:

Name:

Address:

(Please see instruction regarding special delivery instructions (See Instruction 4)

BOX C SIGNATURE(S) GUARANTEE (IF REQUIRED)

Unless the shares are surrendered by the registered holder(s), or for the account of a member in good standing of the Securities Transfer Agents' Medallion Program ("STAMP"), the Stock Exchange Medallion Program or the New York Stock Exchange Medallion Signature Program (an "Eligible Institution"), the above signature(s) must be guaranteed by an Eligible Institution. A notary public seal is NOT acceptable. *See Instruction 3.*

Authorized Signature

Name of Firm

Address of Firm—Please Print

Voluntary Corporate Action: COY WHLR

INSTRUCTIONS FOR SURRENDERING SHARES

(Please read carefully the instructions below)

1. *Method of Delivery:* You must send or deliver your certificate(s), and this properly completed Letter of Transmittal, to the Exchange Agent to one of the addresses shown on the front page of the Letter of Transmittal. The method of delivery of certificate(s) or statement of ownership to be surrendered to the Exchange Agent is at the option and risk of the surrendering stockholder. Delivery will be deemed effective only when received. **If the certificate(s) or the statement of ownership is (are) sent by mail, registered mail with return receipt requested and proper insurance is suggested.**

2. *Consideration to be Issued in the Same Name:* If you would like the consideration to be issued in the same name as the surrendered shares are registered, complete and sign this Letter of Transmittal exactly as the surrendered shares are registered. Do not sign the surrendered certificate(s). Signature guarantees are not required if the shares surrendered herewith are (i) submitted by the registered holder(s) of such shares who has not completed the section entitled "Box A: Special Issuance Instructions," or (ii) for the account of an Eligible Institution. If any of the shares surrendered hereby are owned by two or more joint owners, all such owners must sign this Letter of Transmittal exactly as written on the face of the certificate(s) or in the statement of ownership. If any shares are registered in different names, it will be necessary to complete, sign and submit a separate Letter of Transmittal for each different registration. Trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others executing Letters of Transmittal in a fiduciary or representative capacity who are not identified as such in the registration must submit proper evidence of the signer's authority to act.

3. *Consideration to be Issued in a Different Name:* If you would like the consideration to be issued in a name or names which differ from the name(s) on the certificate(s) or the statement of ownership, complete the sections entitled "Box A: Special Issuance Instructions" and Box C: Signatures Guarantee (If Required) and have the signatures guaranteed on this Letter of Transmittal by a firm that is a bank, broker, dealer, credit union, savings association or other entity which is an Eligible Institution. If you would like the share consideration to be issued in the name of a person other than the signer of this Letter of Transmittal, or for the consideration to be issued to a person other than the registered owner(s), then the surrendered certificate(s) must be properly endorsed or accompanied by duly executed stock power(s), or the statement of ownership must be accompanied by duly executed stock power(s), as the case may be, in each case signed exactly as the name(s) of the registered owners appear on such certificate(s) or statement of ownership, with the signatures on the certificate(s) or stock power(s) guaranteed by an Eligible Institution.

4. *Special Delivery Instructions:* In the section entitled "Box C: Special Delivery Instructions," indicate the name and address to which the consideration is to be sent if different from the name and/or address of the person(s) signing this Letter of Transmittal.

5. *Lost, Stolen, Misplaced or Destroyed Certificate(s):* If your certificate(s) have been lost, stolen, misplaced or destroyed, please complete the bond on page 9 of this Letter of Transmittal.

6. *Important Information Regarding Taxes:* Each shareholder that submits this Letter of Transmittal (or any person submitting this Letter of Transmittal on behalf of a shareholder) is required to provide the Exchange Agent with the shareholder's correct Taxpayer Identification Number ("TIN"), generally the shareholder's social security or U.S. federal employer identification number, on the Substitute Form W-9 provided below, or, alternatively, to establish another basis for exemption from backup withholding. Item (2) in the Certification box of the Substitute Form W-9 must be crossed out if the shareholder is subject to backup withholding. In addition to potential penalties, failure to provide the correct information on the Substitute Form W-9 may subject the shareholder to 28% U.S. federal income tax backup withholding on any reportable payments made to such shareholder. If the shareholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such shareholder should write "Applied For" in the space provided for the TIN in Part I of the Substitute Form W-9, and sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer

Identification Number. If "Applied For" is written in Part I and the Exchange Agent is not provided with a TIN by the time of payment, the Exchange Agent will withhold 28% from any payments of the purchase price to such shareholder. A shareholder that is not a United States person may qualify as an exempt recipient by submitting to the Exchange Agent a properly completed Form W-8BEN, Form W-8ECI or Form W-8IMY, as applicable (which the Exchange Agent will provide upon request) signed under penalty of perjury, attesting to that shareholder's exempt status.

The signature and date endorsed on the Substitute Form W-9 will serve to certify that the TIN and withholding information provided in your Election Form are true, correct and complete. See the attached Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

Voluntary Corporate Action: COY WHLR

Lost Securities Affidavit

IF YOU CANNOT LOCATE SOME OR ALL OF YOUR CERTIFICATE(S), PLEASE COMPLETE THE BELOW AFFIDAVIT SAFECO INSURANCE COMPANY OF AMERICA
LOST SECURITIES AFFIDAVIT FOR ACCOUNTS WITH LESS THAN $250,000.00 IN MARKET VALUE

By checking the lost certificates box and signing the bottom of this form, I (we) certify that (a) I (we) am (are) the lawful owner(s) ("Owner") of the shares described on the front of this form; (b) I (we) reside at the address set forth on the front of this form; (c) I (we) am (are) entitled to possession of the lost certificate(s) (the "Lost Securities"); (d) the Lost Securities have been lost, mislaid, stolen or destroyed and cannot now be produced; (e) the Lost Securities WERE NOT ENDORSED and neither the Lost Securities nor the Owner(s)' rights therein have, in whole or in part, been cashed, negotiated, sold, transferred, hypothecated, pledged, disposed of, and to my (our) knowledge, no claim of right, like or interest, adverse to the Owner, in or to the Lost Securities, has been made or advanced by any person; (f) I (we) have made or caused to be made a diligent search for the Lost Securities and have been unable to find or recover the Lost Securities; (g) I (we) make this Affidavit of Lost Securities For Computershare Accounts for the purpose of inducing the issuance of new or replacement Securities ("Replacement Securities") (in book-entry form, unless unavailable through the issuer) in lieu of the said Lost Securities, or the distribution to the Owner(s) of proceeds (including liquidation) thereof; and (h) I (we) agree that this Lost Securities Affidavit for Computershare Accounts may be delivered to and made part of the Safeco Insurance Company of America Bond No. 5926165.

The Owner(s) hereby agree(s) in consideration of (1) the issuance of such replacement Securities in lieu of the Lost Securities, or of the distribution to the Owner of the proceeds there from, and (2) the assumption by Safeco Insurance Company of America of liability therefore under its Bond, the OWNER, his/her/its heirs, successors and assigns agree to indemnify, protect and save harmless Safeco Insurance Company of America, Computershare Inc., Computershare Trust Company, N.A. and the issuer, jointly and severally, and their respective agents, representatives, successors, and assigns, from and against all losses, cost and damages (court costs and attorneys fees) to which they may be subject or liable arising out of or relating to the Lost Securities, the issuance of Replacement Securities, the Owner's requested action herein (or any other action arising out of or relating to the Replacement of Lost Securities), or Safeco Insurance Company of America's assumption of liability under its bond described above.

STEP 1. CALCULATE LOST CERTIFICATE BOND PREMIUM - FEE MUST BE ENCLOSED

LOST CERTIFICATE BOND PREMIUM CALCULATION: _____ (Shares Lost) X $35.25 (Bond premium Per share) = _____ (Total Premium Due (MINIMUM $20.00)) + $50.00 processing fee = _____ (Total Check Amount)

Multiply the number of shares lost by the Safeco Insurance Company of America Bond premium noted above to calculate the premium you owe. If you have Lost Securities representing 1 or fewer shares, there is a minimum premium of $20.00. The premium is only valid until December 15, 2015. There is also a processing fee of $50.00. PLEASE MAKE YOUR CHECK PAYABLE TO "COMPUTERSHARE" FOR THE BOND PREMIUM AND PROCESSING FEE AND ENCLOSE WITH THIS AFFIDAVIT. If your request is approved, Computershare will forward the Bond premium to Safeco Insurance Company of America. We cannot complete your exchange without a Surety Bond. NOTE: This premium is calculated based upon each lost share, not per each lost certificate.

STEP 2. SIGNATURES OF OWNERS - all registered owners MUST sign below exactly as the name(s) appear on the front of this form

If your lost certificate(s) is (are) part of an estate or trust, or are valued at more than $250,000, please contact Computershare for additional instructions.

ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

Signature of owner _____ Signature of Co-Owner, if any _____

STEP 3. NOTARIZATION

You must have your signature(s) notarized if you have lost more than 1 shares.

State of _____ County of _____ Notary Signature _____

Printed Name of Notary _____ Sworn to and subscribed to me this (date) _____ (month/day/year)

My commission Expires (date) _____ (month/day/year) (Notary Seal)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) ____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company*(*LLC*) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit 99.2

LETTER OF INFORMATION

OFFER TO EXCHANGE

BY

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

OF UP TO 20,853,250 SHARES OF COMMON STOCK FOR ANY AND ALL ISSUED AND OUTSTANDING SHARES OF SERIES A PREFERRED STOCK AND SERIES B PREFERRED STOCK

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 p.m., NEW YORK CITY TIME, ON JULY 13, 2015, UNLESS THE OFFER IS EXTENDED OR WITHDRAWN.

TO BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES AND OTHER NOMINEES:

Please furnish copies of the enclosed materials to those of your clients for whom you hold shares registered in your name or in the name of your nominee.

We have been appointed by Wheeler Real Estate Investment Trust, Inc., a corporation formed under the laws of the State of Maryland (the "Company"), to act as Information Agent in connection with its offer to exchange up to an aggregate of 20,853,250 shares of the Company's common stock, $0.01 par value per share ("Common Stock"), for all issued and outstanding shares of the Company's Series A preferred stock, without par value per share ("Series A Stock") and Series B preferred stock, without par value per share ("Series B Stock"), upon the terms and subject to the conditions set forth in the Preliminary Prospectus, dated June 15, 2015 (the "Prospectus"), and the related Letter of Transmittal (the "Letter of Transmittal", which, together with the Prospectus, as they may be amended or supplemented from time to time, constitute the "Offer"). The description of the Offer in this letter is only a summary and is qualified by all the terms and conditions of the Offer set forth in the Prospectus and Letter of Transmittal.

For your information and for forwarding to your clients for whom you hold shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Prospectus, dated June 15, 2015, registering the shares of the Company's Common Stock, to be exchanged for tendered shares of Series A Stock and Series B Stock.
2. The Letter of Transmittal for your use in accepting the Offer and tendering shares and for the information of your clients.
3. A printed form of letter which may be sent to your clients for whose accounts you hold shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.
4. A return envelope addressed to Computershare Trust Company, N.A., as the exchange agent for the Offer.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at 11:59 p.m., New York City time, on July 13, 2015, which date may be extended.

Except as referenced in the Prospectus, the Company will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of shares pursuant to the Offer. The Company will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients. The Company will pay or cause to be paid any transfer taxes with respect to the transfer of shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if shares not tendered or accepted for payment are to be registered in the name of, any person(s) other than the registered owner(s), or if shares tendered hereby are registered in the name(s) of any person(s) other than

the person(s) signing the Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered owner(s) or such person(s)) payable on account of the transfer to such person(s) will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted with the Letter of Transmittal.

Questions and requests for additional copies, at the Company's expense, of the enclosed material may be directed to Georgeson, Inc., as the Information Agent at 480 Washington Blvd., 26th Floor Jersey City, New Jersey 07310 Phone: 866 391-7007 (toll-free) Email: Wheeler@Georgeson.com.

Very truly yours,

GEORGESON, INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU THE AGENT OF THE COMPANY, THE INFORMATION AGENT, THE EXCHANGE AGENT OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Exhibit 99.3

LETTER TO CLIENTS

OFFER TO EXCHANGE

BY

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

OF UP TO 20,853,250 SHARES OF COMMON STOCK FOR ANY AND ALL ISSUED AND OUTSTANDING SHARES OF SERIES A PREFERRED STOCK AND SERIES B PREFERRED STOCK

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON JULY 13, 2015, UNLESS THE OFFER IS EXTENDED OR WITHDRAWN.

June 15, 2015

TO OUR CLIENTS:

Enclosed for your consideration is a preliminary prospectus, dated June 15, 2015 (the "Prospectus") and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") in connection with the offer by Wheeler Real Estate Investment Trust, Inc. (the "Company"), to exchange up to an aggregate of 20,853,250 shares of the Company's common stock, $0.01 par value per share ("Common Stock"), for all issued and outstanding shares of the Company's Series A preferred stock, without par value per share ("Series A Stock") and Series B preferred stock, without par value per share ("Series B Stock"). Subject to the terms and conditions of the Offer, all shares of Series A Stock and Series B Stock properly tendered before the Expiration Date (as defined in the Prospectus) and not properly withdrawn will be exchanged by the Company for newly issued shares of Common Stock as follows:

SECURITY EXCHANGED	**SECURITY TO BE ISSUED**
One Share of Series A Stock	500 Shares of Common Stock
One Share of Series B Stock	12.5 Shares of Common Stock

Accordingly, we request instructions as to whether you wish us to tender on your behalf any or all of the shares held by us for your account, upon the terms and subject to the conditions set forth in the Prospectus. Your attention is directed to the following:

1. As indicated above, you may exchange your shares of Series A Stock and Series B Stock for newly issued shares of the Company's Common Stock.

2. **When considering the Offer, you should consult with your broker or other financial or tax advisor.**

3. The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on July 13, 2015, unless the Company extends the Offer.

4. The Offer is for all outstanding shares of the Company's Series A Stock and Series B Stock. If all shares of Series A Stock and Series B Stock are exchanged on the terms contained in the Offer, the Company will issue an aggregate of 20,853,250 additional shares of its Common Stock.

5. Tendering holders of shares of Series A Stock or Series B Stock whose shares are registered in their own name and who tender directly to Computershare Trust Company, N.A. as depositary (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as set forth in the Prospectus and Letter of Transmittal, transfer taxes on the purchase of such shares pursuant to the Offer.

6. We will not issue fractional shares of Common Stock upon exchange of the Series A Stock and Series B Stock. Instead, we will pay cash for all fractional shares based upon a price per share of Common Stock of $2.38.

If you wish to have us tender any or all of your shares of Series A Stock or Series B Stock, please so instruct us by completing, executing, detaching and returning to us the attached Instruction Form. If you authorize us to tender your shares, we will tender all your shares unless you specify otherwise on the attached Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit a tender on your behalf before the Expiration Date of the Offer. Please note that the Offer, proration period and withdrawal rights will expire at 11:59 p.m., New York City time, on July 13, 2015, unless Company the opts to extend the Offer.

The Offer is being made only by the Prospectus and the related Letter of Transmittal and any amendments or supplements thereto, and is being made to all holders of Series A Stock or Series B Stock. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of shares in any jurisdiction where the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction.

The Company's Board of Directors has approved making the Offer. However, neither the Company nor any member of its Board of Directors makes any recommendation to shareholders as to whether they should tender or refrain from tendering their shares. Shareholders must make their own decisions as to whether to tender their shares and, if so, how many shares to tender. In doing so, shareholders should carefully read the information in the Prospectus and in the related Letter of Transmittal, including the Company's reasons for making the Offer. Shareholders should discuss whether to tender their Shares with their broker or other financial or tax advisor.

If you wish to have us tender any or all of the shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form set forth herein. If you authorize the tender of your shares, all such shares will be tendered unless otherwise specified below. An envelope to return your instructions to us is enclosed.

YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF PRIOR TO THE EXPIRATION DATE.

INSTRUCTION FORM WITH RESPECT TO

OFFER TO EXCHANGE

BY

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

OF UP TO 20,853,250 SHARES OF COMMON STOCK FOR ANY AND ALL ISSUED AND OUTSTANDING SHARES OF SERIES A PREFERRED STOCK AND SERIES B PREFERRED STOCK

The undersigned acknowledge(s) receipt of your letter and the enclosed Preliminary Prospectus, dated June 15, 2015 (the "Prospectus"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), in connection with the offer by Wheeler Real Estate Investment Trust, Inc., a corporation organized under the laws of the State of Maryland (the "Company"), to exchange up to an aggregate of 20,853,250 shares of the Company's common stock, $0.01 par value per share ("Common Stock"), for all issued and outstanding shares of the Company's Series A preferred stock, without par value per share ("Series A Stock") and Series B preferred stock, without par value per share ("Series B Stock").

The undersigned hereby instruct(s) you to tender to the Company the number of shares indicated below or, if no number is indicated, all shares you hold for the account of the undersigned, on the terms and subject to the conditions of the Offer.

Number of Shares to be tendered by you for the account of the undersigned:

shares of Series A Stock*

shares of Series B Stock*

*Unless otherwise indicated, it will be assumed that all shares held by us for your account are to be tendered.

The method of delivery of this document is at the election and risk of the tendering shareholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

Signature(s):_____

Name(s):_____

Taxpayer Identification or Social Security Number:_____

Addresses: Addresses:_____

_____

_____

Phone/Area Code:_____