

SECURITIES AND EXCHANGE COMMISSION

FORM 424B5

Prospectus filed pursuant to Rule 424(b)(5)

Filing Date: **2013-01-28**
SEC Accession No. [0001144204-13-004115](#)

([HTML Version](#) on [secdatabase.com](#))

FILER

American Realty Capital Properties, Inc.

CIK: **1507385** | IRS No.: **000000000** | State of Incorporation: **MD** | Fiscal Year End: **1231**
Type: **424B5** | Act: **33** | File No.: **333-182971** | Film No.: **13549923**
SIC: **6798** Real estate investment trusts

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**AMERICAN REALTY CAPITAL PROPERTIES, INC.
SUPPLEMENT NO. 1, DATED JANUARY 25, 2013,
TO THE PROSPECTUS SUPPLEMENT, DATED JANUARY 24, 2013,
TO THE PROSPECTUS, DATED JANUARY 22, 2013**

This prospectus supplement, or Supplement No. 1, is part of the prospectus supplement of American Realty Capital Properties, Inc., or the Company, dated January 24, 2013, or the Prospectus Supplement, to the final prospectus of the Company, dated January 22, 2013, or the Prospectus. This Supplement No. 1 supplements, modifies, supersedes and replaces certain information contained in the Prospectus Supplement and the Prospectus and should be read in conjunction with the Prospectus Supplement and the Prospectus. This Supplement No. 1 will be delivered with the Prospectus Supplement and the Prospectus.

The purpose of this Supplement No. 1 is to modify the presentation of the underwriters' names on the cover of the Prospectus Supplement and in the "Underwriting" section of the Prospectus Supplement beginning on page S-24 thereof. No other changes are being made to the Prospectus Supplement or the Prospectus in this Supplement No. 1.

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**1,800,000 Shares
of Common Stock, par value \$0.01 per share**



AMERICAN REALTY CAPITAL PROPERTIES, INC.

We are offering 1,800,000 shares of our common stock. Our common stock is listed on The NASDAQ Stock Market, or NASDAQ, under the symbol “ARCP.” On January 23, 2013, the last reported sale price of our common stock on NASDAQ was \$13.89. All of the shares of common stock being offered are being sold by us.

To assist us in qualifying and maintaining our qualification as a real estate investment trust, or REIT, for U.S. federal income tax purposes, among other purposes, stockholders are generally restricted from owning (or being treated as owning under applicable attribution rules) more than 9.8% in value of the aggregate of our outstanding shares of stock or more than 9.8% (in value or in number of shares, whichever is more restrictive) of any class or series of our shares of stock, unless our board of directors waives this limitation. Because our board of directors has waived this limitation for the benefit of certain other stockholders, this limitation is currently 5.25%. See “Description of Capital Stock – Restrictions on Transfer and Ownership of Stock” in the accompanying prospectus.

Investing in our common stock involves risks. You should carefully read and consider “Risk Factors” beginning on page S-12 of this prospectus supplement, page 9 of the accompanying prospectus, as well as in our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q before investing in our common stock.

	Per share	Total
Public offering price of common stock	\$ 13.47	\$ 24,246,000
Underwriting discounts and commissions	\$ 0.53	\$ 954,000
Proceeds, before expenses, to us ⁽¹⁾	\$ 12.94	\$ 23,292,000

(1) Excludes \$116,460 payable to Realty Capital Securities, LLC, a FINRA-registered broker-dealer that is under common control with ARC Properties Advisors, LLC, our manager, as an advisory fee in connection with this offering.

We have granted the underwriters the right to purchase up to 270,000 additional shares of our common stock within 30 days after the date of this prospectus supplement at the public offering price less the underwriting discounts and commissions. If the underwriters exercise their option in full, the aggregate underwriting discounts and commissions will be \$1,097,100, and the aggregate proceeds to us, before offering expenses (including the fee payable to Realty Capital Securities, LLC), will be \$26,785,800.

We estimate the total expenses of this offering, excluding the underwriting discounts and commissions, will be approximately \$300,000.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The shares of our common stock sold in this offering will be ready for delivery on or about January 29, 2013.

Ladenburg Thalmann & Co. Inc.

Sole Bookrunning Manager

Aegis Capital Corp.

Maxim Group LLC

National Securities Corporation

Co-Managers

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UNDERWRITING

Subject to the terms and conditions in the underwriting agreement, dated as of January 24, 2013, between us and our operating partnership and Ladenburg Thalmann & Co. Inc., Aegis Capital Corp., Maxim Group LLC and National Securities Corporation, or the underwriters, have severally agreed to purchase from us, and we have agreed to sell to the underwriters, the number of shares indicated in the table below:

Underwriter	Number of Shares
Ladenburg Thalmann & Co. Inc.	980,000
Aegis Capital Corp.	380,000
Maxim Group LLC	220,000
National Securities Corporation	220,000
Total	1,800,000

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriter may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

Any underwriter may make a market in the shares of common stock. However, the underwriters are not obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the shares of common stock.

The underwriters are offering the shares of common stock subject to their acceptance of such shares of common stock from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The underwriters have advised us that they propose to offer the shares of common stock to the public at the public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of \$0.28 per share of common stock. After the offering, the public offering price, concession and reallowance to dealers may be reduced by the underwriters. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares of common stock.

	Per Share		Total	
	Without Over-Allotment Option	With Over-Allotment Option	Without Over-Allotment Option	With Over-Allotment Option
Public offering price	\$ 13.47	\$ 13.47	\$ 24,246,000	\$ 27,882,900
Underwriting discount	\$ 0.53	\$ 0.53	\$ 954,000	\$ 1,097,100
Proceeds, before expenses, to us	\$ 12.94	\$ 12.94	\$ 23,292,000	\$ 26,785,000

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We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately \$300,000 (including the advisory fee payable to Realty Capital Securities, LLC and up to \$10,000 for the underwriters' expenses in connection with the expenses of underwriters' counsel with respect to FINRA).

Indemnification of Underwriters

The underwriting agreement provides that we will indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, or contribute to payments that the underwriters may be required to make in respect of those liabilities.

Listing

Shares of our common stock are listed on NASDAQ under the symbol "ARCP."

Over-allotment Option

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of 270,000 additional shares of common stock from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares of common stock proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more shares of common stock than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

We and our officers and directors have agreed, subject to specified exceptions, not to directly or indirectly:

sell, offer, contract or grant any option to sell (including any short sale), pledge, assign, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-1(h) under the Securities and Exchange Act of 1934, as amended, or the Exchange Act, or otherwise dispose of any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or

enter into any swap, hedge or similar arrangement that transfers the economic risk of ownership of shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or

publicly announce an intention to do any of the foregoing,

for a period of 30 days after the date of this prospectus without the prior written consent of Ladenburg Thalmann & Co. Inc., *provided, however* that we may issue:

shares of common stock sold pursuant to our "at-the-market" equity program pursuant to a series of equity distribution agreements with multiple agents, each dated as of January 22, 2013;

shares of common stock under a dividend reinvestment plan;

shares of common stock or options to purchase shares of common stock, or issue shares of common stock upon exercise of options, pursuant to any stock option, stock bonus or other stock plan or arrangement;

shares of common stock in exchange for units of ownership interest in our operating partnership; and

units of ownership interest in our operating partnership (which are redeemable or exchangeable for shares of common stock) solely in conjunction with the acquisition of properties in the ordinary course of our business (but not otherwise issued in conjunction with any financing or capital raising activity).

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This restriction terminates after the close of trading of the shares of common stock on and including the 30 days after the date of this prospectus supplement.

Ladenburg Thalmann & Co. Inc. may, in its sole discretion and at any time or from time to time before the termination of the 30-day period, without public notice, release all or any portion of the securities subject to lock-up agreements.

Stabilization

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, certain persons participating in the offering may engage in transactions, including overallocation, stabilizing bids, syndicate covering transactions or the imposition of penalty bids, which may have the effect of stabilizing or maintaining the market price of the shares of common stock at a level above that which might otherwise prevail in the open market. Overallocation involves syndicate sales in excess of the offering size, which creates a syndicate short position. Establishing short sales positions may involve either “covered” short sales or “naked” short sales.

“Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of common stock or purchasing shares of common stock in the open market. In determining the source of shares of common stock to close out the covered short position, the underwriters will consider, among other things, the price of shares of common stock available for purchase in the open market as compared to the price at which they may purchase shares of common stock through the option to purchase additional shares of common stock.

“Naked” short sales are sales in excess of the option to purchase additional shares of common stock. The underwriters must close out any naked short position by purchasing shares of common stock in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the shares of common stock. A syndicate covering transaction is the bid for or the purchase of shares of common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the shares of common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we nor any of the underwriters makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

The underwriters may also engage in passive market making transactions in our common stock on NASDAQ in accordance with Rule 103 of Regulation M during a period before the commencement of offers or sales of shares of common stock in this offering and extending through the completion of distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker’ s bid, that bid must then be lowered when specified purchase limits are exceeded.

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Electronic Distribution

This prospectus supplement and the accompanying prospectus in electronic format may be made available by e-mail or on the websites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the accompanying prospectus in electronic format, the information on the underwriters' websites and any information contained in any other website maintained by any of the underwriters is not part of this prospectus, has not been approved or endorsed by us or the underwriters and should not be relied upon by investors.

Affiliations

Realty Capital Securities, LLC, a FINRA-registered broker-dealer that is under common control with ARC Properties Advisors, LLC, our manager, will receive an advisory fee from us in an amount equal to 0.50% of the gross proceeds received from this offering (including in connection with any shares of common stock sold pursuant to the underwriters' over-allotment option) in connection with advisory services it has provided in connection with this offering. This fee is deemed to constitute underwriting compensation under FINRA Rule 5110.

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities or instruments of the issuer. The underwriters and certain of their affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

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**PROSPECTUS SUPPLEMENT
(To Prospectus Dated January 22, 2013)**

**1,800,000 Shares
of Common Stock, par value \$0.01 per share**



AMERICAN REALTY CAPITAL PROPERTIES, INC.

We are offering 1,800,000 shares of our common stock. Our common stock is listed on The NASDAQ Stock Market, or NASDAQ, under the symbol "ARCP." On January 23, 2013, the last reported sale price of our common stock on NASDAQ was \$13.89. All of the shares of common stock being offered are being sold by us.

To assist us in qualifying and maintaining our qualification as a real estate investment trust, or REIT, for U.S. federal income tax purposes, among other purposes, stockholders are generally restricted from owning (or being treated as owning under applicable attribution rules) more than 9.8% in value of the aggregate of our outstanding shares of stock or more than 9.8% (in value or in number of shares, whichever is more restrictive) of any class or series of our shares of stock, unless our board of directors waives this limitation. Because our board of directors has waived this limitation for the benefit of certain other stockholders, this limitation is currently 5.25%. See "Description of Capital Stock – Restrictions on Transfer and Ownership of Stock" in the accompanying prospectus.

Investing in our common stock involves risks. You should carefully read and consider "Risk Factors" beginning on page S-12 of this prospectus supplement, page 9 of the accompanying prospectus, as well as in our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q before investing in our common stock.

	Per share	Total
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(1) Excludes \$116,460 payable to Realty Capital Securities, LLC, a FINRA-registered broker-dealer that is under common control with ARC Properties Advisors, LLC, our manager, as an advisory fee in connection with this offering.

We have granted the underwriters the right to purchase up to 270,000 additional shares of our common stock within 30 days after the date of this prospectus supplement at the public offering price less the underwriting discounts and commissions. If the underwriters exercise their option in full, the aggregate underwriting discounts and commissions will be \$1,097,100, and the aggregate proceeds to us, before offering expenses (including the fee payable to Realty Capital Securities, LLC), will be \$26,785,800.

We estimate the total expenses of this offering, excluding the underwriting discounts and commissions, will be approximately \$300,000.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The shares of our common stock sold in this offering will be ready for delivery on or about January 29, 2013.

Ladenburg Thalmann & Co.
National Securities Corp.

Maxim Group LLC
Aegis Capital Corp.

This prospectus supplement is dated January 24, 2013

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You should rely only on the information contained in or incorporated by reference into this prospectus supplement, the accompanying prospectus or any applicable free writing prospectus. We have not, and the underwriters have not, 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 on it. This prospectus supplement and the accompanying prospectus do not constitute an offer to sell, or a solicitation of an offer to purchase, any shares of common stock in any jurisdiction to or from any person to whom or for whom it is unlawful to make such offer or solicitation in such jurisdiction. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus, any applicable free writing prospectus and the documents incorporated by reference herein or therein is accurate only as of their respective dates or on the date or dates which are specified in these documents. Our business, financial condition, results of operations and prospects may have changed since those dates.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document consists of two parts. The first part consists of this prospectus supplement, which provides specific information about the shares of common stock that we are selling in this offering and other matters related to us. The second part, the accompanying prospectus, provides you with a general description of our common stock, some of which may not apply to this offering. Both this prospectus supplement and the accompanying prospectus include important information about us, our common stock and other information you should know before investing. This prospectus supplement also adds, updates and changes information contained in, or incorporated by reference into, the accompanying prospectus. We encourage you to carefully read both this prospectus supplement and the accompanying prospectus as well as additional information described under “Where You Can Find More Information” on page 4 of the accompanying prospectus before investing in our common stock. If the information in this prospectus supplement is inconsistent with any information contained in, or incorporated by reference into, the accompanying prospectus, the information in this prospectus supplement shall apply and shall supersede the inconsistent information contained in, or incorporated by reference into, the accompanying prospectus.

Unless otherwise indicated or the context requires otherwise, in this prospectus supplement, references to “ARCP,” “our company,” “we,” “us” and “our” mean American Realty Capital Properties, Inc. and its consolidated subsidiaries, including, without limitation, ARC Properties Operating Partnership, L.P., a Delaware limited partnership of which we are the sole general partner, or our operating partnership.

You should not consider any information in this prospectus supplement or the accompanying prospectus to be investment, legal or tax advice. You should consult your own counsel, accountant and other advisors for legal, tax, business, financial and related advice regarding the purchase of our shares of common stock. We are not making any representation to you regarding the legality of an investment in our shares of common stock by you under applicable investment or similar laws.

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SUMMARY

This summary highlights selected information about us but does not contain all the information that may be important to you. This prospectus supplement and the accompanying prospectus include specific terms of the offering and information about our business and financial data. You should read carefully this entire prospectus supplement and the accompanying prospectus, including the matters set forth under the caption "Risk Factors," and the information incorporated by reference in this prospectus supplement and the accompanying prospectus before making an investment decision.

Our Company

We are an externally managed real estate company that focuses on owning and acquiring single-tenant free-standing commercial real estate properties primarily subject to medium-term net leases with high credit quality tenants.

We focus on investing in properties that are net leased to (i) credit tenants, which are generally large public companies with investment-grade and other creditworthy tenants and (ii) governmental, quasi-governmental and not-for-profit entities. We intend to invest in properties with tenants that reflect a diversity of industries, geographies and sizes. A significant majority of our net lease investments have been and will continue to be in properties net leased to investment-grade tenants, although at any particular time our portfolio may not reflect this. As of September 30, 2012, our property portfolio consisted of 124 single-tenant, free-standing properties (excluding one vacant property), located in 24 states, with over 2.1 million leasable square feet leased to 14 different tenants doing business in 10 different industries and 100% of the annualized rental income from our properties not otherwise held for sale in a taxable REIT subsidiary is derived from credit tenants based on the criteria described in the accompanying prospectus. Since the closing of our initial public offering on September 6, 2011 and as of September 30, 2012, we have successfully grown and diversified our property portfolio by acquiring an additional 63 properties and approximately 1.4 million leasable square feet. To our knowledge, we are one of the few public REITs that is traded on a national securities exchange, if not the only public REIT that is traded on a national securities exchange, focused on investing in single-tenant, free-standing commercial real estate that is primarily net leased on a medium-term basis, primarily to investment-grade credit-rated and other creditworthy tenants.

We are a Maryland corporation. We have qualified to be taxed as a REIT for U.S. federal income tax purposes commencing with our taxable year ended December 31, 2011. We generally will not be subject to U.S. federal income taxes on our taxable income to the extent that we annually distribute all of our taxable income to stockholders and maintain our qualification as a REIT. We also operate our business in a manner that permits us to maintain our exemption from registration under the Investment Company Act of 1940, as amended.

Our principal executive offices are located at 405 Park Avenue, New York, New York 10022. Our telephone number is (212) 415-6500. We maintain a website at www.americanrealtycapitalproperties.com. Information on our website is not, and should not be interpreted to be, part of this prospectus.

Pending Acquisitions

On January 22, 2013, we announced that we have placed approximately \$54.8 million of properties under agreement which we intend to close in the first quarter of 2013. The acquisitions will be made at a weighted average capitalization rate of 8.9% (calculated by dividing annualized rental income on a straight-line basis plus operating expense reimbursement revenue, less property operating expenses, by base purchase price). These properties contain leases to the following tenants with a weighted average remaining lease duration of approximately 7.0 years: CVS, Family Dollar, FedEx, Fresenius, Pilot Flying J and Walgreens. Following the completion of these acquisitions, our portfolio is anticipated to be leased to 91% investment grade tenants (including investment grade tenants affiliated with investment grade entities as determined by a major credit rating agent).

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Pending Merger

On December 14, 2012, we entered into an Agreement and Plan of Merger with American Realty Capital Trust, III, Inc., a Maryland corporation, or ARCT III, Tiger Acquisition, LLC, a Delaware limited liability company and one of our wholly owned subsidiaries, or Merger Sub, our operating partnership, and American Realty Capital Operating Partnership III, L.P., a Delaware limited partnership and the operating partnership of ARCT III, or the ARCT III Operating Partnership. The merger agreement provides for the merger of ARCT III with and into Merger Sub, with Merger Sub surviving as one of our wholly owned subsidiaries. In addition, the merger agreement provides for the merger of ARCT III Operating Partnership with and into our operating partnership, with our operating partnership being the surviving entity. Both we and ARCT III are advised by affiliates of AR Capital, LLC.

In connection with our merger, each outstanding share of common stock of ARCT III will be converted into the right to receive (i) 0.95 of a share of our common stock or (ii) \$12.00 in cash, but in no event will the aggregate consideration paid in cash be paid on more than 30% of the shares of ARCT III's common stock issued and outstanding. If the aggregate elections for payment in cash exceed 30% of the number of shares of ARCT III's common stock, then the amount of cash consideration paid on cash elections will be reduced on a pro rata basis with the remaining consideration paid in our common stock. In addition, in connection with the merger of our operating partnership, each outstanding unit of equity ownership of the ARCT III Operating Partnership will be converted into the right to receive 0.95 of the same class of unit of equity ownership in our operating partnership.

After the completion of the mergers, based on property ownership as of September 30, 2012, we will own 506 net leased properties containing approximately 10.1 million square feet with a weighted average remaining lease term of 11.4 years.

We and ARCT III have made customary representations, warranties and covenants in the merger agreement, including, among others, ARCT III's covenant not to, nor to permit any subsidiary of ARCT III to, solicit alternative transactions or, subject to certain limited exceptions, participate in discussions relating to an alternative transaction or furnish non-public information relating to an alternative transaction. The merger agreement provides that either we or ARCT III may terminate the merger agreement if the merger effective time has not occurred by May 31, 2013 (subject to our right or the right of ARCT III to extend this date by up to 60 days) and provided that any termination right will not be available to a party if that party failed to fulfill its obligations under the merger agreement and that failure was a principal cause of, or resulted in, the merger not closing. The merger agreement also contains certain termination rights for us and ARCT III, including, without limitation, the ability of ARCT III to terminate the merger agreement if it receives an acquisition proposal that the ARCT III board of directors determines constitutes a superior proposal, or should the ARCT III board of directors effect an adverse recommendation change to the ARCT III stockholders. In connection with the termination of the merger agreement for such reasons and under other specified circumstances, ARCT III will be required to reimburse us up to \$10.0 million of our out-of-pocket expenses.

The mergers, which are expected to close during the first quarter of 2013, are subject to certain closing conditions, including, among other things (a) amendment of our management agreement to, among other things (i) eliminate certain acquisition and financing fees payable by us (exclusive of certain pipeline properties), (ii) the internalization of certain accounting, leasing and other management functions and (iii) the reduction of certain asset management fees, (b) the approval of the merger by a majority of all the votes entitled to be cast on the matter by the holders of all of ARCT III's outstanding shares of common stock, (c) the approval of the issuance of our common stock to the ARCT III stockholders of at least a majority of the votes cast by our stockholders (provided the total number of votes cast constitutes a quorum), (d) the accuracy of the other parties' representations and warranties and compliance with covenants, subject in each case to materiality standards, and (e) delivery of tax opinions. There can be no assurance these conditions will be satisfied or waived, if permitted, or the occurrence of any effect, event, development or change will not transpire. Therefore, there can be no assurance with respect to the timing of the closing of the mergers or whether the mergers will be completed at all.

Currently, to our knowledge, we are one of the few public REITs that is traded on a national securities exchange, if not the only public REIT that is traded on a national securities exchange, focused on investing in

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single-tenant, free standing commercial real estate that is primarily net leased on a medium-term basis, primarily to investment-grade credit-rated and other creditworthy tenants. If the mergers with ARCT III and the ARCT III Operating Partnership are consummated we expect to modify our investment strategy so that 70% of our portfolio will consist of long-term net leases and 30% of our portfolio will consist of medium-term net leases with a combined average remaining lease term of 10 - 12 years. We believe these mergers, as well as our proposed new investment strategy, will allow us to create a unique portfolio of net lease properties that will give stockholders the opportunity to benefit from a combination of stable income from a roster of high quality tenants as well as growth potential associated with the re-leasing of expiring below-market leases.

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Financing of the Mergers

We intend to pay for cash elections by ARCT III stockholders using a combination of (i) ARCT III' s and our available cash on hand and (ii) \$1.2 billion of financing, consisting of a \$1.0 billion credit facility (under which ARCT III has obtained commitments for \$650.0 million, and which contains an "accordion" feature to allow ARCT III, under certain circumstances, to increase the commitments thereunder by \$350.0 million), borrowings under which will be subject to borrowing base availability, and a \$200.0 million bridge facility (of which \$200.0 million is committed but subject to reduction to the extent the committing lender provides a commitment under the credit facility described above). These commitments are subject to customary conditions for these types of financings, including, but not limited to (1) the completion of due diligence review of the assets, liabilities and properties of us and the ARCT III Operating Partnership and their respective subsidiaries, (2) the negotiation and execution of definitive loan documentation, (3) the absence of any change, occurrence or development that has had, or could reasonably be expected to result in, (a) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties or liabilities of us and the ARCT III Operating Partnership and their respective subsidiaries, or (b) a material impairment of the rights and remedies of the respective credit facility lenders and agents under the definitive documentation for such credit facilities, (4) the absence of any material adverse change or material disruption in the loan syndication, financial, banking or capital markets that has impaired or could reasonably be expected to impair the syndication of the credit facilities, (5) the negotiation, execution and delivery of definitive documentation concerning intercreditor arrangements among the respective credit facility lenders and agents and (6) repayment of ARCT III' s existing senior secured credit facility.

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Unaudited Pro Forma Financial Statements

American Realty Capital Properties, Inc.

Unaudited Pro Forma Condensed Consolidated Balance Sheet

The following unaudited pro forma Condensed Consolidated Balance Sheet is presented as if ARCT III and ARCP had merged in a stock exchange transaction as of September 30, 2012.

ARCT III and ARCP are considered to be entities under common control. Both entities' advisors are wholly owned subsidiaries of the entities' sponsor, AR Capital, LLC. The sponsor and its related parties have significant ownership interests in ARCP through the ownership of shares of common stock and other equity interests. In addition, the advisors of both companies are contractually eligible to charge significant fees for their services to both of the companies including asset management fees, fees for the arrangement of financing and incentive fees and other fees. Due to the significance of these fees, the advisors and ultimately the sponsor is determined to have a significant economic interest in both companies in addition to having the power to direct the activities of the companies through the advisory agreement, which qualifies them as affiliated companies under common control in accordance with U.S. Generally Accepted Accounting Principles, or U.S. GAAP. The acquisition of an entity under common control is accounted for on the carryover basis of accounting whereby the assets and liabilities of the companies are recorded upon the merger on the same basis as they were carried by the companies on the merger date.

This financial statement should be read in conjunction with the ARCP and ARCT III Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and other information filed with the SEC. The pro forma Condensed Consolidated Balance Sheet is unaudited and is not necessarily indicative of what the actual financial position would have been had ARCT III and ARCP merged as of September 30, 2012, nor does it purport to present the future financial position of ARCP.

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American Realty Capital Properties, Inc.
Unaudited Pro Forma Condensed Consolidated Balance Sheet
September 30, 2012
(In thousands)

	ARCT III Historical ⁽¹⁾	ARCP Historical ⁽²⁾	Pro Forma Subsequent Acquisition Adjustments ⁽³⁾	Pro Forma Future Acquisition Adjustments ⁽⁴⁾	Pro Forma	Pro Forma Merger Adjustments ⁽⁵⁾	ARCP Pro Forma
Assets							
Real estate investments, at cost:							
Land	\$ 143,346	\$ 28,717	\$ 92,497	\$ 64,203	\$ 328,763	\$ -	\$ 328,763
Buildings, fixtures and improvements	686,724	182,700	467,383	324,416	1,661,223	-	1,661,223
Acquired intangible lease assets	115,268	24,306	75,032	52,081	266,687	-	266,687
Total real estate investments, at cost	945,338	235,723	634,912	440,700	2,256,673	-	2,256,673
Less: accumulated depreciation and amortization	(16,712)	(20,954)	-	-	(37,666)	-	(37,666)
Total real estate investments, net	928,626	214,769	634,912	440,700	2,219,007	-	2,219,007
Cash and cash equivalents	691,674	3,779	(524,393)	(115,700)	55,360	(2,085) ⁽⁶⁾	53,275
Investment securities, at fair value	8,089	-	-	-	8,089	-	8,089
Restricted cash	1,212	-	-	-	1,212	-	1,212
Prepaid expenses and other assets	7,822	3,015	-	-	10,837	2,085 ⁽⁶⁾	12,922
Receivable for issuance of common stock	4,320	-	-	-	4,320	-	4,320
Deferred costs, net	11,644	4,204	-	-	15,848	-	15,848
Assets held for sale	-	812	-	-	812	-	812
Total assets	\$ 1,653,387	\$ 226,579	\$ 110,519	\$ 325,000	\$2,315,485	\$ -	\$2,315,485
Liabilities and Equity							
Mortgage notes payable	\$ 156,730	\$ 35,760	\$ 72,630	\$ -	\$ 265,120	\$ -	\$ 265,120
Derivatives, at fair value	4,122	-	-	-	4,122	-	4,122
Senior secured revolving credit facility	-	91,090	33,514	-	124,604	-	124,604
Credit facility	-	-	-	325,000 ⁽⁷⁾	325,000	631,263 ⁽⁸⁾	956,263
Accounts payable and accrued expenses	3,163	1,276	-	-	4,439	-	4,439
Deferred rent	1,998	803	-	-	2,801	-	2,801
Distributions payable	9,251	-	-	-	9,251	-	9,251
Total liabilities	175,264	128,929	106,144	325,000	735,337	631,263	1,366,600
Series A convertible preferred stock	-	5	-	-	5	-	5
Series B convertible preferred stock	-	3	-	-	3	-	3
Preferred stock	-	-	-	-	-	-	-
Common stock	1,753	112	-	-	1,865	(587) ⁽⁹⁾	1,278
Additional paid-in capital	1,537,766	101,325	-	-	1,639,091	(700,115) ⁽¹⁰⁾	938,976
Accumulated other comprehensive loss	(4,088)	(13)	-	-	(4,101)	-	(4,101)
Accumulated deficit	(60,308)	(13,295)	-	-	(73,603)	-	(73,603)
Total stockholders' equity	1,475,123	88,137	-	-	1,563,260	(700,702)	862,558
Non-controlling interests	3,000	9,513	4,375	-	16,888	69,439 ⁽¹¹⁾	86,327
Total equity	1,478,123	97,650	4,375	-	1,580,148	(631,263)	948,885
Total liabilities and equity	\$ 1,653,387	\$ 226,579	\$ 110,519	\$ 325,000	\$2,315,485	\$ -	\$2,315,485

American Realty Capital Properties, Inc.
Notes to Consolidated Pro Forma Balance Sheet

Pro Forma Consolidated Balance Sheet as of September 30, 2012:

- (1) Reflects the historical Balance Sheet of American Realty Capital Trust III, Inc. for the period indicated.
- (2) Reflects the historical Balance Sheet of American Realty Capital Properties, Inc. for the period indicated.

Adjustments and pro forma balances represent amounts for properties acquired by ARCP and ARCT III from October 1, 2012 to December 31, 2012 as if they had been acquired as of the beginning of the period with related financing thereon. All properties acquired during this period were net leased properties whereby the tenant is responsible for all operating expenses of the property. Allocations of the purchase price of the property between asset categories is based on allocations of similar types of assets acquired previously by the companies. In accordance with U.S. GAAP, ARCP has one year to finalize the allocation of the purchase price between the various classes of assets.

(4) Adjustments and pro forma balances represent amounts for properties probable to be acquired by ARCP and ARCT III as if they had been acquired as of the beginning of the period with related financing

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thereon. All properties probable to be acquired are net leased properties whereby the tenant is responsible for all operating expenses of the property. Allocations of the purchase price of the property between asset categories is based on allocations of similar types of assets acquired previously by the companies.

- (5) Adjustments and pro forma balances based on the offering of 0.95 shares of ARCP' s common stock for every share of ARCT III' s common stock in addition to other arrangements made with ARCP' s advisor in conjunction with the merger.

- (6) In conjunction with the merger and internalization of certain functions now performed by the advisor, ARCP agreed to acquire certain corporate furniture, fixtures, equipment and other assets for \$2.0 million. An additional \$3.8 million will be paid for transaction and offering-related costs in conjunction with the merger.

- (7) Property acquisitions will be partially financed with proceeds from ARCP' s line of credit. ARCP has obtained commitments for a credit facility of up to \$1 billion for the funding of such purchases.

- (8) The merger agreement provides for the purchase of up to 30% of the outstanding shares of ARCT III' s common stock at \$12.00 per share. Based on the 175.4 million shares outstanding at September 30, 2012, the cost of acquiring 30% of the outstanding shares would be \$631.3 million. ARCP has obtained commitments for a credit facility of up to \$1 billion for the funding of such share repurchases.

- (9) Represents the exchange of 70% of 175.4 million shares of ARCT III shares of common stock at an exchange rate of 0.95 to 116.6 million shares of ARCP common stock. For pro forma financial statement purposes it was assumed that as provided for in the merger agreement, 30% of the outstanding shares of ARCT III shares are exchanged for cash at \$12.00 per common share.

- (10) Purchase of 30% of outstanding shares for cash at \$12.00 per share \$ 631,263

Issuance of OP units to the sponsor of ARCT III^(a) 69,439

Less: The par value of the exchanged shares of ARCT III common stock net of ARCP shares issued (587)

\$ 700,115

- (a) See note (11) regarding the issuance of OP units to the sponsor of ARCT III.

- (11) The sponsor of ARCT III is entitled a fee based on the achievement of certain total return to the ARCT III stockholders. This estimated calculation is based on the number of shares of ARCT III outstanding and the closing common stock price of ARCP shares on January 3, 2012 of \$13.42 per share. The actual amount to be paid will not be known until the merger date. The fee will be paid in OP units which represent equity interests in the operations of ARCP.

American Realty Capital Properties, Inc.

Unaudited Pro Forma Condensed Consolidated Statement of Operations

For the Nine Months Ended September 30, 2012

The following unaudited pro forma Consolidated Statements of Operations are presented as if ARCT III and ARCP merged at the beginning of each period presented. These financial statements should be read in conjunction with the unaudited pro forma Condensed Consolidated Balance Sheet and ARCP' s historical financial statements and notes thereto in this prospectus supplement and the documents incorporated by reference herein. The pro forma Consolidated Statements of Operations are unaudited and are not necessarily indicative of what the actual operations would have been had ARCP consummated this transaction at the beginning of the periods nor does it purport to present the future operations of ARCP.

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American Realty Capital Properties, Inc.

Unaudited Pro Forma Condensed Consolidated Statement Of Operations and Comprehensive Loss

For the nine months ended September 30, 2012

(In thousands except per share data)

	ARCT III Historical ⁽¹⁾	ARCP Historical ⁽²⁾	Pro Forma Acquisition Adjustments ⁽³⁾	Pro Forma Subsequent Acquisition Adjustments ⁽⁴⁾	Pro Forma Future Acquisition Adjustments ⁽⁵⁾	Pro Forma	Pro Forma Other Adjustments ⁽⁶⁾	ARCP Pro Forma
Revenues:								
Rental income	\$ 24,948	\$ 10,997	\$ 34,977 ⁽⁷⁾	\$ 37,265 ⁽⁷⁾	\$ 26,062 ⁽⁷⁾	\$ 134,249	–	\$ 134,249
Operating expense reimbursements	598	175	–	–	–	773	–	773
Total revenues	25,546	11,172	34,977	37,265	26,062	135,022	–	135,022
Operating expenses:								
Acquisition and transaction related	24,087	3,297	–	–	–	27,384	(16,778) ⁽¹²⁾	10,606
Property operating	1,102	555	–	–	–	1,657	–	1,657
Operating fees to affiliates	212	–	–	2,381	1,653	4,246	4,138 ⁽¹³⁾	8,384
General and administrative	797	1,530	–	–	–	2,327	– ⁽¹⁴⁾	2,327
Depreciation and amortization	16,213	6,092	24,990 ⁽⁸⁾	25,425 ⁽⁸⁾	10,714 ⁽⁸⁾	83,434	–	83,434
Total operating expenses	42,411	11,474	24,990	27,806	12,367	119,048	(12,640)	106,408
Operating income (loss)	(16,865)	(302)	9,987	9,459	13,695	15,974	12,640	28,614
Other income (expenses):								
Interest expense	(4,723)	(2,873)	(868) ⁽⁹⁾	(2,547) ⁽⁹⁾	(5,972) ⁽⁹⁾	(16,983)	(11,599) ⁽¹⁵⁾	(28,582)
Other income, net	273	–	232 ⁽¹⁰⁾	–	–	505	–	505
Total other expenses	(4,450)	(2,873)	(636)	(2,547)	(5,972)	(16,478)	(11,599)	(28,077)
Income (loss) from continuing operations	(21,315)	(3,175)	9,351	6,912	7,723	(504)	1,041	537
Net income (loss) from continuing operations attributable to non-controlling interests	–	141	(851) ⁽¹¹⁾	(629) ⁽¹¹⁾	(703) ⁽¹¹⁾	(2,042)	1,993 ⁽¹¹⁾	(49)
Net income (loss) from continuing operations attributable to stockholders	(21,315)	(3,034)	8,500	6,283	7,020	(2,546)	3,034	488
Discontinued operations:								
Income (loss) from operations of held for sale properties	–	(12)	–	–	–	(12)	–	(12)
Loss on held for sale properties	–	(452)	–	–	–	(452)	–	(452)
Net loss from discontinued operations	–	(464)	–	–	–	(464)	–	(464)
Net from discontinued operations attributable to non-controlling interests	–	24	–	–	–	24	–	24
Net from discontinued operations attributable to stockholders	–	(440)	–	–	–	(440)	–	(440)
Net income (loss)	(21,315)	(3,639)	9,351	6,912	7,723	(968)	1,041	73
Net income (loss) attributable to non-controlling interests	–	165	(851)	(629)	(703)	(2,018)	1,993	(25)
Net income (loss) attributable to stockholders	\$ (21,315)	\$ (3,474)	\$ 8,500	\$ 6,283	\$ 7,020	\$ (2,986)	\$ 3,034	\$ 48
Earnings per share:								
Basic	\$ (0.30)	\$ (0.43)						\$ 0.00
Fully Diluted	\$ (0.30)	\$ (0.43)						\$ 0.00
Weighted average common shares:								
Basic	72,007,149	8,543,365						125,151,702
Fully Diluted	72,024,549	9,508,246						131,290,871

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American Realty Capital Properties, Inc.

Unaudited Pro Forma Condensed Consolidated Statement Of Operations and Comprehensive Loss

For the year ended December 31, 2011

(In thousands except per share data)

	ARCT III Historical ⁽¹⁾	ARCP Historical ⁽²⁾	Pro Forma Acquisition Adjustments ⁽³⁾	Pro Forma	Pro Forma Other Adjustments ⁽⁶⁾	ARCP Pro Forma
Revenues:						
Rental income	\$ 740	\$ 3,022	12,622 ⁽⁷⁾	\$ 16,384	\$ -	\$ 16,384
Operating expense reimbursements	55	153	-	208	-	208
Total revenues	795	3,175	12,622	16,592	-	16,592
Operating expenses:						
Acquisition and transaction related	2,023	1,875	-	3,898	(1,692) ⁽¹²⁾	2,206
Property operating	67	153	-	220	-	220
Operating fees to affiliates	-	-	-	-	1,047 ⁽¹³⁾	1,047
General and administrative	295	440	-	735	-(14)	735
Depreciation and amortization	499	1,612	2,343 ⁽⁹⁾	4,454	-	4,454
Total operating expenses	2,884	4,080	2,343	9,307	(645)	8,662
Operating income (loss)	(2,089)	(905)	10,279	7,285	645	7,930
Other income (expenses):						
Interest expense	(36)	(924)	(1,986) ⁽⁷⁾	(2,946)	(156) ⁽¹⁵⁾	(3,102)
Other income, net	1	1	-	2	-	2
Total other expenses	(35)	(923)	(1,986)	(2,944)	(156)	(3,100)
Income (loss) from continuing operations	(2,124)	(1,828)	8,293	4,341	489	4,830
Net income (loss) from continuing operations attributable to non-controlling interests	-	69	(754) ⁽¹¹⁾	(685)	(44) ⁽¹¹⁾	(729)
Net income (loss) from continuing operations attributable to stockholders	(2,124)	(1,759)	7,539	3,656	445	4,101
Discontinued operations:						
Income (loss) from operations of held for sale properties	-	(37)	-	(37)	-	(37)
Loss on held for sale properties	-	(815)	-	(815)	-	(815)
Net loss from discontinued operations	-	(852)	-	(852)	-	(852)
Net from discontinued operations attributable to non-controlling interests	-	36	-	36	-	36
Net from discontinued operations attributable to stockholders	-	(816)	-	(816)	-	(816)
Net income (loss)	(2,124)	(2,680)	8,293	3,489	489	3,978
Net income (loss) attributable to non-controlling interests	-	105	(754)	(649)	(44)	(693)
Net income (loss) attributable to stockholders	<u>\$ (2,124)</u>	<u>\$ (2,575)</u>	<u>\$ 9,047</u>	<u>\$ 2,840</u>	<u>\$ 445</u>	<u>\$ 3,285</u>
Earnings per share:						
Basic	\$ (1.20)	\$ (1.26)				\$ 1.02
Fully Diluted	\$ (1.20)	\$ (1.26)				\$ 1.02
Weighted average common shares:						
Basic	1,763,190	2,045,320				3,217,842
Fully Diluted	1,769,190	2,531,720				3,756,355

American Realty Capital Properties, Inc.

Notes to Consolidated Pro Forma Statements of Operations

- (1) Reflects the historical Statement of Operations of ARCT III for the period indicated.
- (2) Reflects the historical Statement of Operations of ARCP for the period indicated.
- (3) Adjustments reflect the annualization of certain income and expense items for property acquisitions made in 2011 and up to October 31, 2012 as if they were made at the beginning of each period.
- (4) Adjustments and pro forma balances reflect income and expenses related to properties acquired by ARCP and ARCT III from October 1, 2012 to December 31, 2012 as if they had been acquired as of the beginning of the period with related financing

thereon. All properties acquired during this period were net leased properties whereby the tenant is responsible for all operating expenses of the property.

- (5) Adjustments and pro forma balances reflect income and expenses related to properties probable to be acquired by ARCP and ARCT III as if they had been acquired as of the beginning of the period with

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- related financing thereon. All properties probable to be acquired are net leased properties whereby the tenant is responsible for all operating expenses of the property.
- (6) Adjustments and pro forma balances based on the offering of 0.95 shares of ARCP' s common stock for every share of ARCT III' s common stock in addition to other arrangements made with ARCP' s advisor in conjunction with the merger.
- Rental income, operating expense reimbursements and property operating expense adjustments reflect income and expenses for
- (7) properties as if all properties were acquired during the periods by ARCP and ARCT III were acquired at the beginning of each period.
- (8) Depreciation and amortization expense adjustment reflects the expense that would have been recorded if all properties acquired by ARCP and ARCT III during each period had been acquired as of the beginning of each period.
- Interest expense adjustment reflects the expense that would have been recognized had the properties for which the funding was
- (9) used been acquired by ARCP and ARCT III during each period had been acquired as of the beginning of each period. Amounts were calculated based on ending period debt balances and average interest rates for lines of credit and mortgage loans.
- (10) Adjustment reflects the annualization of income related to certain marketable securities made mid-period as if they had been purchased at the beginning of the period.
- (11) Non-controlling interest adjustment reflects interests of operating partnership unit holders including those issued to the sponsor of ARCT III in conjunction with the merger.
- Acquisition and transaction related adjustment relates to contractual charges from the advisor for property acquisitions which will no longer be charged in accordance with the revised advisor agreement. Adjustment does not include approximately \$69.4 million of estimated fees to be paid in OP Units to the sponsor in conjunction with the merger and \$27.0 million of estimated merger related costs mainly related to investment banker, legal and accounting fees.
- (12)
- Operating fees to affiliate adjustment relates to all asset management fees incurred under the arrangement regardless of whether
- (13) such fees were previously waived. The contractual asset management fee is based on 0.50% (annualized) of real estate investments, at cost, up to \$3.0 billion. The fee decreases to 0.40% (annualized) of real estate investments above \$3.0 billion.
- General and administrative expenses exclude certain costs such as salary and benefits for certain property acquisition, accounting and property management personnel which will be borne by ARCP after the merger as well as certain additional costs that may be incurred to manage a larger public company such as legal, accounting, insurance and other costs. Total general and administrative expenses are expected to increase approximately \$1.0 million annually.
- (14)
- Interest expense adjustment reflects interest on an additional \$631.3 million borrowing on ARCP' s committed line of credit at the expected interest rate of 2.45%. The estimate reflects the expected repurchase of up to 30% of the outstanding shares of
- (15) ARCT III' s common stock at \$12.00 per share as provided for in the merger agreement. ARCP has obtained commitments for a credit facility of up to \$1 billion for the funding of such share purchases.

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American Realty Capital Properties, Inc.
Unaudited Pro Forma Funds From Operations and Adjusted Funds From Operations
For the nine months ended September 30, 2012
(In thousands except per share data)

	ARCT III Historical	ARCP Historical	Combined Historical	ARCP Pro Forma
Net loss attributable to stockholders (in accordance with GAAP)	\$ (21,315)	\$ (3,474)	\$(24,789)	\$ 73
Loss on held for sale properties	–	428	428	428
Depreciation and amortization	16,212	5,717	21,929	83,434
Total funds from operations (FFO)	(5,103)	2,671	(2,432)	83,935
Adjustments:				
Acquisition and transaction related costs	24,087	3,060	27,147	10,606
Amortization of above-market lease asset	–	52	52	152
Amortization of deferred financing costs	696	495	1,191	1,191
Straight-line rent	(592)	(555)	(1,147)	(5,698)
Mark-to-market adjustments	91	–	91	91
Non-cash equity compensation expense	45	792	837	837
Total adjusted funds from operations (AFFO)	<u>\$ 19,224</u>	<u>\$ 6,515</u>	<u>\$ 25,739</u>	<u>\$ 91,114</u>
Weighted average common shares:				
Basic	72,007,149	8,543,365		125,151,702
Diluted	72,024,549	9,508,246		131,290,871
FFO per share:				
Basic	\$ (0.07)	\$ 0.31		\$ 0.67
Diluted	\$ (0.07)	\$ 0.28		\$ 0.64 ⁽¹⁾
AFFO per share:				
Basic	\$ 0.27	\$ 0.76		\$ 0.73
Diluted	\$ 0.27	\$ 0.69		\$ 0.69

Previously issued guidance of annualized FFO of \$0.91 to \$0.95 per share, fully diluted, was based on run-rate statement of operations balances and excluded acquisition and transaction costs from net income as they are not expected to continue at the current rate in future periods. Excluding acquisition and transaction costs from net income, FFO would be \$0.72 per share, fully diluted, for the nine month period or \$0.96 on an annualized basis.

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The Offering

Issuer	American Realty Capital Properties, Inc.
Common stock offered	1,800,000 shares of common stock (plus up to an additional 270,000 shares of our common stock that we may issue and sell upon the exercise of the underwriters' over-allotment option)
Common stock to be outstanding after this offering	12,957,643 shares of common stock ⁽¹⁾
Use of Proceeds	We intend to use the net proceeds from this offering (a) to fund potential property acquisitions, including the cash portion of approximately \$54.8 million of acquisitions of properties under agreement, as described in "Pending Acquisitions" on page S-2 of this prospectus supplement, (b) to repay outstanding indebtedness under one or more of (i) our existing senior secured revolving credit facility, (ii) a proposed senior secured interim bridge credit facility to be provided to our operating partnership, (iii) after consummation of our merger with ARCT III, ARCT III's \$1.0 billion credit facility described on p. S-16 of this prospectus supplement under "Risk Factors – If the proposed credit facility transactions to not close...," and (iv) after consummation of our merger with ARCT III, ARCT III's \$200.0 million bridge facility also described on p. S-16 of this prospectus supplement, and (c) for other general corporate purposes. See "Use of Proceeds" on page S-21 of this prospectus supplement.
NASDAQ Symbol	"ARCP"
Risk Factors	Before making an investment decision, investors should carefully consider the "Risk Factors" beginning on page S-13 of this prospectus supplement, and page 9 of the accompanying prospectus, as well as the other risks and uncertainties described in the documents that we file with the SEC that are incorporated herein or therein by reference.

(1) The number of shares of our common stock to be outstanding after this offering assumes that all the shares offered hereby are sold and is based on 11,157,643 shares of common stock outstanding on January 23, 2012. Includes (a) an aggregate of 11,400 shares of our common stock granted to our three independent directors that are subject to certain vesting restrictions, (b) 83,700 shares of our common stock that are issuable upon conversion of an equal number of shares of our Manager's Stock, which are subject to certain vesting restrictions, and (c) an aggregate of 58,577 shares of our common stock granted to key personnel of an affiliate of our manager, which are subject to certain vesting restrictions. Excludes (a) 270,000 shares subject to the underwriters' over-allotment option, (b) an aggregate of 1,096,400 shares of common stock which are reserved but unissued under the American Realty Capital Properties, Inc. Equity Plan and the American Realty Capital Properties, Inc. Non-Executive Director Stock Plan, (c) 545,454 shares of common stock issuable upon conversion of an equal number of our Series A Convertible Preferred Stock, which can occur at the option of the holder commencing May 11, 2013, and (d) 283,018 shares of common stock issuable upon conversion of an equal number of our Series B Convertible Preferred Stock, which can occur at the option of the holder commencing May 24, 2013.

RISK FACTORS

Investing in our common stock involves risks. Before purchasing the common stock offered by this prospectus supplement you should carefully consider the risks, uncertainties and additional information (i) set forth in our most recent Annual Report on Form 10-K, any subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, which are incorporated, or deemed to be incorporated, by reference into this prospectus supplement and the accompanying prospectus, and in the other documents incorporated by reference in this prospectus supplement that we file with the SEC after the date of this prospectus supplement and which are deemed incorporated by reference in this prospectus supplement and (ii) contained in this prospectus supplement. For a description of these reports and documents, and information about where you can find them, see “Where You Can Find More Information” and “Incorporation of Certain Documents By Reference” in the accompanying prospectus and “Incorporation of Certain Information by Reference” in this prospectus supplement. The risks and uncertainties in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus are those that we currently believe may materially affect our company. Additional risks not presently known or that are currently deemed immaterial could also materially and adversely affect our financial condition, results of operations, business and prospects.

Risks Related to This Offering

Purchasers in this offering will experience immediate dilution in the net tangible book value of their investment.

Purchasers of our common stock in this offering will experience an immediate dilution in the net tangible book value of the common stock purchased in this offering because the price per share of common stock in this offering is substantially higher than the net tangible book value of each share of common stock outstanding immediately after this offering. Our net tangible book value on a pro forma basis assuming the completion of this offering as of September 30, 2012 was approximately \$96.3 million, or \$9.31 per share of common stock. Based on the public offering price of \$13.47 per share in this offering, if you purchase shares of common stock in this offering, you will suffer immediate and substantial dilution of \$4.16 per share in the net tangible book value of the common stock.

On a pro forma basis at September 30, 2012, after giving effect to the proposed merger of us with ARCT III, our pro forma tangible net book value would have been \$5.49 per share including common and preferred shares. This would represent an increase in pro forma tangible net book value attributable to the sale of shares of common stock to new investors of \$0.10 per share and an immediate dilution in pro forma tangible net book value of \$7.88 per share.

Holders of our debt or preferred stock have liquidation and other rights that are senior to the rights of the holders of our common stock, and any future issuance of debt or preferred stock could adversely affect the market price of our common stock.

As of January 23, 2013, we had approximately \$160.3 million of outstanding indebtedness. On the date of this prospectus supplement, we had 545,454 shares of our Series A Convertible Preferred Stock and 283,018 shares of our Series B Convertible Preferred Stock issued and outstanding. Holders of our debt and preferred stock have liquidation and other rights that are senior to the rights of the holders of our common stock. Upon any voluntary or involuntary liquidation, dissolution or winding up, payment will be made to holders of our debt and preferred stock, including our Series A Convertible Preferred Stock and our Series B Convertible Preferred Stock, before any payment is made to the holders of our common stock. This will reduce the amount of our assets, if any, available for distribution to holders of our common stock. Because our decision to issue debt and preferred stock is dependent on market conditions and other factors that may be beyond our control, we cannot predict or estimate the amount, timing or nature of our future issuances. Any such future issuance could reduce the market price of our common stock.

Risk Factors Relating to the Mergers

The exchange ratio is fixed and will not be adjusted in the event of any change in either our or ARCT III's stock price.

Upon the consummation of the mergers, each share of ARCT III common stock will be converted into the right to receive, at the election of the holder of such share of ARCT III common stock, (a) 0.95 of a share

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of our common stock, with cash paid in lieu of fractional shares, or (b) cash equal to \$12.00, at the election of ARCT III stockholders (subject to proration in accordance with the merger agreement). The stock exchange ratio was fixed in the merger agreement and will not be adjusted for changes in the market price of our common stock or the value of ARCT III common stock. Changes in the price of our common stock prior to the mergers will affect the market value of the merger consideration that ARCT III stockholders electing to receive our common stock will receive on the date of the mergers. Stock price changes may result from a variety of factors (many of which are beyond our control), including the following factors:

- market reaction to the announcement of the mergers and the prospects of the combined company;
- changes in our respective businesses, operations, assets, liabilities and prospects;
- changes in market assessments of the business, operations, financial position and prospects of either company;
- market assessments of the likelihood that the mergers will be completed;
- interest rates, general market and economic conditions and other factors generally affecting the price of our and ARCT III's common stock;
- federal, state and local legislation, governmental regulation and legal developments in the businesses in which we and ARCT III operate; and
- other factors beyond the control of us and ARCT III, including those described or referred to elsewhere in this "Risk Factors" section.

The price of our common stock at the consummation of the mergers may vary from its price on the date the merger agreement was executed, on the date of this prospectus supplement and on the date of the special meetings of us and ARCT III. As a result, the market value of the merger consideration represented by the stock exchange ratio will also vary. For example, based on the range of closing prices of ARCP common stock during the period from December 14, 2012, the last trading day before public announcement of the mergers, through January 23, 2013, the latest practicable date before the date of this prospectus supplement, the exchange ratio of 0.95 shares of our common stock represented a market value ranging from a low of \$12.10 to a high of \$13.39.

In addition, the value of ARCT III common stock at the consummation of the mergers may vary from its value on the date the merger agreement was executed, on the date of this prospectus supplement and on the date of the special meetings of us and ARCT III. As a result, the market value of ARCT III common stock could be more or less than \$12.00, which represents the merger consideration payable if an ARCT III stockholder elects to receive cash (subject to any proration, as discussed herein).

The merger of us and ARCT III and related transactions are subject to approval by stockholders of both us and ARCT III.

In order for the merger of us and ARCT III to be completed, ARCT III stockholders must approve the merger of us and ARCT III and the other transactions contemplated by the merger agreement, which requires the affirmative vote of the holders of at least a majority of the outstanding shares of ARCT III common stock entitled to vote on such proposal. In addition, while a vote of our stockholders is not required to approve the merger of us and ARCT III, our stockholders' approval is required under applicable NASDAQ rules in order for us to be authorized to issue the shares of our common stock to ARCT III stockholders as part of the merger consideration. Approval of the issuance of shares of our common stock to ARCT III stockholders under NASDAQ rules requires approval of at least a majority of the total votes cast, provided that the total votes cast represent at least a majority of the outstanding shares of our common stock entitled to vote on such proposal. If either or both of these required votes is not obtained by May 31, 2013 (subject to our right and the right of ARCT III to extend such date by up to 60 days), the mergers may not be consummated. The failure to achieve expected benefits and unanticipated costs relating to the mergers could reduce our financial performance.

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Your ownership position will be diluted by the merger of us and ARCT III.

The merger of us and ARCT III will dilute the ownership position of our stockholders at the time they are consummated. Following the issuance of shares of our common stock to ARCT III stockholders pursuant to the merger agreement, assuming 70% of the merger consideration is paid in the form of shares of our common stock, our stockholders and the former ARCT III stockholders are expected to hold approximately 9% and 91%, respectively, of the combined company's common stock outstanding immediately after the merger of us and ARCT III, based on the number of shares of common stock of each of us and ARCT III currently outstanding and various assumptions regarding share issuances by each of us and ARCT III prior to the effective time of the mergers (provided, however, such dilution could be greater than described herein depending on the number of shares of ARCT III common stock with respect to which ARCT III stockholders make stock elections). Consequently, our stockholders, as a general matter, will have less influence over our management and policies after the mergers than they exercise over our management and policies immediately prior to the mergers.

If the mergers do not occur, we may incur payment obligations to ARCT III.

If the merger agreement is terminated under certain circumstances, we may be required to pay ARCT III up to \$10 million in expense reimbursement.

Failure to complete the mergers could negatively impact our future business and financial results.

If the mergers are not completed, our ongoing businesses could be adversely affected and we will be subject to several risks, including the following:

our being required, under certain circumstances, to pay to ARCT III up to \$10 million in expense reimbursement;

our having to pay certain costs relating to the proposed mergers, such as legal, accounting, financial advisor, filing, printing and mailing fees; and

the diversion of management focus and resources from operational matters and other strategic opportunities while working to implement the mergers.

If the mergers are not completed, these risks could materially affect our business, financial results and stock price.

The pendency of the mergers could adversely affect our business and operations.

In connection with the pending mergers, some of our customers or vendors may delay or defer decisions, which could negatively impact our revenues, earnings, cash flows and expenses, regardless of whether the mergers are completed. In addition, due to operating covenants in the merger agreement, we may be unable, during the pendency of the mergers, to pursue certain strategic transactions, undertake certain significant capital projects, undertake certain significant financing transactions and otherwise pursue other actions that are not in the ordinary course of business, even if such actions would prove beneficial.

The merger agreement contains provisions that grant the ARCT III board of directors with a general ability to terminate the merger agreement based on the exercise of the directors' duties.

ARCT III may terminate the merger agreement if its board of directors determines in good faith, after consultation with outside legal counsel, that failure to change its recommendation with respect to the mergers (and to terminate the merger agreement) would be inconsistent with the directors' duties under applicable law. If the mergers are not completed, our ongoing businesses could be adversely affected and we will be subject to several risks, including the risks described elsewhere in this "Risk Factors" section.

There may be unexpected delays in the consummation of the mergers, which could impact our ability to timely achieve the benefits associated with the mergers.

The mergers are expected to close during the first quarter of 2013 assuming that all of the conditions in the merger agreement are satisfied or waived. The merger agreement provides that either we or ARCT III may terminate the merger agreement if the mergers have not occurred by May 31, 2013 (subject to our right and

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the right of ARCT III to extend this date by up to 60 days). Certain events may delay the consummation of the mergers. Some of the events that could delay the consummation of the mergers include difficulties in obtaining the approval of ARCT III or our stockholders or satisfying the other closing conditions to which the mergers are subject.

The mergers are subject to a number of conditions which, if not satisfied or waived, would adversely impact our ability to complete the transactions.

The mergers, which are expected to close during the first quarter of 2013, are subject to certain closing conditions, including, among other things (a) amendment and restatement of our management agreement, (b) the approval of the merger by at least 50% of all the votes entitled to be cast on the matter by the holders of all of ARCT III' s outstanding shares of common stock, (c) the approval of the issuance of our common stock to the ARCT III stockholders of at least a majority of the votes cast by our stockholders (provided the total number of votes cast constitutes a quorum), (d) the accuracy of the other parties' representations and warranties and compliance with covenants, subject in each case to materiality standards, and (e) delivery of tax opinions. There can be no assurance these conditions will be satisfied or waived, if permitted or the occurrence of any effect, event, development or change will not transpire. Therefore, there can be no assurance with respect to the timing of the closing of the mergers or whether the mergers will be completed at all.

If the proposed credit facility transactions do not close, we will need to replace the funding that will be used to finance a portion of the cash consideration and other merger costs.

We will need additional funding to consummate the mergers. We intend to pay for cash elections by ARCT III stockholders using a combination of (i) ARCT III' s and our available cash on hand and (ii) \$1.2 billion of financing, consisting of a \$1.0 billion credit facility (under which ARCT III has obtained commitments for \$650.0 million, and which contains an "accordion" feature to allow ARCT III, under certain circumstances, to increase the commitments thereunder by \$350.0 million), borrowings under which will be subject to borrowing base availability, and a \$200.0 million bridge facility (of which \$200.0 million is committed but subject to reduction to the extent the committing lender provides a commitment under the credit facility described above). These commitments are subject to customary conditions for these types of financings, including, but not limited to (1) the completion of due diligence review of the assets, liabilities and properties of us and the ARCT III Operating Partnership and their respective subsidiaries, (2) the negotiation and execution of definitive loan documentation, (3) the absence of any change, occurrence or development that has had, or could reasonably be expected to result in, (a) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties or liabilities of us and the ARCT III Operating Partnership and their respective subsidiaries, or (b) a material impairment of the rights and remedies of the respective credit facility lenders and agents under the definitive documentation for such credit facilities, (4) the absence of any material adverse change or material disruption in the loan syndication, financial, banking or capital markets that has impaired or could reasonably be expected to impair the syndication of the credit facilities, (5) the negotiation, execution and delivery of definitive documentation concerning intercreditor arrangements among the respective credit facility lenders and agents and (6) repayment of ARCT III' s existing senior secured credit facility.

There can be no assurance that we will receive the fundings under the credit facilities described above, that we will finance the mergers as anticipated or that we will not subsequently enter into alternative financing arrangements, including debt or equity financing or the potential sales of properties to third parties, to fund all or a portion of the cash consideration and other merger costs. If the funding transactions are not consummated, we will need to finance a portion of the cash consideration and other merger costs by other means, which may result in our incurring increased interest and fees, and being subject to different terms and conditions generally on any such replacement financing. The interest rate, fees payable and terms and conditions generally, on any such replacement financing will depend on prevailing market conditions at the time. If we are unable to obtain adequate funding for the cash consideration and other merger costs, we will be unable to consummate the mergers.

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An adverse judgment in a lawsuit challenging the mergers may prevent the mergers from becoming effective or from becoming effective within the expected timeframe.

If any purported stockholders file lawsuits challenging the mergers, we cannot assure you as to the outcome of these lawsuits, including the costs associated with defending these claims or any other liabilities that may be incurred in connection with the litigation or settlement of these claims. If plaintiffs are successful in obtaining an injunction prohibiting the parties from completing the mergers on the agreed-upon terms, such an injunction may prevent the completion of the mergers in the expected time frame, or may prevent them from being completed altogether. Whether or not the plaintiffs' claims are successful, this type of litigation is often expensive and diverts management's attention and resources, which could adversely affect the operation of our businesses.

Risk Factors Relating to Us Following the Mergers

We expect to incur substantial expenses related to the mergers.

We expect to incur substantial expenses in connection with completing the mergers and integrating the business, operations, networks, systems, technologies, policies and procedures of ARCT III that we are acquiring with ours. There are several systems that must be integrated, including accounting and finance and asset management. While we have assumed that a certain level of transaction and integration expenses would be incurred, there are a number of factors beyond our control that could affect the total amount or the timing of our integration expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately at the present time. As a result, the transaction and integration expenses associated with the mergers could, particularly in the near term, exceed the savings that we expect to achieve from the elimination of duplicative expenses and the realization of economies of scale and cost savings related to the integration of the businesses following the completion of the mergers.

American Realty Capital Advisors III, LLC, or the ARCT III Advisor, will only provide support for a limited period of time under the Second Amended and Restated Advisory Agreement, dated as of November 13, 2012, by and among ARCT III, the ARCT III Advisor and the ARCT III Operating Partnership, or the ARCT III Advisory Agreement.

The ARCT III Advisory Agreement, which requires the ARCT III Advisor to provide certain services to ARCT III, including asset management, advisory services, and other essential services, has been terminated and will expire 60 days following the consummation of the mergers, which we anticipate will occur during the first quarter of 2013. To the extent the employees and infrastructure of the combined company cannot adequately provide any such services to the combined company after the expiration of the ARCT III Advisory Agreement, the operations and the market price of the combined company's common stock would be adversely affected.

Following the mergers, the combined company may be unable to integrate successfully the businesses of us and ARCT III and realize the anticipated benefits of the mergers or do so within the anticipated timeframe.

The mergers involve the combination of two companies which currently operate as independent public companies. Even though the companies are operationally similar, the combined company will be required to devote significant management attention and resources to integrating their business practices and operations. It is possible that the integration process could result in the distraction of the combined company's management, the disruption of the combined company's ongoing business or inconsistencies in the combined company's operations, services, standards, controls, procedures and policies, any of which could adversely affect the ability of the combined company to maintain relationships with tenants, vendors and employees or to fully achieve the anticipated benefits of the mergers.

The future results of the combined company will suffer if the combined company does not effectively manage its expanded operations following the mergers.

Following the mergers, the combined company likely will continue to expand its operations through additional acquisitions and other strategic transactions, some of which may involve complex challenges. The future success of the combined company will depend, in part, upon its ability to manage its expansion

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opportunities, integrate new operations into its existing business in an efficient and timely manner, successfully monitor its operations, costs, regulatory compliance and service quality, and maintain other necessary internal controls. The combined company cannot assure you that its expansion or acquisition opportunities will be successful, or that the combined company will realize its expected operating efficiencies, cost savings, revenue enhancements, synergies or other benefits.

The market price of our common stock may decline as a result of the mergers.

The market price of our common stock may decline as a result of the mergers if the combined company does not achieve the perceived benefits of the mergers as rapidly or to the extent anticipated by financial or industry analysts, or the effect of the mergers on our financial results is not consistent with the expectations of financial or industry analysts.

In addition, following the effective time of the mergers, our stockholders and former ARCT III stockholders will own interests in a combined company operating an expanded business with a different mix of properties, risks and liabilities. Current stockholders of our company and ARCT III may not wish to continue to invest in the combined company, or for other reasons may wish to dispose of some or all of their shares of our common stock. If, following the effective time of the mergers, there is selling pressure on our common stock that exceeds demand at the market price, the price of our common stock could decline.

We cannot assure you that we will be able to continue paying dividends at the current rate.

We plan to continue our current monthly dividend practices following the mergers. However, stockholders may not receive the same dividends following the mergers for various reasons, including the following:

as a result of the mergers and the issuance of shares of our common stock in connection with the mergers, the total amount of cash required for us to pay dividends at the current rate will increase;

we may not have enough cash to pay such dividends due to changes in our cash requirements, capital spending plans, cash flow or financial position;

decisions on whether, when and in which amounts to make any future distributions will remain at all times entirely at the discretion of our board of directors, which reserves the right to change our dividend practices at any time and for any reason;

we may desire to retain cash to maintain or improve our credit ratings; and

the amount of dividends that our subsidiaries may distribute to us may be subject to restrictions imposed by state law, restrictions that may be imposed by state regulators and restrictions imposed by the terms of any current or future indebtedness that these subsidiaries may incur.

Further, our stockholders have no contractual or other legal right to dividends that have not been declared.

Counterparties to certain significant agreements with us and/or ARCT III may have consent rights in connection with the mergers.

Each of us and ARCT III is party to certain agreements that give the counterparty certain rights, including consent rights, in connection with “change in control” transactions. Under certain of these agreements, the mergers may constitute a “change in control” and, therefore, the counterparty may assert its rights in connection with the mergers. Any such counterparty may request modifications of its agreements as a condition to granting a waiver or consent under those agreements and there can be no assurance that such counterparties will not exercise their rights under the agreements, including termination rights where available. In addition, the failure to obtain consent under one agreement may be a default under agreements and, thereby, trigger rights of the counterparties to such other agreements, including termination rights where available.

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We may incur adverse tax consequences if ARCT III has failed or fails to qualify as a REIT for U.S. federal income tax purposes.

If ARCT III has failed or fails to qualify as a REIT for U.S. federal income tax purposes and the mergers are completed, we may inherit significant tax liabilities and could lose our REIT status should disqualifying activities continue after the mergers.

Our anticipated level of indebtedness will increase upon completion of the mergers and will increase the related risks we now face.

In connection with the mergers, we will incur additional indebtedness and will assume certain indebtedness of ARCT III, as a result of which we will be subject to increased risks associated with such debt financing, including an increased risk that the combined company's cash flow could be insufficient to meet required payments on its debt. As of January 4, 2013, we had indebtedness of \$160.3 million. Taking into account our existing indebtedness, the incurrence of additional indebtedness in connection with the mergers, and the assumption of indebtedness in the mergers, our pro forma consolidated indebtedness as of January 4, 2013, after giving effect to the mergers, would be approximately \$1.3 billion.

Our increased indebtedness could have important consequences to holders of our common stock and preferred stock, including:

increasing our vulnerability to general adverse economic and industry conditions;

limiting our ability to obtain additional financing to fund future working capital, capital expenditures and other general corporate requirements;

requiring the use of a substantial portion of our cash flow from operations for the payment of principal and interest on our indebtedness, thereby reducing our ability to use our cash flow to fund working capital, acquisitions, capital expenditures and general corporate operating requirements;

limiting our flexibility in planning for, or reacting to, changes in our business and our industry; and

putting us at a disadvantage compared to our competitors with less indebtedness.

If we default under a mortgage loan, we may automatically be in default under any other loan that has cross-default provisions, and we may lose the properties securing these loans as a result.

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INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement contains forward-looking statements. You can identify forward-looking statements by the use of forward-looking terminology such as “believes,” “expects,” “may,” “will,” “would,” “could,” “should,” “seeks,” “intends,” “plans,” “projects,” “estimates,” “anticipates,” “predicts,” or “potential” or the negative of these words and phrases or similar words or phrases. You can also identify forward-looking statements by discussions of strategy, plans or intentions. Statements regarding the following subjects may be impacted by a number of risks and uncertainties which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements:

- our use of the proceeds of offerings of securities, including this offering;
- our business and investment strategy;
- our ability to renew leases as they expire;
- the performance and economic condition of our tenants;
- our ability to make additional investments in a timely manner or on acceptable terms;
- current credit market conditions and our ability to obtain long-term financing for our property investments in a timely manner and on terms that are consistent with what we project when we invest in the property;
- the effect of general market, real estate market, economic and political conditions, including the recent economic slowdown and dislocation in the global credit markets;
- our ability to make scheduled payments on our debt obligations;
- our ability to generate sufficient cash flows to make distributions to our stockholders;
- the degree and nature of our competition;
- the availability of qualified personnel;
- our ability to maintain our qualification as a REIT for U.S. federal income tax purposes;
- risks associated with the ability to consummate our merger with ARCT III and the timing of the consummation of the merger;
- the risk that the anticipated benefits from our merger with ARCT III may not be realized or may take longer to realize than expected;
- unexpected costs or unexpected liabilities that may arise from the our merger with ARCT III, whether or not consummated; and
- the factors included in our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q, including those set forth under the headings “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

The forward-looking statements contained in this prospectus supplement and the accompanying prospectus reflect our beliefs, assumptions and expectations of our future performance, taking into account all information currently available to us. These beliefs, assumptions and expectations are subject to risks and uncertainties and can change as a result of many possible events or factors, not all of which are known to us. If a change occurs, our business, financial condition, liquidity and results of operations may vary materially from those expressed in our forward-looking statements. You should carefully consider these risks before you make an investment decision with respect to our common stock.

For more information regarding risks that may cause our actual results to differ materially from any forward-looking statements, see “Risk Factors.” We disclaim any obligation to publicly update or revise any forward-looking statements to reflect changes in underlying assumptions or factors, new information, future events or other changes, except as required by law.

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USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the 1,800,000 shares of common stock in this offering will be approximately \$23.0 million, or approximately \$26.5 million if the underwriters exercise their overallotment option in full, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering (a) to fund potential property acquisitions, including the cash portion of approximately \$54.8 million of acquisitions of properties under agreement, as described in “Pending Acquisitions” on page S-[1](#) of this prospectus supplement, (b) to repay outstanding indebtedness under one or more of (i) our existing senior secured revolving credit facility, (ii) a proposed senior secured interim bridge credit facility to be provided to our operating partnership, (iii) after consummation of our merger with ARCT III, ARCT III’s \$1.0 billion credit facility described on p. S-[16](#) of this prospectus supplement under “Risk Factors – If the proposed credit facility transactions do not close...,” and (iv) after consummation of our merger with ARCT III, ARCT III’s \$200.0 million bridge facility also described on p. S-[16](#) of this prospectus supplement, and (c) for other general corporate purposes. Our senior secured revolving credit facility is scheduled to mature on September 7, 2014. As of December 31, 2012, \$124.6 million was outstanding under our senior secured revolving credit facility. Any loan made under the senior secured revolving credit facility will bear floating interest at per annum rates equal to the one month London Interbank Offered Rate plus 2.15% to 2.90% depending on our loan to value ratio as specified in the agreement for the facility. Pending application of the net proceeds of this offering, we may invest the net proceeds in short-term income-producing investments.

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DILUTION

Purchasers of our common stock offered by this prospectus supplement will experience dilution to the extent of the difference between the public offering price per share and the tangible net book value per share. On a pro forma basis at September 30, 2012, after giving effect to the receipt by us of the net proceeds from this offering, the deduction of the underwriting discounts and commissions, and estimated offering expenses payable by us, our pro forma tangible net book value would have been \$96.3 million or \$9.31 per share including common and preferred shares. This would represent an increase in pro forma tangible net book value attributable to the sale of shares of common stock to new investors of \$0.73 per share and an immediate dilution in pro forma tangible net book value of \$4.16 per share from the public offering price of \$13.47 per share. The following table⁽¹⁾ illustrates this per share dilution:

Public offering price per share	\$13.47
Tangible net book value per share as of September 30, 2012	8.58
Increase in pro forma tangible net book value per share attributable to this offering	0.73
Pro forma tangible net book value per share after this offering	9.31
Dilution in pro forma tangible net book value per share to new investors⁽²⁾⁽³⁾	<u>\$ 4.16</u>

Includes (a) an aggregate of 11,400 shares of our common stock granted to our three independent directors that are subject to certain vesting restrictions, (b) 111,600 shares of our common stock that are issuable upon conversion of an equal number of shares of our Manager's Stock, which are subject to certain vesting restrictions, and (c) an aggregate of 89,927 shares of our common stock granted to key personnel of an affiliate of our Manager, which are subject to certain vesting restrictions. Excludes (1) (a) 270,000 shares subject to the underwriters' over-allotment option, (b) an aggregate of 1,096,997 shares of common stock which are reserved but unissued under the American Realty Capital Properties, Inc. Equity Plan and the American Realty Capital Properties, Inc. Non-Executive Director Stock Plan, (c) 545,454 shares of common stock issuable upon conversion of an equal number of our Series A Convertible Preferred Stock, which can occur at the option of the holder commencing May 11, 2013, and (d) 283,018 shares of common stock issuable upon conversion of an equal number of our Series B Convertible Preferred Stock, which can occur at the option of the holder commencing May 24, 2013.

Assuming all the restricted shares granted to our three independent directors, all the restricted shares of Manager's Stock and the restricted shares held by key personnel of an affiliate of our manager, in each case, had vested on September 30, 2012, new investors would have experienced no additional dilution attributable to such restricted shares. Assuming the underwriters' over-allotment option is exercised in full, new investors would have experienced lower dilution by \$0.02 per share attributable to such additional shares. Assuming all the restricted shares granted to our three independent directors, the shares of our Manager's Stock and the shares of key personnel of an affiliate of our manager, in each case, had vested on September 30, 2012, and the exercise of the underwriters' over-allotment option in full, new investors would have experienced additional dilution of \$0.02 attributable to such restricted and additional shares.

On a pro forma basis at September 30, 2012, after giving effect to the proposed merger of us with ARCT III, our pro forma tangible net book value would have been \$5.49 per share including common and preferred shares. This would represent an increase in pro forma tangible net book value attributable to the sale of shares of common stock to new investors of \$0.10 per share and an immediate dilution in pro forma tangible net book value of \$7.88 per share.

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MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

As a result of the American Taxpayer Relief Act of 2012, certain aspects of the Internal Revenue Code of 1986, as amended, relevant to holders of our common stock as discussed in the “Material U.S. Federal Income Tax Considerations” section of the accompanying prospectus have changed. In particular, (i) the special treatment afforded “qualified dividend income,” which was scheduled to expire for taxable years beginning after December 31, 2012, was extended permanently and (ii) the maximum tax rate applicable to individuals and certain other non-corporate taxpayers on net capital gain recognized on the sale or other disposition of our shares, which was 15% for taxable years beginning before December 31, 2012, was increased permanently to 20%. Additionally, final Treasury Regulations have recently been issued with respect to a 30% withholding tax that may apply to certain types of payments made to “foreign financial institutions” and certain other non-U.S. entities. These final Treasury Regulations confirm the application of such withholding tax to payments of dividends on, and the gross proceeds from a sale or other distribution of, our common stock as described in the “Material U.S. Federal Income Tax Considerations” section of the accompanying prospectus.

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UNDERWRITING

Subject to the terms and conditions in the underwriting agreement, dated as of January 24, 2013, between us and our operating partnership and Ladenburg Thalmann & Co. Inc., Maxim Group LLC, National Securities Corp. and Aegis Capital Corp., or the underwriters, have severally agreed to purchase from us, and we have agreed to sell to the underwriters, the number of shares indicated in the table below:

Underwriter	Number of Shares
Ladenburg Thalmann & Co. Inc.	980,000
Aegis Capital Corp.	380,000
Maxim Group LLC	220,000
National Securities Corp.	220,000
Total	1,800,000

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriter may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

Any underwriter may make a market in the shares of common stock. However, the underwriters are not obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the shares of common stock.

The underwriters are offering the shares of common stock subject to their acceptance of such shares of common stock from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The underwriters have advised us that they propose to offer the shares of common stock to the public at the public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of \$0.28 per share of common stock. After the offering, the public offering price, concession and reallowance to dealers may be reduced by the underwriters. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares of common stock.

	Per Share		Total	
	Without Over-Allotment Option	With Over-Allotment Option	Without Over-Allotment Option	With Over-Allotment Option
Public offering price	\$ 13.47	\$ 13.47	\$ 24,246,000	\$ 27,882,900
Underwriting discount	\$ 0.53	\$ 0.53	\$ 954,000	\$ 1,097,100
Proceeds, before expenses, to us	\$ 12.94	\$ 12.94	\$ 23,292,000	\$ 26,785,000

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We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately \$300,000 (including the advisory fee payable to Realty Capital Securities, LLC and up to \$10,000 for the underwriters' expenses in connection with the expenses of underwriters' counsel with respect to FINRA).

Indemnification of Underwriters

The underwriting agreement provides that we will indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, or contribute to payments that the underwriters may be required to make in respect of those liabilities.

Listing

Shares of our common stock are listed on NASDAQ under the symbol "ARCP."

Over-allotment Option

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of 270,000 additional shares of common stock from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares of common stock proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more shares of common stock than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

We and our officers and directors have agreed, subject to specified exceptions, not to directly or indirectly:

sell, offer, contract or grant any option to sell (including any short sale), pledge, assign, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-1(h) under the Securities and Exchange Act of 1934, as amended, or the Exchange Act, or otherwise dispose of any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or

enter into any swap, hedge or similar arrangement that transfers the economic risk of ownership of shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or

publicly announce an intention to do any of the foregoing,

for a period of 30 days after the date of this prospectus without the prior written consent of Ladenburg Thalmann & Co. Inc., *provided, however* that we may issue:

shares of common stock sold pursuant to our "at-the-market" equity program pursuant to a series of equity distribution agreements with multiple agents, each dated as of January 22, 2013;

shares of common stock under a dividend reinvestment plan;

shares of common stock or options to purchase shares of common stock, or issue shares of common stock upon exercise of options, pursuant to any stock option, stock bonus or other stock plan or arrangement;

shares of common stock in exchange for units of ownership interest in our operating partnership; and

units of ownership interest in our operating partnership (which are redeemable or exchangeable for shares of common stock) solely in conjunction with the acquisition of properties in the ordinary course of our business (but not otherwise issued in conjunction with any financing or capital raising activity).

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This restriction terminates after the close of trading of the shares of common stock on and including the 30 days after the date of this prospectus supplement.

Ladenburg Thalmann & Co. Inc. may, in its sole discretion and at any time or from time to time before the termination of the 30-day period, without public notice, release all or any portion of the securities subject to lock-up agreements.

Stabilization

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, certain persons participating in the offering may engage in transactions, including overallocation, stabilizing bids, syndicate covering transactions or the imposition of penalty bids, which may have the effect of stabilizing or maintaining the market price of the shares of common stock at a level above that which might otherwise prevail in the open market. Overallocation involves syndicate sales in excess of the offering size, which creates a syndicate short position. Establishing short sales positions may involve either “covered” short sales or “naked” short sales.

“Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of common stock or purchasing shares of common stock in the open market. In determining the source of shares of common stock to close out the covered short position, the underwriters will consider, among other things, the price of shares of common stock available for purchase in the open market as compared to the price at which they may purchase shares of common stock through the option to purchase additional shares of common stock.

“Naked” short sales are sales in excess of the option to purchase additional shares of common stock. The underwriters must close out any naked short position by purchasing shares of common stock in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the shares of common stock. A syndicate covering transaction is the bid for or the purchase of shares of common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the shares of common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we nor any of the underwriters makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

The underwriters may also engage in passive market making transactions in our common stock on NASDAQ in accordance with Rule 103 of Regulation M during a period before the commencement of offers or sales of shares of common stock in this offering and extending through the completion of distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker’ s bid, that bid must then be lowered when specified purchase limits are exceeded.

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Electronic Distribution

This prospectus supplement and the accompanying prospectus in electronic format may be made available by e-mail or on the websites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the accompanying prospectus in electronic format, the information on the underwriters' websites and any information contained in any other website maintained by any of the underwriters is not part of this prospectus, has not been approved or endorsed by us or the underwriters and should not be relied upon by investors.

Affiliations

Realty Capital Securities, LLC, a FINRA-registered broker-dealer that is under common control with ARC Properties Advisors, LLC, our manager, will receive an advisory fee from us in an amount equal to 0.50% of the gross proceeds received from this offering (including in connection with any shares of common stock sold pursuant to the underwriters' over-allotment option) in connection with advisory services it has provided in connection with this offering. This fee is deemed to constitute underwriting compensation under FINRA Rule 5110.

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities or instruments of the issuer. The underwriters and certain of their affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

LEGAL MATTERS

Certain legal matters will be passed upon for us by Proskauer Rose LLP, New York, New York and for the agents by McDermott Will & Emery LLP, New York, New York. Venable LLP, Baltimore, Maryland, will issue an opinion to us regarding certain matters of Maryland law, including the validity of the common stock offered hereby.

EXPERTS

The audited financial statements and schedule incorporated by reference in this prospectus supplement and the accompanying prospectus and elsewhere in the registration statement have been so incorporated by reference in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing, in giving said report.

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INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to “incorporate by reference” the information we file with them into this prospectus supplement and the accompanying prospectus, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus supplement and the accompanying prospectus, and later information that we file with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act until this offering is complete (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with SEC rules):

our Annual Report on Form 10-K for the year ended December 31, 2011 filed with the SEC on March 19, 2012;

our Quarterly Report on Form 10-Q for the three months ended March 31, 2012, filed with the SEC on May 9, 2012;

our Quarterly Report on Form 10-Q for the three months ended June 30, 2012, filed with the SEC on July 31, 2012;

our Quarterly Report on Form 10-Q for the three months ended September 30, 2012, filed with the SEC on October 29, 2012;

our Current Reports on Form 8-K or Form 8-K/A, as applicable, filed with the SEC on January 5, 2012, January 12, 2012, January 23, 2012, January 30, 2012, February 27, 2012, March 1, 2012, March 19, 2012, March 27, 2012, March 29, 2012, April 18, 2012, April 27, 2012, May 2, 2012, May 7, 2012, May 8, 2012, May 15, 2012, May 29, 2012, June 1, 2012, June 6, 2012, June 12, 2012, June 13, 2012, June 18, 2012, June 22, 2012, June 27, 2012, July 6, 2012, July 9, 2012, July 11, 2012, July 26, 2012, July 30, 2012, August 1, 2012, August 17, 2012, August 27, 2012, August 31, 2012, September 11, 2012, September 27, 2012, October 1, 2012, October 2, 2012, October 17, 2012, October 23, 2012, October 26, 2012, October 29, 2012, October 31, 2012, November 27, 2012, November 30, 2012, December 17, 2012, December 18, 2012, December 27, 2012, January 3, 2013, January 9, 2013, January 15, 2013, January 18, 2013 and January 22, 2013 (three on this date); and

the description of our common stock included in our registration statement on Form 8-A filed with the SEC on August 1, 2011.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all documents referred to above that have been or may be incorporated by reference into this prospectus supplement but not delivered with this prospectus supplement, excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. Requests for those documents should be directed to us as follows: American Realty Capital Properties, Inc., 405 Park Avenue, New York, New York 10022, Attn: Investor Relations, Telephone: (212) 415-6500.

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PROSPECTUS



AMERICAN REALTY CAPITAL PROPERTIES, INC.

\$500,000,000

Common Stock, Preferred Stock, Debt Securities, Warrants and Units

We may offer, issue and sell from time to time, together or separately, the securities described in this prospectus, at an aggregate public offering price that will not exceed \$500,000,000.

This prospectus describes some of the general terms that apply to the securities. We will provide the specific terms of any securities we may offer in supplements to this prospectus. You should read this prospectus and any applicable prospectus supplement carefully before you invest. We may also authorize one or more free writing prospectuses to be provided to you in connection with the offering. The prospectus supplement and any free writing prospectus also may add, update or change information contained or incorporated in this prospectus.

We may offer and sell these securities to or through one or more underwriters, dealers or agents, or directly to purchasers on a continuous or delayed basis. The prospectus supplement for each offering of securities will describe the plan of distribution for that offering. For general information about the distribution of securities offered, see “Plan of Distribution” in this prospectus. The prospectus supplement also will set forth the price to the public of the securities and the net proceeds that we expect to receive from the sale of such securities.

Our common stock is listed on The NASDAQ Capital Market, or NASDAQ, under the symbol “ARCP.”

Investing in our securities involves risks. You should carefully read and consider “Risk Factors” included in our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q, on page 2 of this prospectus and in the applicable prospectus supplement before investing in our securities.

We impose certain restrictions on the ownership and transfer of our capital stock. You should read the information under the section entitled “Description of Capital Stock – Restrictions on Transfer and Ownership of Stock” in this prospectus for a description of these restrictions.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is January 22, 2013

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You should rely only on the information contained in or incorporated by reference into this prospectus, any applicable prospectus supplement or any applicable free writing prospectus. We have not 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 on it. This prospectus and any applicable prospectus supplement do not constitute an offer to sell, or a solicitation of an offer to purchase, any securities in any jurisdiction to or from any person to whom or for whom it is unlawful to make such offer or solicitation in such jurisdiction. You should assume that the information appearing in this prospectus, any applicable prospectus supplement, any applicable free writing prospectus and the documents incorporated by reference herein or therein is accurate only as of their respective dates or on the date or dates which are specified in these documents. Our business, financial condition, results of operations and prospects may have changed since those dates.

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BASIS OF PRESENTATION

We use certain defined terms throughout this prospectus that have the following meanings:

We use the term “net lease” throughout this prospectus. Under a net lease, the tenant occupying the leased property (usually as a single tenant) does so in much the same manner as if the tenant were the owner of the property. There are various forms of net leases, most typically classified as triple-net or double-net. Triple-net leases typically require the tenant to pay all costs associated with a property, including real estate taxes, insurance, utilities and routine maintenance in addition to the base rent. Double-net leases typically require the tenant to pay all the costs of triple-net leases, but hold the landlord responsible for capital expenditures, including the repair or replacement of specific structural or bearing components of a property, such as the roof or structure of the building. Accordingly, the owner receives the rent “net” of these expenses, rendering the cash flow associated with the lease predictable for the term of the lease. Under a net lease, the tenant generally agrees to lease the property for a significant term and agrees that it will have either no ability or only limited ability to terminate the lease or abate rent prior to the expiration of the term of the lease as a result of real estate-driven events such as casualty, condemnation or failure by the landlord to fulfill its obligations under the lease.

We use the term “credit tenant” throughout this prospectus. When we refer to a “credit tenant,” we mean a tenant that has entered into a lease and that we determine is creditworthy. The term may include tenants with an investment-grade or below investment-grade credit rating or unrated tenants. To the extent we determine that a tenant is a “credit tenant” even though it does not have an investment-grade credit rating, we do so based on ARC’s (as defined below) reasonable determination that a tenant should have the financial wherewithal to honor its obligations under its lease with us. This reasonable determination is based on ARC’s substantial experience closing lease transactions and is made after evaluating all tenant due diligence materials that are made available to us, including financial statements and operating data.

We refer to properties that are leased on a “medium-term basis” throughout this prospectus. When we refer to properties that are leased on a “medium-term basis,” we mean properties originally leased long-term (10 years or longer) that are currently subject to net leases with remaining lease terms of generally three to eight years, on average. We were formed to continue and expand ARC’s business of investing in these types of properties.

We use the term “average annual rent” in this prospectus. When we refer to “average annual rent,” we mean the rental income under our leases reflecting straight-line rent adjustments associated with contractual rent increases in the leases as required by generally accepted accounting principles, as further adjusted to reflect the effect of (i) tenant concessions and abatements such as free rent, as applicable, (ii) in respect of our modified gross leased properties, the effect of operating expense reimbursement revenue less property operating expenses, as applicable, and (iii) with respect to our properties that are subject to ground leases, the effect of ground lease payments.

We use the following terms throughout this prospectus:

“ARC” or “our Sponsor” refers to AR Capital, LLC, a Delaware limited liability company (formerly known as American Realty Capital II, LLC) and its affiliated companies. We are externally managed and advised by our Manager (as defined below), a wholly owned subsidiary of ARC, pursuant to the terms of a management agreement. We also rely on ARC for certain acquisition and debt capital services pursuant to the terms of an acquisition and capital services agreement.

“our Manager” refers to ARC Properties Advisors, LLC, a Delaware limited liability company, our external manager.

“ARC Predecessor Companies” refers to ARC Income Properties, LLC and ARC Income Properties III, LLC, the entities that directly or indirectly owned our initial 63 properties prior to the closing of the formation transactions, or the formation transactions, related to our initial public offering that closed on September 6, 2011, or our IPO, 100% of whose membership interests were contributed by ARC Real Estate Partners, LLC, an affiliate of our Sponsor, to our operating partnership in exchange for 310,000 units of limited partnership interests in our operating partnership in the formation transactions.

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ABOUT THIS PROSPECTUS

This prospectus is part of a “shelf” registration statement on Form S-3 that we have filed with the Securities and Exchange Commission, or the SEC. By using a shelf registration statement, we may sell, at any time and from time to time, in one or more offerings, any combination of the securities described in this prospectus for up to a total dollar amount of \$500,000,000. The exhibits to our registration statement and documents incorporated by reference contain the full text of certain contracts and other important documents that we have summarized in this prospectus or that we may summarize in a prospectus supplement. Since these summaries may not contain all the information that you may find important in deciding whether to purchase the securities we offer, you should review the full text of these documents. The registration statement and the exhibits and other documents can be obtained from the SEC as indicated under the sections entitled “Where You Can Find More Information” and “Incorporation of Certain Documents By Reference.”

This prospectus only provides you with a general description of the securities we may offer, which is not meant to be a complete description of each security. Each time we sell securities, we will provide a prospectus and any related prospectus supplement that contains specific information about the terms of those securities. The prospectus supplement may also add, update or change information contained in this prospectus. If there is any inconsistency between the information in this prospectus and any related prospectus supplement, you should rely on the information in the prospectus supplement. You should read carefully both this prospectus and any prospectus supplement together with the additional information described under the sections entitled “Where You Can Find More Information” and “Incorporation of Certain Documents By Reference.”

Unless otherwise indicated or the context requires otherwise, in this prospectus and any prospectus supplement hereto, references to “our company,” “we,” “us” and “our” mean American Realty Capital Properties, Inc. and its consolidated subsidiaries, including, without limitation, ARC Properties Operating Partnership, L.P., a Delaware limited partnership of which we are the sole general partners, or our operating partnership.

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INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

SEC rules allow us to incorporate by reference information into this prospectus. This means that we can disclose important information to you by referring you to another document. Any information referred to in this way is considered part of this prospectus from the date we file that document. Any reports filed by us with the SEC after the date of this prospectus and before the date that the offering of securities by means of this prospectus is terminated will automatically update and, where applicable, supersede any information contained in this prospectus or incorporated by reference into this prospectus. We incorporate by reference into this prospectus the following documents or information filed with the SEC (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with SEC rules):

our Annual Report on Form 10-K for the year ended December 31, 2011 filed with the SEC on March 19, 2012;

our Quarterly Report on Form 10-Q for the three months ended March 31, 2012, filed with the SEC on May 9, 2012;

our Quarterly Report on Form 10-Q for the three months ended June 30, 2012, filed with the SEC on July 31, 2012;

our Quarterly Report on Form 10-Q for the three months ended September 30, 2012, filed with the SEC on October 29, 2012;

our Current Reports on Form 8-K or Form 8-K/A, as applicable, filed with the SEC on January 5, 2012, January 12, 2012, January 23, 2012, January 30, 2012, February 27, 2012, March 1, 2012, March 19, 2012, March 27, 2012, March 29, 2012, April 18, 2012, April 27, 2012, May 2, 2012, May 7, 2012, May 8, 2012, May 15, 2012, May 29, 2012, June 1, 2012, June 6, 2012, June 12, 2012, June 13, 2012, June 18, 2012, June 22, 2012, June 27, 2012, July 6, 2012, July 9, 2012, July 11, 2012, July 26, 2012, July 30, 2012, August 1, 2012, August 17, 2012, August 27, 2012, August 31, 2012, September 11, 2012, September 27, 2012, October 1, 2012, October 2, 2012, October 17, 2012, October 23, 2012, October 26, 2012, October 29, 2012, October 31, 2012, November 27, 2012, November 30, 2012, December 17, 2012, December 18, 2012, December 27, 2012, January 3, 2013, January 9, 2013, January 15, 2013, January 18, 2013 and January 22, 2013; and

the description of our common stock included in our registration statement on Form 8-A filed with the SEC on August 1, 2011.

All documents that we file (but not those that we furnish) pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, after the date of the initial registration statement of which this prospectus is a part and prior to the effectiveness of the registration statement shall be deemed to be incorporated by reference into this prospectus and will automatically update and supersede the information in this prospectus, and any previously filed documents. All documents that we file (but not those that we furnish) pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this prospectus and prior to the termination of the offering of any of the securities covered under this prospectus shall be deemed to be incorporated by reference into this prospectus and will automatically update and supersede the information in this prospectus, the applicable prospectus supplement and any previously filed documents.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all documents referred to above that have been or may be incorporated by reference into this prospectus, excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. Requests for those documents should be directed to us as follows: American Realty Capital Properties, Inc., 405 Park Avenue, New York, New York 10022, Attn: Investor Relations, Telephone: (212) 415-6500.

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WHERE YOU CAN FIND MORE INFORMATION

We are subject to the informational requirements of the Exchange Act, and, in accordance with those requirements, file annual, quarterly and current reports, proxy statements and other information with the SEC. Such reports, proxy statements and other information, as well as this registration statement and the exhibits and schedules thereto, can be inspected at the public reference room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of such materials may be obtained at prescribed rates. Information about the operation of the public reference facilities may be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website that contains reports, proxy statements and other information regarding registrants, including us, that file such information electronically with the SEC. The address of the SEC' s website is <http://www.sec.gov>. Copies of these documents may be available on our website at www.americanrealtycapitalproperties.com. Our internet website and the information contained therein or connected thereto are not incorporated into this prospectus or any amendment or supplement thereto.

We have filed with the SEC a registration statement on Form S-3 under the Securities Act of 1933, as amended, or the Securities Act, with respect to the securities offered by this prospectus. This prospectus, which forms a part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, certain parts of which are omitted in accordance with the SEC' s rules and regulations. For further information about us and the securities, we refer you to the registration statement and to such exhibits and schedules. You may review a copy of the registration statement at the SEC' s public reference room in Washington, D.C. and through the SEC' s website. Please be aware that statements in this prospectus referring to a contract or other document are summaries and you should refer to the exhibits that are part of the registration statement for a copy of the contract or document.

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INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. You can identify forward-looking statements by the use of forward-looking terminology such as “believes,” “expects,” “may,” “will,” “would,” “could,” “should,” “seeks,” “intends,” “plans,” “projects,” “estimates,” “anticipates,” “predicts,” or “potential” or the negative of these words and phrases or similar words or phrases. You can also identify forward-looking statements by discussions of strategy, plans or intentions. Statements regarding the following subjects may be impacted by a number of risks and uncertainties which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements:

- our use of the proceeds of offerings of securities;
- our business and investment strategy;
- our ability to renew leases as they expire;
- the performance and economic condition of our tenants;
- our ability to make additional investments in a timely manner or on acceptable terms;
- current credit market conditions and our ability to obtain long-term financing for our property investments in a timely manner and on terms that are consistent with what we project when we invest in the property;
- the effect of general market, real estate market, economic and political conditions, including the recent economic slowdown and dislocation in the global credit markets;
- our ability to make scheduled payments on our debt obligations;
- our ability to generate sufficient cash flows to make distributions to our stockholders;
- the degree and nature of our competition;
- the availability of qualified personnel;
- our ability to maintain our qualification as a real estate investment trust, or REIT, for U.S. federal income tax purposes; and
- the factors included in our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q, including those set forth under the headings “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

The forward-looking statements contained in this prospectus reflect our beliefs, assumptions and expectations of our future performance, taking into account all information currently available to us. These beliefs, assumptions and expectations are subject to risks and uncertainties and can change as a result of many possible events or factors, not all of which are known to us. If a change occurs, our business, financial condition, liquidity and results of operations may vary materially from those expressed in our forward-looking statements. You should carefully consider these risks before you make an investment decision with respect to our securities.

For more information regarding risks that may cause our actual results to differ materially from any forward-looking statements, see “Risk Factors.” We disclaim any obligation to publicly update or revise any forward-looking statements to reflect changes in underlying assumptions or factors, new information, future events or other changes, except as required by law.

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THE COMPANY

We are an externally managed real estate company that focuses on owning and acquiring single-tenant free-standing commercial real estate properties primarily subject to medium-term net leases with high credit quality tenants.

We focus on investing in properties that are net leased to (i) credit tenants, which are generally large public companies with investment-grade and other creditworthy tenants and (ii) governmental, quasi-governmental and not-for-profit entities. We intend to invest in properties with tenants that reflect a diversity of industries, geographies and sizes. A significant majority of our net lease investments have been and will continue to be in properties net leased to investment-grade tenants, although at any particular time our portfolio may not reflect this. As of September 30, 2012, our property portfolio consisted of 124 single-tenant, free-standing properties (excluding one vacant property), located in 24 states, with over 2.1 million leasable square feet leased to 14 different tenants doing business in 10 different industries and 100% of the annualized rental income from our properties not otherwise held for sale in a taxable REIT subsidiary, or TRS, is derived from credit tenants based on the criteria described above. Since the closing of our IPO and as of September 30, 2012, we have successfully grown and diversified our property portfolio by acquiring an additional 63 properties and approximately 1.4 million leasable square feet. To our knowledge, we are one of the few public REITs that is traded on a national securities exchange, if not the only public REIT that is traded on a national securities exchange, focused on investing in single-tenant, free-standing commercial real estate that is primarily net leased on a medium-term basis, primarily to investment-grade credit-rated and other creditworthy tenants.

We are a Maryland corporation. We have qualified to be taxed as a REIT for U.S. federal income tax purpose commencing with our taxable year ended December 31, 2011. We generally will not be subject to U.S. federal income taxes on our taxable income to the extent that we annually distribute all of our taxable income to stockholders and maintain our qualification as a REIT. We also operate our business in a manner that permits us to maintain our exemption from registration under the Investment Company Act of 1940, as amended.

Our principal executive offices are located at 405 Park Avenue, New York, New York 10022. Our telephone number is (212) 415-6500. We maintain a website at www.americanrealtycapitalproperties.com. Information on our website is not, and should not be interpreted to be, part of this prospectus.

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PENDING MERGER

On December 14, 2012, we entered into an Agreement and Plan of Merger with American Realty Capital Trust, III, Inc., a Maryland corporation, or ARCT III, Tiger Acquisition, LLC, a Delaware limited liability company and one of our wholly owned subsidiaries, or Merger Sub, our operating partnership, and American Realty Capital Operating Partnership III, L.P., a Delaware limited partnership and the operating partnership of ARCT III, or the ARCT III Operating Partnership. The merger agreement provides for the merger of ARCT III with and into Merger Sub, with Merger Sub surviving as one of our wholly owned subsidiaries. In addition, the merger agreement provides for the merger of ARCT III Operating Partnership with and into our operating partnership, with our operating partnership being the surviving entity. Both we and ARCT III are advised by affiliates of AR Capital, LLC.

In connection with our merger, each outstanding share of common stock of ARCT III will be converted into the right to receive (i) 0.95 of a share of our common stock or (ii) \$12.00 in cash, but in no event will the aggregate consideration paid in cash be paid on more than 30% of the shares of ARCT III's common stock issued and outstanding. If the aggregate elections for payment in cash exceed 30% of the number of shares of ARCT III's common stock, then the amount of cash consideration paid on cash elections will be reduced on a pro rata basis with the remaining consideration paid in our common stock. In addition, in connection with the merger of our operating partnership, each outstanding unit of equity ownership of the ARCT III Operating Partnership will be converted into the right to receive 0.95 of the same class of unit of equity ownership in our operating partnership.

After the completion of the mergers, based on property ownership as of September 30, 2012, we will own 506 net leased properties containing approximately 10.1 million square feet with a weighted average remaining lease term of 11.4 years.

We and ARCT III have made customary representations, warranties and covenants in the merger agreement, including, among others, ARCT III's covenant not to, nor to permit any subsidiary of ARCT III to, solicit alternative transactions or, subject to certain limited exceptions, participate in discussions relating to an alternative transaction or furnish non-public information relating to an alternative transaction.

The merger agreement provides that either we or ARCT III may terminate the merger agreement if the merger effective time has not occurred by May 31, 2013 (subject to our right or the right of ARCT III to extend this date by up to 60 days) and provided that any termination right will not be available to a party if that party failed to fulfill its obligations under the merger agreement and that failure was a principal cause of, or resulted in, the merger not closing. The merger agreement also contains certain termination rights for us and ARCT III, including, without limitation, the ability of ARCT III to terminate the merger agreement if it receives an acquisition proposal that the ARCT III board of directors determines constitutes a superior proposal, or should the ARCT III board of directors effect an adverse recommendation change to the ARCT III stockholders. In connection with the termination of the merger agreement for such reasons and under other specified circumstances, ARCT III will be required to reimburse up to \$10.0 million of our out-of-pocket expenses.

The mergers, which are expected to close during the second quarter of 2013, are subject to certain closing conditions, including, among other things (a) amendment of our management agreement to, among other things (i) eliminate certain acquisition and financing fees payable by us (exclusive of certain pipeline properties), (ii) the internalization of certain accounting, leasing and other management functions and (iii) the reduction of certain asset management fees, (b) the effectiveness of a registration statement on Form S-4 filed by us with the SEC on January 8, 2013 pursuant to which our shares of common stock will be issued, (c) the approval of the merger by at least 50% of all the votes entitled to be cast on the matter by the holders of all of ARCT III's outstanding shares of common stock, (d) the approval of the issuance of our common stock to the ARCT III stockholders of at least a majority of the votes cast by our stockholders (provided the total number of votes cast constitutes a quorum), (e) the accuracy of the other parties' representations and warranties and compliance with covenants, subject in each case to materiality standards, and (f) delivery of tax opinions. There can be no assurance these conditions will be satisfied or waived, if permitted, or the

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occurrence of any effect, event, development or change will not transpire. Therefore, there can be no assurance with respect to the timing of the closing of the mergers or whether the mergers will be completed at all.

As noted above, currently, to our knowledge, we are one of the few public REITs that is traded on a national securities exchange, if not the only public REIT that is traded on a national securities exchange, focused on investing in single-tenant, free standing commercial real estate that is primarily net leased on a medium-term basis, primarily to investment-grade credit-rated and other creditworthy tenants. If the mergers with ARCT III and the ARCT III Operating Partnership are consummated we expect to modify our investment strategy so that 70% of our portfolio will consist of long-term net leases and 30% of our portfolio will consist of medium-term net leases with a combined average remaining lease term of 10 - 12 years. We believe these mergers, as well as our proposed new investment strategy, will allow us to create a unique portfolio of net lease properties that will give stockholders the opportunity to benefit from a combination of stable income from a roster of high quality tenants as well as growth potential associated with the re-leasing of expiring below-market leases.

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RISK FACTORS

Investing in our securities involves risks. Before purchasing the securities offered by this prospectus you should carefully consider the risks, uncertainties and additional information (i) set forth in our most recent Annual Report on Form 10-K, any subsequent Quarterly Reports on Form 10-Q and SEC reports on Form 8-K, which are incorporated, or deemed to be incorporated, by reference into this prospectus, and in the other documents incorporated by reference in this prospectus that we file with the SEC after the date of this prospectus and which are deemed incorporated by reference in this prospectus and (ii) contained in any applicable prospectus supplement. For a description of these reports and documents, and information about where you can find them, see “Where You Can Find More Information” and “Incorporation of Certain Documents By Reference.” The risks and uncertainties in the documents incorporated by reference in this prospectus are those that we currently believe may materially affect our company. Additional risks not presently known or that are currently deemed immaterial could also materially and adversely affect our financial condition, results of operations, business and prospects.

USE OF PROCEEDS

Unless otherwise indicated in a prospectus supplement, we intend to use the net proceeds from the offering of securities under this prospectus for general corporate purposes, including funding our investment activity, the repayment of outstanding indebtedness, working capital and other general purposes. Further details relating to the use of the net proceeds from the offering of securities under this prospectus will be set forth in the applicable prospectus supplement. Pending such uses, we anticipate that we will invest the net proceeds in interest-bearing securities in a manner consistent with maintaining our qualification as a REIT.

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RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

Our consolidated ratio of earnings to fixed charges and preferred stock dividends for the nine months ended September 30, 2012 and the years ended December 31, 2011, 2010, 2009 and 2008 are set forth below. Information presented for periods prior to September 6, 2011, the date of the closing of our IPO, relates to the ARC Predecessor Companies. The date of inception of the first ARC Predecessor Company was June 5, 2008. As a result, the ratio of earnings to fixed charges and preferred stock dividends is not a meaningful measure for any prior period.

	American Reality Capital Properties Inc.		ARC Predecessor Companies			
	Nine months ended September 30, 2012	Period September 6, 2011 through December 31, 2011 ⁽¹⁾	Period January 1, 2011 through September 5, 2011 ⁽¹⁾	Year Ended December 31,		Period June 5, 2008 through December 31, 2008
				2010	2009	
Ratio of Earnings to Fixed Charges	(2)	(2)	0.33	0.31	(2)	0.26
Ratio of Earnings to Fixed Charges and Preferred Stock Dividends	0.02	(3)	(3)	(3)	(3)	(3)

(1) Our IPO closed on September 6, 2011.

The ratio of earnings to fixed charges was less than one-to-one for the nine months ended September 30, 2012, the period from September 6, 2011 through December 31, 2011 and the year ended December 31, 2009. For the nine months ended September 30, 2012, the total fixed charges were approximately \$2.9 million and the total losses were approximately \$0.2 million, resulting (2) in a total deficiency of \$3.0 million. For the period from September 6, 2011 through December 31, 2011, the total fixed charges were approximately \$0.9 million and the total losses were approximately \$0.8 million, resulting in a total deficiency of approximately \$1.8 million. For the year ended December 31, 2009, the total fixed charges were approximately \$7.0 million and the total losses were approximately \$1.7 million, resulting in a total deficiency of approximately \$8.6 million.

(3) We did not pay dividends on preferred stock prior to June 15, 2012. The ARC Predecessor Companies did not pay dividends on preferred stock.

We have computed the ratios of earnings to fixed charges by dividing earnings by fixed charges. We have computed the ratios of earnings to fixed charges and preferred stock dividends by dividing earnings by the sum of fixed charges and preferred stock dividends. For the purposes of computing these ratios, (i) "earnings" have been calculated by adding fixed charges to income (loss) before income taxes, (ii) "fixed charges" have been calculated as the sum of interest expensed and capitalized and amortized premiums, discounts and capitalized expenses related to indebtedness and (iii) "preferred stock dividends" consist of the amount of pre-tax earnings required to pay dividends on our Series A Convertible Preferred Stock and Series B Convertible Preferred Stock.

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DESCRIPTION OF THE SECURITIES WE MAY OFFER

This prospectus contains summary descriptions of our shares of common stock, shares of preferred stock, debt securities, warrants and units that we may offer from time to time. As further described in this prospectus, these summary descriptions are not meant to be complete descriptions of each security. The particular terms of any security will be described in the accompanying prospectus supplement and other offering material. The accompanying prospectus supplement may add, update or change the terms and conditions of the securities as described in this prospectus.

DESCRIPTION OF CAPITAL STOCK

The following summary of our capital stock does not purport to be complete and is subject to and qualified in its entirety by reference to Maryland law and to our charter (including the applicable articles supplementary designating the terms of a class or series of preferred stock) and bylaws, copies of which are filed as exhibits to the registration statement of which this prospectus forms a part. See “Where You Can Find More Information.”

General

Our charter authorizes us to issue up to 350.0 million shares, consisting of 240.0 million shares of common stock, par value \$0.01 per share, 10.0 million shares of Manager’s Stock, par value \$0.01 per share, and 100.0 million shares of preferred stock, par value \$0.01 per share, 545,454 shares of which have been classified and designated as Series A Convertible Preferred Stock and 283,018 shares of which have been classified and designated as Series B Convertible Preferred Stock. As of December 31, 2012, we had the following stock issued and outstanding: (i) 11,157,643 shares of common stock, which figure includes 167,400 shares of our Manager’s Stock, which are subject to certain vesting restrictions, (ii) 545,454 shares of our Series A Convertible Preferred Stock and (iii) 283,018 shares of our Series B Convertible Preferred Stock. For a description of some of the terms of our outstanding Series A Convertible Preferred Stock and Series B Convertible Preferred Stock, see the respective articles supplementary designating the terms of each such class of preferred stock which are incorporated by reference as exhibits to the registration statement of which this prospectus is a part, including any subsequently filed amendments thereto and reports filed for the purpose of updating such descriptions, referred to under “Incorporation of Certain Documents by Reference.” For a description of some of the terms of any other class or series of preferred stock we may issue in the future, see the articles supplementary designating the terms of such class or series of preferred stock, which will be filed or incorporated by reference as an exhibit to such registration statement or a document incorporated or deemed to be incorporated by reference in this prospectus, and the description of such class or series of preferred stock contained in the applicable registration statement on Form 8-A, if any, including any subsequently filed amendments thereto and reports filed for the purpose of updating such description, which may be obtained as described below under “Where You Can Find More Information” and “Incorporation of Certain Documents by Reference.”

Our Board of Directors, with the approval of a majority of the entire Board of Directors and without any action taken by our stockholders, may amend our charter from time to time to increase or decrease the aggregate number of our authorized shares or the number of shares of any class or series that we have authority to issue. Under Maryland law, stockholders are not generally liable for our debts or obligations solely as a result of their status as stockholders.

Common Stock

Subject to the preferential rights, if any, of holders of any other class or series of our stock and to the provisions of our charter relating to the restrictions on ownership and transfer of our stock, the holders of our common stock:

have the right to receive ratably any distributions from funds legally available therefor, when, as and if authorized by our Board of Directors and declared by us; and

are entitled to share ratably in all of our assets available for distribution to holders of our common stock upon liquidation, dissolution or winding up of our affairs.

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Upon issuance for full payment therefor, all common stock issued by us will be fully paid and non-assessable. There are no redemption, sinking fund, conversion or preemptive rights with respect to the shares of our common stock. Holders of our common stock generally will have no appraisal rights.

Subject to the provisions of our charter relating to the restrictions on ownership and transfer of our stock and except as may otherwise be provided in the terms of any class or series of common stock, holders of our common stock are entitled to one vote per share on all matters on which holders of our common stock are entitled to vote at all meetings of our stockholders. The holders of our common stock do not have cumulative voting rights.

The holders of common stock shall vote together with the holders of shares of Manager' s Stock as a single class on all matters. Holders of shares of our common stock shall be entitled to vote for the election of directors. Directors may be removed from office, with or without cause, by the affirmative vote of stockholders entitled to cast not less than 66 2/3% of the total votes entitled to be cast generally in the election of directors. Vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office (although less than a quorum). Any director elected to fill a vacancy will hold office until the next annual meeting of stockholders and until his or her successor is elected and qualifies or until his or her earlier death, resignation or removal.

Manager' s Stock

Except as set forth in our charter, the Manager' s Stock has the same rights as our common stock, including, without limitation, as follows:

The holders of the Manager' s Stock have the right to receive ratably any distributions from funds legally available therefor, when, as and if authorized by our Board of Directors and declared by us and are entitled to share ratably in all our assets available for distribution to holders of our common stock upon liquidation, dissolution or winding up of our affairs.

The holders of the Manager' s Stock are entitled to one vote per share on all matters on which holders of our common stock are entitled to vote at all meetings of our stockholders. The holders of the Manager' s Stock do not have cumulative voting rights.

There are no redemption, sinking fund, conversion or preemptive rights with respect to the shares of the Manager' s Stock. The holders of the Manager' s Stock generally will have no appraisal rights.

The holders of the Manager' s Stock will vote together with holders of our common stock as a single class on all matters, including voting for the election of directors.

The Manager' s Stock is a separate class of stock that, at such time as any dividends are paid on our common stock, is entitled to receive a concurrent dividend per share in an amount equal to 1% of such dividend received on each share of common stock. At such time that we cover the payment of cash dividends declared on shares of our common stock with adjusted funds from operations for the six immediately preceding months, to the extent any shares of Manager' s Stock remain outstanding, no dividends will be authorized or paid or set aside for payment on shares of our common stock until the holders of the Manager' s Stock then outstanding have received dividends per share of Manager' s Stock equal to the cash dividends that were paid on each share of common stock, less the amount of any concurrent dividends that were paid on the Manager' s Stock, that were not so paid on such shares of Manager' s Stock during the period in which such shares of common stock and Manager' s Stock were outstanding. Upon the occurrence of this dividend triggering event and the payment of all deferred dividends pursuant to the foregoing sentence, each share of Manager' s Stock will convert into a share of common stock; *provided*, that to the extent any shares of Manager' s Stock remain subject to further vesting requirements, such vesting requirements will apply to the shares of common stock into which such shares of Manager' s Stock were converted. Except if our Manager is terminated for "cause" pursuant to the management agreement or resigns as manager under the management agreement other than for reason of our default in the performance or observance of any material term condition or covenant contained in the management agreement beyond the applicable cure period, in the event that our Manager no longer manages our business affairs, holders of the Manager' s Stock will be entitled to

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exchange their shares of Manager' s Stock for shares of our common stock. The Manager' s Stock will be subject to any further restrictions contained in the American Realty Capital Properties, Inc. Equity Plan pursuant to which it is issued.

Preferred Stock

General

Under our charter, our Board of Directors is authorized to provide for the issuance of shares of preferred stock in one or more classes or series, to establish the number of shares in each class or series and to fix the terms thereof. Our Board of Directors could authorize the issuance of additional shares of preferred stock with terms and conditions that could have the effect of discouraging a takeover or other transaction that holders of common stock might believe to be in their best interests or in which holders of some, or a majority, of the shares of common stock might receive a premium for their shares over the then market price of such shares of common stock.

Some of rights, preferences, privileges and restrictions of the shares of preferred stock of a series may include the following:

- distribution rights;
- conversion rights;
- voting rights;
- redemption rights and terms of redemptions; and
- liquidation preferences.

The preferred stock we may offer from time to time under this prospectus, when issued, will be duly authorized, fully paid and nonassessable.

Any shares of our preferred stock that we issue could rank senior to our shares of common stock, Series A Convertible Preferred Stock and Series B Convertible Preferred Stock with respect to the payment of distributions, in which case we could not pay any distributions on such junior shares until full distributions have been paid with respect to such shares of our preferred stock.

The rights, preferences, privileges and restrictions of each series of shares of our preferred stock will be fixed by articles supplementary relating to the series. We will describe the specific terms of the particular series of shares of our preferred stock offered in the prospectus supplement relating to that series, which terms will include:

- the designation and par value of the shares of our preferred stock;
- the voting rights, if any, of the shares of our preferred stock;
- the number of shares of our preferred stock offered, the liquidation preference per share of our preferred stock and the offering price of the shares of our preferred stock;
- the distribution rate(s), period(s) and payment date(s) or method(s) of calculation applicable to the shares of our preferred stock;
- whether distributions will be cumulative or non-cumulative and, if cumulative, the date(s) from which distributions on the shares of our preferred stock will cumulate;
- the procedures for any auction and remarketing for the shares of our preferred stock, if applicable;
- the provision for a sinking fund, if any, for the shares of our preferred stock;
- the provision for, and any restriction on, redemption, if applicable, of the shares of our preferred stock;
- the provision for, and any restriction on, repurchase, if applicable, of the shares of our preferred stock;

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the terms and provisions, if any, upon which the shares of our preferred stock will be convertible into shares of common stock, including the conversion price (or manner or calculation) and conversion period;

the terms under which the rights of the shares of our preferred stock may be modified, if applicable;

the relative ranking and preferences of the shares of our preferred stock as to distribution rights and rights upon the liquidation, dissolution or winding up of our affairs;

any limitation on issuance of any other series of shares of our preferred stock, including any series of shares of our preferred stock ranking senior to or on parity with the series of shares of our preferred stock as to distribution rights and rights upon the liquidation, dissolution or winding up of our affairs;

any listing of the shares of our preferred stock on any securities exchange;

if appropriate, a discussion of any additional material U.S. federal income tax considerations applicable to the shares of our preferred stock;

information with respect to book-entry procedures, if applicable;

in addition to those restrictions described below, any other restrictions on the ownership and transfer of the shares of our preferred stock; and

any additional rights, preferences, privileges or restrictions of the shares of our preferred stock.

Power to Reclassify Shares of Our Stock

Our Board of Directors may classify any unissued shares of preferred stock, and reclassify any unissued shares of common stock or any previously classified but unissued shares of preferred stock into other classes or series of stock, including one or more classes or series of stock that have priority over our common stock with respect to voting rights, distributions or upon liquidation, and authorize us to issue the newly classified shares. Prior to the issuance of shares of each class or series, our Board of Directors is required by the Maryland General Corporation Law, or the MGCL, and our charter to set, subject to the provisions of our charter regarding the restrictions on ownership and transfer of our stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications or terms or conditions of redemption for each such class or series. These actions can be taken without stockholder approval, unless stockholder approval is required by applicable law, the terms of any other class or series of our stock or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded.

Power to Increase Authorized Stock and Issue Additional Shares of Our Common Stock and Preferred Stock

We believe that the power of our Board of Directors to amend our charter from time to time to increase the aggregate number of authorized shares of stock or the number of shares of stock of any class or series that we have the authority to issue, 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 into other classes or series of stock and thereafter to cause us to issue such classified or reclassified shares of stock will provide us with flexibility in structuring possible future financings and acquisitions and in meeting other needs which might arise. Shares of additional classes or series of stock, as well as additional shares of common stock, will be available for issuance without further action by our stockholders, unless stockholder consent is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities are then listed or traded. Although our Board of Directors does not intend to do so, it could authorize us to issue a class or series of common stock or preferred 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 our stockholders or otherwise be in their best interest.

Restrictions on Transfer and Ownership of Stock

In order for us to qualify as a REIT under the Internal Revenue Code of 1986, as amended, or the Code, shares of our stock must be owned by 100 or more persons during at least 335 days of a taxable year of

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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, under Section 856(h) of the Code, a REIT cannot be “closely held.” In this regard, not more than 50% of the value of the outstanding shares of stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year (other than the first year for which an election to be a REIT has been made).

Our charter contains restrictions on the ownership and transfer of shares of our common stock and other outstanding shares of stock. The relevant sections of our charter provide that, subject to the exceptions described below, no person or entity may own, or be deemed to own, by virtue of the applicable constructive ownership provisions of the Code, more than 9.8% in value of the aggregate of our outstanding shares of stock or more than 9.8% (in value or in number of shares, whichever is more restrictive) of any class or series of our shares of stock; we refer to these limitations as the “ownership limits.” Our Board of Directors granted our Sponsor an exemption from these ownership limits, effective as of January 1, 2011, in connection with our Sponsor’s purchase of shares of our common stock in our IPO. In addition, consistent with our charter, our Board of Directors has increased the ownership limits as they apply to our Sponsor and its affiliates to no more than 28.0%, and has further limited the ownership limits as they apply to everyone else to 5.25%, in value of the aggregate of our outstanding shares of stock and in value or in number of shares, whichever is more restrictive, of any class or series of our shares of stock.

The constructive ownership rules under the Code are complex and may cause shares of stock owned actually or constructively by a group of related individuals or entities to be owned constructively by one individual or entity. As a result, the acquisition of less than 5.25% (or, in the case of our Sponsor, 28.0%) in value of the aggregate of our outstanding shares of stock and 5.25% (or, in the case of our Sponsor, 28.0%) (in value or in number of shares, whichever is more restrictive) of any class or series of our shares of stock (or the acquisition of an interest in an entity that owns, actually or constructively, shares of our stock by an individual or entity), could, nevertheless, cause that individual or entity, or another individual or entity, to violate the ownership limits.

Our Board of Directors may, upon receipt of certain representations, undertakings and agreements and in its sole discretion, exempt (prospectively or retroactively) any person from the ownership limits or establish a different limit, or excepted holder limit, for a particular person if the person’s ownership in excess of the ownership limits will not then or in the future result in our being “closely held” under Section 856(h) of the Code (without regard to whether the person’s interest is held during the last half of a taxable year) or otherwise cause us to fail to qualify as a REIT. In order to be considered by our Board of Directors for exemption, a person also must not own, actually or constructively, an interest in one of our tenants (or a tenant of any entity which we own or control) that would cause us to own, actually or constructively, more than a 9.9% interest in the tenant unless the revenue derived by us from such tenant is sufficiently small that, in the opinion of our Board of Directors, rent from such tenant would not adversely affect our ability to qualify as a REIT. The person seeking an exemption must represent and covenant to the satisfaction of our Board of Directors that it will not violate these two restrictions. The person also must agree that any violation or attempted violation of these restrictions will result in the automatic transfer to a trust of the shares of stock causing the violation. As a condition of granting an exemption or creating an excepted holder limit, our Board of Directors may, but is not be required to, obtain an opinion of counsel or Internal Revenue Service, or IRS, ruling satisfactory to our Board of Directors with respect to our qualification as a REIT and may impose such other conditions or restrictions as it deems appropriate. Consistent with our charter, our Board of Directors has granted an exemption from the ownership limits and established an excepted holder limit with respect to the holder of our Series A Convertible Preferred Stock as it relates to all outstanding shares of Series A Convertible Preferred Stock and the shares of our common stock owned by the equity owner of such holder.

In connection with granting an exemption from the ownership limits or establishing an excepted holder limit or at any other time, our Board of Directors may increase or decrease the ownership limits. Any decrease in the ownership limits will not be effective for any person whose percentage ownership of shares of our stock is in excess of such decreased limits until such person’s percentage ownership of shares of our stock equals or falls below such decreased limits (other than a decrease as a result of a retroactive change in existing law, which will be effective immediately), but any further acquisition of shares of our stock in excess of such

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percentage ownership will be in violation of the applicable limits. Our Board of Directors may not increase or decrease the ownership limits if, after giving effect to such increase or decrease, five or fewer persons could beneficially own or constructively own in the aggregate more than 49.9% in value of the shares of our stock then outstanding. Prior to any modification of the ownership limits, our Board of Directors may require such opinions of counsel, affidavits, undertakings or agreements as it may deem necessary or advisable in order to determine or ensure our qualification as a REIT.

Our charter further prohibits:

any person from beneficially or constructively owning, applying certain attribution rules of the Code, shares of our stock that would result in our being “closely held” under Section 856(h) of the Code (without regard to whether the stockholder’s interest is held during the last half of a taxable year) or otherwise cause us to fail to qualify as a REIT; 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 beneficial or constructive ownership of shares of our stock that will or may violate the ownership limits or any of the other foregoing restrictions on ownership and transfer of our stock will be required to immediately give written notice to us or, in the case of a proposed or attempted transaction, give at least 15 days’ prior written notice to us, and provide us with such other information as we may request in order to determine the effect of such transfer on our qualification as a REIT. The ownership limits and the other restrictions on ownership and transfer of our stock 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 with the restrictions on ownership and transfer of our stock is no longer required in order for us to qualify as a REIT.

If any transfer of shares of our stock would result in shares of our stock being beneficially owned by fewer than 100 persons, such transfer will be void from the time of such purported transfer and the intended transferee will acquire no rights in such shares. In addition, if any purported transfer of shares 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

our company being “closely held” under Section 856(h) of the Code (without regard to whether the stockholder’s interest is held during the last half of a taxable year) or otherwise failing to qualify as a REIT,

then that number of shares (rounded up to the nearest whole share) that would cause us to violate such restrictions will automatically be transferred to, and held by, a charitable trust for the exclusive benefit of one or more charitable organizations selected by us, and the intended transferee will acquire no rights in such shares. The transfer will be deemed to 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 charitable trust. A person who, but for the transfer of the shares to the charitable trust, would have beneficially or constructively owned the shares so transferred is referred to as a “prohibited owner,” which, if appropriate in the context, also means any person who would have been the record owner of the shares that the prohibited owner would have so owned. If the transfer to the charitable trust as described above would not be effective, for any reason, to prevent violation of the applicable restriction on ownership and transfer contained in our charter, then our charter provides that the transfer of the shares will be void from the time of such purported transfer.

Shares of stock transferred to a charitable trust are deemed offered for sale to us, or our designee, at a price per share equal to the lesser of (1) the price paid per share in the transaction that resulted in such transfer to the charitable trust (or, if the event that resulted in the transfer to the charitable trust did not involve a purchase of such shares of stock at market price, defined generally as the last reported sales price reported on NASDAQ (or other applicable exchange), the market price per share of such stock on the day of the event which resulted in the transfer of such shares of stock to the charitable trust) and (2) the market price

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on the date we, or our designee, accept such offer. We may reduce the amount payable to the charitable trust by the amount of distributions which have been paid to the prohibited owner and are owed by the prohibited owner to the charitable trust as described below. We may pay the amount of such reduction to the charitable trust for the benefit of the charitable beneficiary. We have the right to accept such offer until the trustee of the charitable trust has sold the shares held in the charitable trust as discussed below. Upon a sale to us, the interest of the charitable beneficiary in the shares sold terminates, and the charitable trustee must distribute the net proceeds of the sale to the prohibited owner.

If we do not buy the shares, the charitable trustee must, within 20 days of receiving notice from us of the transfer of the shares to the charitable trust, sell the shares to a person or entity designated by the charitable trustee who could own the shares without violating the ownership limits or the other restrictions on ownership and transfer of our stock described above. After that, the charitable 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 in the transaction that resulted in the transfer to the charitable trust (or, if the event that resulted in the transfer to the charitable trust did not involve a purchase of such shares at market price, the market price per share of such stock on the day of the event that resulted in the transfer to the charitable trust) and (2) the sales proceeds (net of commissions and other expenses of sale) received by the charitable trust for the shares. The charitable trustee may reduce the amount payable to the prohibited owner by the amount of distributions which have been paid to the prohibited owner and are owed by the prohibited owner to the charitable trust. 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 distributions thereon. In addition, if, prior to discovery by us that shares of stock have been transferred to a charitable trust, such shares of stock are sold by a prohibited owner, then such shares will be deemed to have been sold on behalf of the charitable 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 will be paid to the charitable trust upon demand by the charitable trustee. The prohibited owner will have no rights in the shares held by the charitable trust.

The charitable 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 charitable trust, the charitable trustee will receive, in trust for the charitable beneficiary, all distributions made by us with respect to such shares and may also exercise all voting rights with respect to such shares. Any dividend or other distribution paid prior to our discovery that shares of stock have been transferred to the charitable trust will be paid by the recipient to the charitable trust upon demand by the charitable trustee. These rights will be exercised 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 charitable trust, the charitable trustee will have the authority, at the charitable trustee's sole discretion:

to rescind as void any vote cast by a prohibited owner prior to our discovery that the shares have been transferred to the charitable trust; and

to recast the vote in accordance with the desires of the charitable trustee acting for the benefit of the charitable beneficiary.

However, if we have already taken irreversible action, then the charitable trustee may not rescind and recast the vote.

If our Board of Directors determines in good faith that a proposed transfer would violate the restrictions on ownership and transfer of our stock set forth in our charter, our Board of Directors may take such action as it deems advisable 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 more than 5% (or such lower percentage as required by the Code or the regulations promulgated thereunder) of the outstanding shares of all classes or series of our stock, including common stock, will be required to give written notice to us within 30 days after the end of each taxable year stating the name and address of such owner, the number of shares of each class and series of our stock that the person beneficially owns and a description of the manner in which such shares are held. Each such owner will

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be required to provide to us such additional information as we may request in order to determine the effect, if any, of such beneficial ownership on our qualification as a REIT and to ensure compliance with the ownership limits. In addition, each stockholder will, upon demand, be required to provide to us such information as we may request, in good faith, in order to determine our qualification as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance.

Any certificates representing shares of our stock, or any written statements of information delivered in lieu of certificates, will bear a legend referring to the restrictions described above.

These restrictions on ownership and transfer of our stock could delay, defer or prevent a transaction or a change in control that might involve a premium price for our common stock or otherwise be in the best interest of our stockholders.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock, our Series A Convertible Preferred Stock and our Series B Convertible Preferred Stock is Computershare Trust Company, N.A.

Listing

Our shares of common stock are listed on NASDAQ under the symbol "ARCP." Our shares of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Manager' s Stock are not listed on an exchange and we do not intend to apply to have any such shares listed on an exchange in the future.

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DESCRIPTION OF DEBT SECURITIES

The debt securities that we may issue may constitute debentures, notes, bonds or other evidences of our indebtedness, to be issued in one or more series, which may include senior debt securities, subordinated debt securities and senior subordinated debt securities.

Debt securities that we may issue may be issued under a senior indenture between us and a trustee, or a subordinated indenture between us and a trustee, which we refer to individually as an indenture and, collectively, as the indentures. The descriptions in this section relating to the debt securities and the indentures are summaries of their provisions. The summaries are not complete and are qualified in their entirety by reference to the actual indentures and debt securities and the further descriptions in the applicable prospectus supplement. If we enter into any revised indenture or indenture supplement, we will file a copy of that revised indenture or indenture supplement with the SEC. A form of the senior indenture and a form of the subordinated indenture under which we may issue our debt securities have been filed with the SEC as exhibits to the registration statement of which this prospectus is a part. Whenever we refer in this prospectus or in any prospectus supplement to particular sections or defined terms of an indenture, those sections or defined terms are incorporated by reference in this prospectus or in the prospectus supplement, as applicable. You should refer to the provisions of the indentures for provisions that may be important to you.

The particular terms of any series of debt securities we offer, including the extent to which the general terms set forth below may be applicable to a particular series, will be described in a prospectus supplement relating to such series.

General

We may issue an indeterminate principal amount of debt securities in separate series. We may specify a maximum aggregate principal amount for the debt securities of any series. The debt securities will have terms that are consistent with the applicable indenture. Unless the prospectus supplement indicates otherwise, senior debt securities will be unsecured and unsubordinated obligations and will rank equal with all our other unsecured and unsubordinated debt. We will make payments on our subordinated debt securities only if we have made all payments due under our senior indebtedness, including any outstanding senior debt securities.

The indentures might not limit the amount of other debt that we may incur and might not contain financial or similar restrictive covenants. The indentures might not contain any provision to protect holders of debt securities against a sudden or dramatic decline in our ability to pay our debt.

We will describe the debt securities and the price or prices at which we will offer the debt securities in a prospectus supplement. We will describe:

- the title and form of the debt securities;
- any limit on the aggregate principal amount of the debt securities or the series of which they are a part and if such series may be reopened from time to time;
- the person to whom any interest on a debt security of the series will be paid;
- the date or dates on which we must repay the principal;
- the rate or rates at which the debt securities will bear interest, if any, the date or dates from which interest will accrue, and the dates on which we must pay interest;
- if applicable, the duration and terms of the right to extend interest payment periods;
- the place or places where we must pay the principal and any premium or interest on the debt securities;
- the terms and conditions on which we may redeem any debt security, if at all;
- any obligation to redeem or purchase any debt securities, and the terms and conditions on which we must do so;
- the denominations in which we may issue the debt securities;

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the manner in which we will determine the amount of principal of or any premium or interest on the debt securities;

the currency in which we will pay the principal of and any premium or interest on the debt securities;

the principal amount of the debt securities that we will pay upon declaration of acceleration of their maturity;

the amount that will be deemed to be the principal amount for any purpose, including the principal amount that will be due and payable upon any maturity or that will be deemed to be outstanding as of any date;

if applicable, that the debt securities are defeasible and the terms of such defeasance;

if applicable, the terms of any right to convert debt securities into, or exchange debt securities for, shares of common stock or other securities or property;

whether we will issue the debt securities in the form of one or more global securities and, if so, the depositary and terms for the global securities;

the subordination provisions that will apply to any subordinated debt securities;

the events of default applicable to the debt securities and any change in the right of the trustee or the holders to declare the principal amount of any of the debt securities due and payable;

the covenants in the indentures; and

whether the debt securities will be guaranteed.

We may sell the debt securities at a substantial discount below their stated principal amount. We will describe U.S. federal income tax considerations, if any, applicable to debt securities sold at an original issue discount in the prospectus supplement. An “original issue discount security” is any debt security sold for less than its face value, and which provides that the holder cannot receive the full face value if maturity is accelerated. We will describe the particular provisions relating to acceleration of the maturity upon the occurrence of an event of default in the prospectus supplement. In addition, we will describe U.S. federal income tax or other considerations applicable to any debt securities that are denominated in a currency or unit other than U.S. dollars in the prospectus supplement.

Conversion and Exchange Rights

If applicable, we will describe the terms on which you may convert debt securities into or exchange them for common stock or other securities or property in the prospectus supplement. The conversion or exchange may be mandatory or may be at your option. We will describe how to calculate the number of shares of common stock or other securities or property that you will receive upon conversion or exchange.

Subordination of Subordinated Debt Securities

We will pay the indebtedness underlying the subordinated debt securities if we have made all payments due under our senior indebtedness, including any outstanding senior debt securities. If we distribute our assets to creditors upon any dissolution, winding-up, liquidation or reorganization or in bankruptcy, insolvency, receivership or similar proceedings, we must first pay all amounts due or to become due on all senior indebtedness before we pay the principal of, or any premium or interest on, the subordinated debt securities. If an event of default accelerates the subordinated debt securities, we may not make any payment on the subordinated debt securities until we have paid all senior indebtedness or the acceleration is rescinded. If the payment of subordinated debt securities accelerates because of an event of default, we must promptly notify holders of senior indebtedness of the acceleration.

If we experience a bankruptcy, dissolution or reorganization, holders of senior indebtedness may receive more, ratably, and holders of subordinated debt securities may receive less, ratably, than our other creditors. The indenture for subordinated debt securities may not limit our ability to incur additional senior indebtedness.

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Form, Exchange and Transfer

We will issue debt securities only in fully registered form, without coupons, and only in denominations of \$1,000 and integral multiples thereof. The holder of a debt security may elect, subject to the terms of the applicable indenture and the limitations applicable to global securities, to exchange them for other debt securities of the same series of any authorized denomination and of similar terms and aggregate principal amount.

Holders of debt securities may present them for exchange as provided above or for registration of transfer, duly endorsed or with the form of transfer duly executed, at the office of the transfer agent we designate for that purpose. We will not impose a service charge for any registration of transfer or exchange of debt securities, but we may require a payment sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange. We will name the transfer agent in the prospectus supplement. We may designate additional transfer agents or rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, but we must maintain a transfer agent in each place in which we will pay on debt securities.

If we redeem the debt securities, we will not be required to issue, register the transfer of or exchange any debt security during a specified period prior to mailing a notice of redemption. We are not required to register the transfer of or exchange any debt security selected for redemption, except the unredeemed portion of the debt security being redeemed.

Global Securities

The debt securities may be represented, in whole or in part, by one or more global securities that will have an aggregate principal amount equal to that of all debt securities of that series. We will deposit each global security with a depository or a custodian. The global security will bear a legend regarding the restrictions on exchanges and registration of transfer.

No global security may be exchanged in whole or in part for debt securities registered, and no transfer of a global security in whole or in part may be registered, in the name of any person other than the depository or any nominee or successor of the depository unless:

the depository is unwilling or unable to continue as depository; or

the depository is no longer in good standing under the Exchange Act, or other applicable statute or regulation.

The depository will determine how all securities issued in exchange for a global security will be registered.

As long as the depository or its nominee is the registered holder of a global security, we will consider the depository or the nominee to be the sole owner and holder of the global security and the underlying debt securities. Except as stated above, owners of beneficial interests in a global security will not be entitled to have the global security or any debt security registered in their names, will not receive physical delivery of certificated debt securities and will not be considered to be the owners or holders of the global security or underlying debt securities. We will make all payments of principal, premium and interest on a global security to the depository or its nominee. The laws of some jurisdictions require that some purchasers of securities take physical delivery of such securities in definitive form. These laws may prevent you from transferring your beneficial interests in a global security.

Only institutions that have accounts with the depository or its nominee and persons that hold beneficial interests through the depository or its nominee may own beneficial interests in a global security. The depository will credit, on its book-entry registration and transfer system, the respective principal amounts of debt securities represented by the global security to the accounts of its participants. Your ownership of beneficial interests in a global security will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by the depository or any such participant.

The policies and procedures of the depository may govern payments, transfers, exchanges and others matters relating to beneficial interests in a global security. We and the trustee will assume no responsibility or

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liability for any aspect of the depository's or any participant's records relating to, or for payments made on account of, beneficial interests in a global security.

Payment and Paying Agents

Unless we indicate otherwise, we will pay principal and any premium or interest on a debt security to the person in whose name the debt security is registered at the close of business on the regular record date for such interest.

Unless we indicate otherwise, we will pay principal and any premium or interest on the debt securities at the office of our designated paying agent. Unless we indicate otherwise, the corporate trust office of the trustee will be the paying agent for the debt securities.

We will name any other paying agents for the debt securities of a particular series in the prospectus supplement. We may designate additional paying agents, rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, but we must maintain a paying agent in each place of payment for the debt securities.

The paying agent will return to us all money we pay to it for the payment of the principal, premium or interest on any debt security that remains unclaimed for a specified period. Thereafter, the holder may look only to us for payment, as an unsecured general creditor.

Consolidation, Merger and Sale of Assets

Except as may be provided for a series of debt securities, under the terms of the indentures, so long as any securities remain outstanding, we may not consolidate or enter into a share exchange with or merge into any other person, in a transaction in which we are not the surviving corporation, or sell, convey, transfer or lease our properties and assets substantially as an entirety to any person, unless:

- the successor assumes our obligations under the debt securities and the indentures; and
- we meet the other conditions described in the indentures.

Events of Default

Each of the following will constitute an event of default under each indenture:

- our failure to pay the principal of or any premium on any debt security when due;
- our failure to pay any interest on any debt security when due, for more than a specified number of days past the due date;
- our failure to deposit any sinking fund payment when due;
- our failure to perform any covenant or agreement in the indenture that continues for a specified number of days after written notice has been given by the trustee or the holders of a specified percentage in aggregate principal amount of the debt securities of that series;
- certain events of our bankruptcy, insolvency or reorganization; and
- any other event of default specified in the prospectus supplement.

If an event of default occurs and continues, both the trustee and holders of a specified percentage in aggregate principal amount of the outstanding securities of that series may declare the principal amount of the debt securities of that series to be immediately due and payable. The holders of a majority in aggregate principal amount of the outstanding securities of that series may, under certain circumstances, rescind and annul the acceleration if all events of default, other than the nonpayment of accelerated principal, have been cured or waived.

Except for certain duties in case of an event of default, the trustee will not be obligated to exercise any of its rights or powers at the request or direction of any of the holders, unless the holders have offered the trustee reasonable indemnity. If they provide this indemnification, the holders of a majority in aggregate principal amount of the outstanding securities of any series may direct the time, method and place of

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conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of that series.

No holder of a debt security of any series may institute any proceeding with respect to the indentures, or for the appointment of a receiver or a trustee, or for any other remedy, unless:

the holder has previously given the trustee written notice of a continuing event of default;

the holders of a specified percentage in aggregate principal amount of the outstanding securities of that series have made a written request upon the trustee, and have offered reasonable indemnity to the trustee, to institute the proceeding;

the trustee has failed to institute the proceeding for a specified period of time after its receipt of the notification; and

the trustee has not received a direction inconsistent with the request within a specified number of days.

Modification and Waiver

We and the trustee may change an indenture without the consent of any holders with respect to specific matters, including:

to fix any ambiguity, defect or inconsistency in the indenture; and

to change anything that does not materially adversely affect the interests of any holder of debt securities of any series.

In addition, under the indentures, we and the trustee may change the rights of holders of a series of notes with the written consent of the holders of at least a majority in aggregate principal amount of the outstanding debt securities of each series that is affected. However, we and the trustee may only make the following changes with the consent of the holder of any outstanding debt securities affected:

extending the fixed maturity of the series of notes;

reducing the principal amount, reducing the rate of or extending the time of payment of interest, or any premium payable upon the redemption, of any debt securities; or

reducing the percentage of debt securities the holders of which are required to consent to any amendment.

The holders of a majority in principal amount of the outstanding debt securities of any series may waive any past default under the indenture with respect to debt securities of that series, except a default in the payment of principal, premium or interest on any debt security of that series or in respect of a covenant or provision of the indenture that cannot be amended without each holder's consent.

Except in certain limited circumstances, we may set any day as a record date for the purpose of determining the holders of outstanding debt securities of any series entitled to give or take any direction, notice, consent, waiver or other action under the indentures. In certain limited circumstances, the trustee may set a record date. To be effective, the action must be taken by holders of the requisite principal amount of such debt securities within a specified period following the record date.

Defeasance

We may apply the provisions in the indentures relating to defeasance and discharge of indebtedness, or to defeasance of certain restrictive covenants, to the debt securities of any series. The indentures provide that, upon satisfaction of the requirements described below, we may terminate all of our obligations under the debt securities of any series and the applicable indenture, known as legal defeasance, other than our obligation:

to maintain a registrar and paying agents and hold moneys for payment in trust;

to register the transfer or exchange of the notes; and

to replace mutilated, destroyed, lost or stolen notes.

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In addition, we may terminate our obligation to comply with any restrictive covenants under the debt securities of any series or the applicable indenture, known as covenant defeasance.

We may exercise our legal defeasance option even if we have previously exercised our covenant defeasance option. If we exercise either defeasance option, payment of the notes may not be accelerated because of the occurrence of events of default.

To exercise either defeasance option as to debt securities of any series, we must irrevocably deposit in trust with the trustee money and/or obligations backed by the full faith and credit of the U.S. that will provide money in an amount sufficient in the written opinion of a nationally recognized firm of independent public accountants to pay the principal of, premium, if any, and each installment of interest on the debt securities. We may establish this trust only if:

no event of default has occurred and continues to occur;

in the case of legal defeasance, we have delivered to the trustee an opinion of counsel to the effect that we have received from, or there has been published by, the IRS a ruling or there has been a change in law, which in the opinion of our counsel, provides that holders of the debt securities will not recognize gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred;

in the case of covenant defeasance, we have delivered to the trustee an opinion of counsel to the effect that the holders of the debt securities will not recognize gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred; and

we satisfy other customary conditions precedent described in the applicable indenture.

Notices

We will mail notices to holders of debt securities as indicated in the prospectus supplement.

Title

We may treat the person in whose name a debt security is registered as the absolute owner, whether or not such debt security may be overdue, for the purpose of making payment and for all other purposes.

Governing Law

The indentures and the debt securities will be governed by and construed in accordance with the laws of the state of New York.

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DESCRIPTION OF WARRANTS

We may issue warrants to purchase shares of common stock or preferred stock. Warrants may be issued independently or together with any securities or may be attached to or separate from the securities. Each series of warrants will be issued under a separate warrant agreement to be entered into by us with a bank or trust company, as warrant agent, as specified in the applicable prospectus supplement. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants.

We will describe the specific terms of any warrants we may offer in the prospectus supplement relating to those warrants, which terms will include:

the title of the warrants;

the aggregate number of warrants;

the price or prices at which the warrants will be issued;

the designation, amount and terms of the securities purchasable upon exercise of the warrants;

any provisions for adjustment of the number of securities purchasable upon exercise of the warrants or the exercise price of the warrants;

the designation and terms of the other securities, if any, with which the warrants are to be issued and the number of the warrants issued with each security;

if applicable, the date on and after which the warrants and the securities purchasable upon exercise of the warrants will be separately transferable;

the price or prices at which the securities purchasable upon exercise of the warrants may be purchased;

the minimum or maximum number of warrants which may be exercised at any one time;

the date on which the right to exercise the warrants shall commence and the date on which the right shall expire;

a discussion of any material U.S. federal income tax considerations applicable to the acquisition, ownership, exercise and disposition of the warrants;

information with respect to book-entry procedures, if applicable; and

any additional terms of the warrants, including terms, procedures and limitations relating to the exchange and exercise of the warrants.

Each warrant will entitle the holder of the warrant to purchase for cash the number of shares of common stock or preferred stock at the exercise price stated or determinable in the applicable prospectus supplement. Warrants may be exercised at any time up to the close of business on the expiration date shown in the applicable prospectus supplement, unless otherwise specified in such prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void. Warrants may be exercised as described in the applicable prospectus supplement. When the warrant holder makes the payment and properly completes and signs the warrant certificate at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement, we will, as soon as possible, forward the shares of common stock or preferred stock that the warrant holder has purchased. If the warrant holder exercises the warrant for less than all of the warrants represented by the warrant certificate, we will issue a new warrant certificate for the remaining warrants.

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DESCRIPTION OF UNITS

As specified in the applicable prospectus supplement, we may issue units consisting of one or more shares of common stock, shares of preferred stock, debt securities, warrants, other securities or any combination of such securities. Such combinations may include, but are not limited to, units consisting of common stock and debt securities, common stock and warrants, and warrants and debt securities.

BOOK ENTRY PROCEDURES AND SETTLEMENT

We may issue the securities offered pursuant to this prospectus in certificated or book-entry form or in the form of one or more global securities. The accompanying prospectus supplement will describe the manner in which the securities offered thereby will be issued.

CERTAIN PROVISIONS OF THE MARYLAND GENERAL CORPORATION LAW AND OUR CHARTER AND BYLAWS

The following description of the terms of our stock and of certain provisions of Maryland law is only a summary. Copies of our charter and bylaws are filed as exhibits to the registration statement of which this prospectus is a part. See "Where You Can Find More Information."

The MGCL and our charter and bylaws contain provisions that could make it more difficult for a potential acquirer to acquire us by means of a tender offer, proxy contest or otherwise. These provisions are expected to discourage certain coercive takeover practices and inadequate takeover bids and to encourage persons seeking to acquire control of us to negotiate first with our Board of Directors. We believe that the benefits of these provisions outweigh the potential disadvantages of discouraging any such acquisition proposals because, among other things, the negotiation of such proposals may improve their terms.

Number of Directors; Vacancies; Removal

Our charter and bylaws provide that the number of directors we have may be established only by resolution adopted by the affirmative vote of a majority of our entire Board of Directors, but may not be fewer than the minimum number permitted under Maryland law nor more than 15. We currently have five directors. Our bylaws provide that vacancies in our Board of Directors may be filled by the remaining directors, even if the remaining directors do not constitute a quorum. Any individual elected to fill such vacancy will serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualifies. Any director may resign at any time. Each of our directors is elected by our stockholders to serve until the next annual meeting and until his or her successor is duly elected and qualifies under Maryland law. Holders of shares of our common stock will have no right to cumulative voting in the election of directors.

Our bylaws require that each director be an individual at least 21 years of age who is not under legal disability and that at least a majority of our directors will be individuals whom our Board of Directors has determined are "independent" under the standards established by our Board of Directors and in accordance with the then applicable NASDAQ listing standards.

Our charter provides that any director may be removed from office, with or without cause, by the affirmative vote of the stockholders entitled to cast not less than 66 2/3% of the total votes entitled to be cast generally in the election of directors. This provision may preclude stockholders from removing incumbent directors and filling the vacancies created by such removal with their own nominees.

Action by Stockholders

Under the MGCL, common stockholder action can be taken only at an annual or special meeting of stockholders or by unanimous consent in lieu of a meeting (unless the charter provides for a lesser percentage, which our charter does not). These provisions, combined with the requirements of our charter and bylaws regarding the calling of a stockholder-requested special meeting of stockholders discussed below, may have the effect of delaying consideration of a stockholder proposal until the next annual meeting.

Meetings and Special Voting Requirements

Subject to our charter restrictions on ownership and transfer of our stock and the terms of each class or series of stock, including with respect to the vote by the stockholders for the election of the directors, each

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holder of common stock is entitled at each meeting of stockholders to one vote per share owned by such stockholder on all matters submitted to a vote of stockholders. There is no cumulative voting in the election of our Board of Directors, which means that the holders of a majority of shares of our outstanding common stock and Manager' s Stock voting together as a single class can elect all the directors then standing for election and the holders of the remaining shares of common stock will not be able to elect any directors.

Under Maryland law, a Maryland corporation generally cannot dissolve, amend its charter, merge, sell all or substantially all of its assets, engage in a share exchange or engage in similar transactions outside the ordinary course of business, unless declared advisable by the Board of Directors and approved by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter. However, a Maryland corporation may provide in its charter for approval of these matters by a lesser percentage, but not less than a majority of all the votes entitled to be cast on the matter. Our charter provides for a lesser percentage for mergers, sales of all or substantially all of our assets or share exchanges. Our charter further provides that (a) except for amendments to the provisions of our charter relating to director removal and the vote required for certain charter amendments, which require the affirmative vote of stockholders entitled to cast two-thirds of the vote entitled to be cast in such matter, we may not amend or repeal the provisions of our charter without the affirmative vote of the holders of a majority of the total voting power of all outstanding securities of the company then entitled to vote on such matter and (b) we may not dissolve without the affirmative vote of the holders of a majority of the total voting power of all outstanding securities of the company then entitled to vote on such matter.

Also, our operating assets are held by our subsidiaries and these subsidiaries may be able to merge or sell all or substantially all of their assets without the approval of our stockholders.

Pursuant to our bylaws, an annual meeting of our stockholders for the purpose of the election of directors and the transaction of any business will be held annually on a date and at the time and place set by our Board of Directors. Each of our directors is elected by our stockholders to serve until the next annual meeting and until his or her successor is duly elected and qualifies under Maryland law. Special meetings of stockholders may be called upon the request of a majority of our directors, the chairman of the Board, the president or the chief executive officer and must be called by our secretary to act on any matter that may properly be considered at a meeting of stockholders upon the written request of stockholders entitled to cast at least a majority of the votes entitled to be cast on such matter at the meeting (subject to the stockholders' compliance with certain procedures set forth in our bylaws). Our secretary will inform the requesting stockholders of the reasonably estimated cost of preparing and mailing the notice of meeting (including our proxy materials), and the requesting stockholder must pay such estimated cost before our secretary may prepare and mail the notice of the special meeting. The presence of stockholders entitled to cast at least a majority of all the votes entitled to be cast at such meeting on any matter, either in person or by proxy, will constitute a quorum.

One or more persons who together are and for at least six months have been stockholders of record of at least five percent of the outstanding shares of any class of our stock are entitled to receive a copy of our stockholder list upon request in accordance with Maryland law. The list provided by us will include each stockholder' s name and address and the number of shares owned by each stockholder and will be made available within 20 days of the receipt by us of the request. Stockholders and their representatives shall also be given access to our bylaws, the minutes of stockholder proceedings, our annual statements of affairs and any voting trust agreements on file at our principal office during usual business hours. We have the right to request that a requesting stockholder represent to us that the list and records will not be used to pursue commercial interests unrelated to the stockholder' s interests in his or her stock.

Approval of Extraordinary Corporate Action; Amendment of Charter and Bylaws

Under Maryland law, a Maryland corporation generally cannot consolidate, merge, sell all or substantially all of its assets or engage in a share exchange unless the action is advised by its board of directors and approved by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter unless a different proportion, which may not be less than a majority of all the votes entitled to be cast on the matter, is specified in the corporation' s charter. As permitted by Maryland law, our charter provides that any of these actions must be approved by the affirmative vote of at least two-thirds of our directors and approved by the affirmative vote of stockholders entitled to cast a majority of all the votes

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entitled to be cast on the matter. Also, many of our operating assets are held by our subsidiaries, and these subsidiaries may be able to merge or sell all or substantially all of their assets without the approval of our stockholders. Any amendment, waiver, alteration or repeal of any provision of, or addition to, the charter or the bylaws affecting the supermajority voting provisions of the Board of Directors in connection with our consolidation or merger, a sale of all or substantially all of our assets or engaging in a share exchange, including the requisite vote or percentage required to approve or take such actions, must be approved by the affirmative vote of not less than two-thirds of the Board of Directors. As a result of this provision, if Nicholas S. Schorsch and Edward M. Weil, Jr., both of our directors who are also principals of ARC, dissent from an extraordinary transaction, such as the merger of our company into another company, such directors would have the right to block such transaction from occurring. These supermajority voting provisions applicable to our Board of Directors could prevent a change in control of us that might involve a premium for our common stock or otherwise be in the best interests of our stockholders.

Our charter provides that, in the case of any reorganization, share exchange, consolidation, conversion or merger of us with or into another person in which shares of our common stock are converted into (or entitled to receive with respect thereto) shares of stock or other securities or property (including cash), each holder of a share of our (i) common stock, (ii) Series A Convertible Preferred Stock, (iii) Series B Convertible Preferred Stock and (iv) Manager's Stock will be entitled to receive with respect to each such share the same kind and amount of shares of stock and other securities and property (including cash), subject, with respect to our Series A Convertible Preferred Stock and our Series B Convertible Preferred Stock, to adjustments as set forth in our charter.

Under the MGCL, a Maryland corporation generally cannot amend its charter unless advised by its board of directors and approved by the affirmative vote of at least two-thirds of the votes entitled to be cast on the matter unless a different 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.

Except as set forth below, our charter may be amended only with the approval of our Board of Directors and the affirmative vote of at least a majority of all of the votes entitled to be cast on the matter. Any amendment, waiver, alteration or repeal of any provision of, or addition to, the charter or the bylaws affecting the supermajority voting provisions of the Board of Directors in connection with our consolidation or merger, a sale of all or substantially all of our assets or engaging in a share exchange, including the requisite vote or percentage required to approve or take such actions, must be approved by the affirmative vote of not less than two-thirds of the Board of Directors. Our charter further provides that, except for amendments to the provisions of our charter relating to director removal and the vote required for certain charter amendments, which require the affirmative vote of stockholders entitled to cast two-thirds of the votes entitled to be cast on such matter, we may not amend or repeal the provisions of our charter without the affirmative vote of the holders of a majority of the total voting power of all outstanding securities of the company then entitled to vote on such matter.

Our Board of Directors has the exclusive power to adopt, alter or repeal any provision of our bylaws and to make new bylaws.

No Appraisal Rights

As permitted by the MGCL, our charter provides that stockholders will not be entitled to exercise appraisal rights unless a majority of our Board of Directors determines that appraisal rights apply, with respect to all or any classes or series of stock, to one or more transactions occurring after the date of such determination in connection with which stockholders would otherwise be entitled to exercise appraisal rights.

Dissolution

Our dissolution must be declared advisable by a majority of our entire Board of Directors and approved by the affirmative vote of the holders of a majority of stockholders entitled to cast not less than a majority of the votes entitled to be cast on such matter.

Business Combinations

Under the MGCL, certain "business combinations," including a merger, consolidation, share exchange or, in certain circumstances, an asset transfer or issuance or reclassification of equity securities, between a

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Maryland corporation and an “interested stockholder” or, generally, any person who beneficially owns 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 stock of the corporation, 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. Thereafter, any such business combination must be recommended by the board of directors of such corporation and approved by the affirmative vote of at least (1) 80% of the votes entitled to be cast by holders of outstanding voting stock of the corporation and (2) 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. The super-majority vote requirements do not apply if 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. Under the MGCL, a person is not an “interested stockholder” if the board of directors approved in advance the transaction by which the person otherwise would have become an interested stockholder. A corporation’s board of directors may provide that its approval is subject to compliance with any terms and conditions determined by it.

These provisions of the MGCL do not apply, however, to business combinations that are approved or exempted by a board of directors prior to the time that the interested stockholder becomes an interested stockholder. As permitted by the MGCL, our Board of Directors has by resolution exempted business combinations (1) between us and any person, provided that such business combination is first approved by our Board of Directors (including a majority of directors who are not affiliates or associates of such person) and (2) between us and our Sponsor, our Manager, our operating partnership or any of their respective affiliates. Consequently, the five-year prohibition and the supermajority vote requirements will not apply to such business combinations. As a result, any person described above may be able to enter into business combinations with us that may not be in the best interest of our stockholders without compliance by us with the supermajority vote requirements and other provisions of the statute. This resolution, however, may be altered or repealed in whole or in part at any time by our Board of Directors. If this resolution is repealed, or our Board of Directors does not otherwise approve a business combination with a person other than our Sponsor, our Manager, our operating partnership or any of their respective affiliates, the statute may discourage others from trying to acquire control of us and increase the difficulty of consummating any offer.

Control Share Acquisitions

The MGCL provides that “control shares” of a Maryland corporation acquired in a “control share acquisition” have no voting rights except to the extent approved by the affirmative vote of stockholders entitled to cast two-thirds of the votes entitled to be cast on the matter, excluding shares of stock 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 that has made or proposed to make the 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 shares of voting stock which, if aggregated with all other such shares owned 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: (A) one-tenth or more but less than one-third, (B) one-third or more but less than a majority or (C) a majority or more of all voting power. Control shares do not include shares that the acquirer is then entitled to vote as a result of having previously obtained stockholder approval. A “control share acquisition” means the acquisition of 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 MGCL), may compel the board of directors to call a special meeting of stockholders to be held within 50 days of demand to consider the voting rights of the shares. If no request for a meeting is made, the corporation may itself present the question at any stockholders’ meeting.

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If voting rights are not approved at the meeting or if the acquirer 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, unless the corporation’s charter provides otherwise. 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 our stock. There is no assurance that such provision will not be amended or eliminated 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 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; and
- a majority requirement for the calling of a special meeting of stockholders.

Through provisions in our charter and bylaws unrelated to Subtitle 8, we already (1) require the affirmative vote of the stockholders entitled to cast at least two-thirds of the votes entitled to be cast generally in the election of directors for the removal of a director from the Board, (2) vest in the Board the exclusive power to fix the number of directors and (3) require, unless called by our chairman of the Board, chief executive officer, president or a majority of our directors, the request of stockholders entitled to cast a majority of the votes entitled to be cast at such meeting on such matter to call a special meeting of stockholders to act on any matter that may properly be considered at a meeting of stockholders.

Advance Notice of Director Nominations and New Business

Our bylaws provide that nominations of individuals for election to the Board or proposals of other business may be made at an annual meeting (1) pursuant to the company’s notice of meeting, (2) by or at the direction of our Board of Directors, or (3) by any stockholder of record both at the time of giving of notice pursuant to the bylaws and at the time of the annual meeting, who is entitled to vote at the meeting in the election of each individual so nominated or on any such other business and who has complied with the advance notice procedures set forth in our bylaws. Our bylaws currently require the stockholder to provide notice to the secretary containing the information required by our bylaws not earlier than 5:00 p.m., Eastern Time, on the 150th day nor later than 5:00 p.m., Eastern Time, on the 120th day prior to the first anniversary of the date of our proxy statement for the preceding year’s annual meeting.

With respect to special meetings of stockholders, only the business specified in our notice of meeting may be brought before the meeting. Nominations of individuals for election to the Board may be made at a special meeting, (1) by or at the direction of the Board of Directors, (2) by a stockholder that has requested that a special meeting be called for the purpose of electing directors in accordance with our bylaws and has

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supplied the information required by our bylaws about each individual whom such stockholder proposes to nominate for election as a director or (3) provided that the special meeting has been called for the purpose of electing directors, by any stockholder who is a holder of record both at the time of giving of notice and at the time of the special meeting, who is entitled to vote at the meeting in the election of each individual so nominated and who complies with the notice procedures set forth in our bylaws. Such stockholder may nominate one or more individuals, as the case may be, for election as a director if the stockholder's notice containing the information required by our bylaws is delivered to the secretary not earlier than the 120th day prior to such special meeting and not later than 5:00 p.m., Eastern Time, on the later of (1) the 90th day prior to such special meeting or (2) the tenth day following the day on which public announcement is first made of the date of the special meeting and the proposed nominees of our Board of Directors to be elected at the meeting.

Indemnification and Limitation of Directors' and Officers' Liability

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 (1) actual receipt of an improper benefit or profit in money, property or services or (2) active and deliberate dishonesty established by a final judgment as being material to the cause of action. Our charter contains such a provision and limits the liability of our directors and officers to the maximum extent permitted by Maryland law.

Our charter obligates us, to the maximum extent permitted by Maryland law, to indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (1) any present or former director or officer of our company who is made or threatened to be made a party to the proceeding by reason of his service in that capacity or (2) any individual who, while serving as our director or officer and at our request, serves or has served another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise as a director, officer, partner, member, manager or trustee of such corporation, real estate investment trust, partnership, limited liability company, 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 service in that capacity. Our charter also permits us to indemnify and advance expenses to any person who served any predecessor of our company in any of the capacities described above and to any employee or agent of our company or of any predecessor.

The MGCL requires us (unless our charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he is made or threatened to be made a party by reason of his service in that capacity. The MGCL permits a 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 (1) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (A) was committed in bad faith or (B) was the result of active and deliberate dishonesty, (2) the director or officer actually received an improper personal benefit in money, property or services, or (3) 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 the MGCL, a Maryland corporation may not indemnify a director or officer 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 a personal benefit was improperly received. A court may order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification, even though the director or officer did not meet the prescribed standard of conduct or was adjudged liable on the basis that personal benefit was improperly received. However, indemnification for an adverse judgment in a suit by us or in our right, or for a judgment of liability on the basis that personal benefit was improperly received, is limited to expenses. In addition, the MGCL permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (1) a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for

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indemnification by the corporation and (2) a written undertaking by him or on his behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the appropriate standard of conduct was not met.

We also are party to indemnification agreements with each of our directors and executive officers that provide for indemnification to the maximum extent permitted by Maryland law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

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MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following summary discusses the material U.S. federal income tax considerations associated with our qualification and taxation as a REIT and the acquisition, ownership and disposition of our shares of common stock. Supplemental U.S. federal income tax considerations relevant to the acquisition, ownership and disposition of the other securities offered by this prospectus may be provided in the prospectus supplement that relates to those securities. This summary is based upon the laws, regulations, and reported judicial and administrative rulings and decisions in effect as of the date of this prospectus, all of which are subject to change, retroactively or prospectively, and to possibly differing interpretations. This summary does not purport to deal with the U.S. federal income and other tax consequences applicable to all investors in light of their particular investment or other circumstances, or to all categories of investors, some of whom may be subject to special rules (for example, insurance companies, entities treated as partnerships for U.S. federal income tax purposes and investors therein, trusts, financial institutions and broker-dealers and, except to the extent discussed below, tax-exempt organizations and Non-U.S. Stockholders, as defined below). No ruling on the U.S. federal, state, or local tax considerations relevant to our operation or to the purchase, ownership or disposition of our shares, has been requested from the IRS or other tax authority. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax consequences described below.

This summary is also based upon the assumption that the operation of the company, and of its subsidiaries and other lower-tier and affiliated entities, will in each case be in accordance with its applicable organizational documents or partnership agreements. This summary does not discuss the impact that U.S. state and local taxes and taxes imposed by non U.S. jurisdictions could have on the matters discussed in this summary. In addition, this summary assumes that security holders hold our common stock as a capital asset, which generally means as property held for investment.

Prospective investors are urged to consult their tax advisors in order to determine the U.S. federal, state, local, foreign and other tax consequences to them of the purchase, ownership and disposition of our shares, the tax treatment of a REIT and the effect of potential changes in the applicable tax laws.

We have elected to be taxed as a REIT under the applicable provisions of the Code and the Treasury regulations promulgated thereunder, or Treasury Regulations, commencing with our taxable year ended December 31, 2011. We intend to continue operating as a REIT so long as our Board determines that REIT qualification remains in our best interest. However, we cannot assure you that we will meet the applicable requirements under U.S. federal income tax laws, which are highly technical and complex.

In brief, a corporation that complies with the provisions in Code Sections 856 through 860, and qualifies as a REIT generally is not taxed on its net taxable income to the extent such income is currently distributed to stockholders, thereby completely or substantially eliminating the “double taxation” that a corporation and its stockholders generally bear together. However, as discussed in greater detail below, a corporation could be subject to U.S. federal income tax in some circumstances even if it qualifies as a REIT and would likely suffer adverse consequences, including reduced cash available for distribution to its stockholders, if it failed to qualify as a REIT.

Proskauer Rose LLP has acted as our tax counsel in connection with this registration statement. Proskauer Rose LLP is of the opinion that (i) commencing with our taxable year ended on December 31, 2011, we have been organized in conformity with the requirements for qualification as a REIT under the Code and our actual method of operation through the date hereof has enabled and, assuming that our election to be treated as a REIT is not either revoked or intentionally terminated, our proposed method of operation will enable us to continue to meet the requirements for qualification and taxation as a REIT under the Code, and (ii) our operating partnership has been and will be taxed as a partnership and not an association or publicly traded partnership (within the meaning of Code Section 7704) subject to tax as a corporation, for U.S. federal income tax purposes beginning with its first taxable year. This opinion has been filed as an exhibit to the registration statement of which this prospectus is a part, and is based and conditioned, in part, on various assumptions and representations as to factual matters and covenants made to Proskauer Rose LLP by us and based upon certain terms and conditions set forth in the opinion. Our qualification as a REIT depends upon our ability to meet, through operation of the properties we acquire and our investment in other assets, the

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applicable requirements under U.S. federal income tax laws. Proskauer Rose LLP has not reviewed these operating results for compliance with the applicable requirements under U.S. federal income tax laws. Therefore, we cannot assure you that our actual operating results allow us to satisfy the applicable requirements to qualify as a REIT under U.S. federal income tax laws in any taxable year.

General

The term “REIT taxable income” means the taxable income as computed for a corporation which is not a REIT:

without the deductions allowed by Code Sections 241 through 247, and 249 (relating generally to the deduction for dividends received);

excluding amounts equal to: the net income from foreclosure property and the net income derived from prohibited transactions;

deducting amounts equal to: the net loss from foreclosure property, the net loss derived from prohibited transactions, the tax imposed by Code Section 857(b)(5) upon a failure to meet the 95% or the 75% gross income tests, the tax imposed by Code Section 856(c)(7)(C) upon a failure to meet the quarterly asset tests, the tax imposed by Code Section 856(g)(5) for otherwise avoiding REIT disqualification, and the tax imposed by Code Section 857(b)(7) on redetermined rents, redetermined deductions and excess interest;

deducting the amount of dividends paid under Code Section 561, computed without regard to the amount of the net income from foreclosure property (which is excluded from REIT taxable income); and

without regard to any change of annual accounting period pursuant to Code Section 443(b).

In any year in which we qualify as a REIT and have a valid election in place, we will claim deductions for the dividends we pay to the stockholders, and therefore will not be subject to U.S. federal income tax on that portion of our taxable income or capital gain which is distributed to our stockholders.

Although we can eliminate or substantially reduce our U.S. federal income tax liability by maintaining our REIT qualification and paying sufficient dividends, we will be subject to U.S. federal tax in the following circumstances:

We will be taxed at normal corporate rates on any undistributed REIT taxable income or net capital gain.

If we fail to satisfy either the 95% Gross Income Test or the 75% Gross Income Test (each of which is described below), but our failure is due to reasonable cause and not willful neglect, and we therefore maintain our REIT qualification, we will be subject to a tax equal to the product of (a) the amount by which we failed the 75% or 95% Gross Income Test (whichever amount is greater) multiplied by (b) a fraction intended to reflect our profitability.

We will be subject to an excise tax if we fail to currently distribute sufficient income. In order to make the “required distribution” with respect to a calendar year, we must distribute the sum of (1) 85% of our REIT ordinary income for the calendar year, (2) 95% of our REIT capital gain net income for the calendar year, and (3) the excess, if any, of the grossed up required distribution (as defined in the Code) for the preceding calendar year over the distributed amount for that preceding calendar year. Any excise tax liability would be equal to 4% of the difference between the amount required to be distributed under this formula and the amount actually distributed and would not be deductible by us.

We may be subject to the corporate “alternative minimum tax” on our items of tax preference, including any deductions of net operating losses.

If we have net income from prohibited transactions such income would be subject to a 100% tax. See “– REIT Qualification Tests – Prohibited Transactions.”

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We will be subject to U.S. federal income tax at the highest corporate rate on any non-qualifying income from foreclosure property, although we will not own any foreclosure property unless we make loans or accept purchase money notes secured by interests in real property and foreclose on the property following a default on the loan, or foreclose on property pursuant to a default on a lease.

If we fail to satisfy any of the REIT asset tests, as described below, other than a failure of the 5% or 10% REIT assets tests that does not exceed a statutory de minimis amount as described more fully below, but our failure is 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 amount determined by multiplying the highest corporate tax rate (currently 35%) by the net income generated by the non-qualifying assets during the period in which we failed to satisfy the asset tests.

If we fail to satisfy any other provision of the Code that would result in our failure to continue to qualify as a REIT (other than a gross income or asset test requirement) and that violation is due to reasonable cause, we may retain our REIT qualification, but we will be required to pay a penalty of \$50,000 for each such failure.

We may be required to pay monetary penalties to the IRS in certain circumstances, including if we fail to meet record-keeping requirements intended to monitor our compliance with rules relating to the composition of our stockholders. Such penalties generally would not be deductible by us.

If we acquire any asset from a corporation that is subject to full corporate-level U.S. federal income tax in a transaction in which our basis in the asset is determined by reference to the transferor corporation's basis in the asset, and we recognize gain on the disposition of such an asset for up to a 10-year period beginning on the date we acquired such asset, then the excess of the fair market value as of the beginning of the applicable recognition period over our adjusted basis in such asset at the beginning of such recognition period will be subject to U.S. federal income tax at the highest regular corporate U.S. federal income tax rate. The results described in this paragraph assume that the non-REIT corporation will not elect, in lieu of this treatment, to be subject to an immediate tax when the asset is acquired by us.

A 100% tax may be imposed on transactions between us and a TRS that do not reflect arm's-length terms.

The earnings of our subsidiaries that are C corporations, including any subsidiary we may elect to treat as a TRS will generally be subject to U.S. federal corporate income tax.

We may elect to retain and pay income tax on our net capital gain. In that case, a stockholder would include his, her or its proportionate share of our undistributed net capital gain (to the extent we make a timely designation of such gain to the stockholder) in his, her or its income as long-term capital gain, would be deemed to have paid the tax that we paid on such gain, and would be allowed a credit for his, her or its proportionate share of the tax deemed to have been paid, and an adjustment would be made to increase the stockholder's basis in our common stock. Stockholders that are U.S. corporations will also appropriately adjust their earnings and profits for the retained capital gain in accordance with Treasury Regulations to be promulgated.

In addition, notwithstanding our qualification as a REIT, we and our subsidiaries may be subject to a variety of taxes, including state and local and foreign income, property, payroll and other taxes on our assets and operations. We could also be subject to tax in situations and on transactions not presently contemplated.

REIT Qualification Tests

Organizational Requirements. The Code defines a REIT as a corporation, trust or association:

that is managed by one or more trustees or directors;

the beneficial ownership of which is evidenced by transferable shares or by transferable certificates of beneficial interest;

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- that would be taxable as a domestic corporation but for its qualification as a REIT;
- that is neither a financial institution nor an insurance company;
- that meets the gross income, asset and annual distribution requirements;
- the beneficial ownership of which is held by 100 or more persons on at least 335 days in each full taxable year, proportionately adjusted for a short taxable year;
- generally in which, at any time during the last half of each taxable year, no more than 50% in value of the outstanding stock is owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include specified entities);
- that makes an election to be taxable as a REIT for the current taxable year, or has made this election for a previous taxable year, which election has not been revoked or terminated, and satisfies all relevant filing and other administrative requirements established by the IRS that must be met to maintain qualification as a REIT; and
- that uses a calendar year for U.S. federal income tax purposes.

The first five organizational requirements must be met during each taxable year for which REIT qualification is sought, while the sixth and seventh conditions do not have to be met until after the first taxable year for which a REIT election is made. We have adopted December 31 as our year end, thereby satisfying the last condition.

Ownership of Interests in Partnerships, Limited Liability Companies and Qualified REIT Subsidiaries. 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, 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, and 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. Thus, our pro rata share of the assets and items of income of any partnership or limited liability company treated as a partnership or disregarded entity for U.S. federal income tax purposes in which we own an interest is treated as our assets and items of income for purposes of Asset Tests and Gross Income Tests (each as defined below).

We expect to control our subsidiary partnerships and limited liability companies and intend 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 qualification 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 Test or Asset Test (each as defined below), 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 certain assets through subsidiaries that we intend to be treated as “qualified REIT subsidiaries.” 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 purposes of the Asset Tests and Gross Income Tests (each as defined below). A qualified REIT subsidiary is not subject to U.S. federal income tax, but may be subject to state or local 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.” While we currently hold all of our investments through the operating partnership, we also may hold investments separately, through qualified REIT subsidiaries. Because a qualified REIT subsidiary must be wholly owned

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by a REIT, any such subsidiary utilized by us would have to be owned by us, or another qualified REIT subsidiary, and could not be owned by the operating partnership unless we own 100% of the equity interest in the operating partnership.

If a disregarded subsidiary ceases to be wholly owned by us (for example, if any equity interest in the subsidiary is acquired by a person other than us or another one of our disregarded subsidiaries), the subsidiary's separate existence would no longer be disregarded for U.S. federal income tax purposes. Instead, it would have multiple owners and would be treated as either a partnership or a taxable corporation. Such an event could, depending on the circumstances, adversely affect our ability to satisfy the Asset Tests and Gross Income Tests, including the requirement that REITs generally may not own, directly or indirectly, more than 10% of the value or voting power of the outstanding securities of another corporation. See “– Asset Tests” and “– Income Tests.”

Ownership of Interests in TRSs. We currently own an interest in one TRS and 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, a TRS generally may engage in any business, including investing in assets and engaging in activities that could not be held or conducted directly by us without jeopardizing our qualification as a REIT.

A TRS is subject to U.S. federal income tax as a regular C corporation. In addition, if certain tests regarding the TRS's debt-to-equity ratio are not satisfied, a TRS generally may not deduct interest payments made in any year to an affiliated REIT to the extent that such payments exceed 50% of the TRS's adjusted taxable income for that year (although the TRS may carry forward to, and deduct in, a succeeding year the disallowed interest amount if the 50% test is satisfied in that year). A REIT's ownership of securities of a TRS is not subject to the 5% or 10% asset tests described below. However, no more than 25% of the gross value of a REIT's assets may be comprised of securities of one or more TRS. See “– Asset Tests.”

Share Ownership Requirements

The common stock and any other stock we issue must be held by a minimum of 100 persons (determined without attribution to the owners of any entity owning our stock) for at least 335 days in each full taxable year, proportionately adjusted for partial taxable years. In addition, we cannot be “closely-held,” which means that at all times during the second half of each taxable year, no more than 50% in value of our stock may be owned, directly or indirectly, by five or fewer individuals (determined by applying certain attribution rules under the Code to the owners of any entity owning our stock) as specifically defined for this purpose. However, these two requirements do not apply until after the first taxable year an entity elects REIT status.

Our charter contains certain provisions intended, among other purposes, to enable us to meet the sixth and seventh requirements above. First, subject to certain exceptions, our charter provides that no person may beneficially or constructively own (applying certain attribution rules under the Code) more than 9.8% in value of the aggregate of our outstanding shares of stock or more than 9.8% (in value or in number of shares, whichever is more restrictive) of any class or series of shares of our stock, as well as in certain other circumstances. See the section entitled “Description of Capital Stock – Restrictions on Ownership and Transfer” in this prospectus. Additionally, our charter contains provisions requiring each holder of our shares to disclose, upon demand, constructive or beneficial ownership of shares as deemed necessary to comply with the requirements of the Code. Furthermore, stockholders failing or refusing to comply with our disclosure request will be required, under Treasury Regulations promulgated under the Code, to submit a statement of such information to the IRS at the time of filing their annual income tax returns for the year in which the request was made.

Asset Tests

At the close of each calendar quarter of the taxable year, we must satisfy four tests based on the composition of our assets, or the Asset Tests. After initially meeting the Asset Tests at the close of any quarter, we will not lose our qualification as a REIT for failure to satisfy the Asset Tests at the end of a later quarter solely due to changes in value of our assets. In addition, if the failure to satisfy the Asset Tests results from an acquisition during a quarter, the failure generally can be cured by disposing of non-qualifying assets

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within 30 days after the close of that quarter. We will continue to maintain adequate records of the value of our assets to ensure compliance with these tests and will act within 30 days after the close of any quarter as may be required to cure any noncompliance.

75% Asset Test. At least 75% of the value of our assets must be represented by “real estate assets,” cash, cash items (including receivables) and government securities, which we refer to as the 75% Asset Test. Real estate assets include (1) real property (including interests in real property and interests in mortgages on real property), (2) shares in other qualifying REITs and (3) any property (not otherwise a real estate asset) attributable to the temporary investment of “new capital” in stock or a debt instrument, but only for the one-year period beginning on the date we received the new capital. Property will qualify as being attributable to the temporary investment of new capital if the money used to purchase the stock or debt instrument is received by us in exchange for our stock or in a public offering of debt obligations that have a maturity of at least five years. Assets that do not qualify for purposes of the 75% test are subject to the additional asset tests described below under “– 25% Asset Test.”

We are currently invested in the real properties described in the “American Realty Capital Properties Inc.” section of this prospectus. In addition, we have invested and intend to invest funds not used to acquire properties in cash sources, “new capital” investments or other liquid investments which allow us to continue to qualify under the 75% Asset Test. Therefore, our investment in real properties should constitute “real estate assets” and should allow us to meet the 75% Asset Test.

25% Asset Test. Except as described below, the remaining 25% of our assets generally may be invested without restriction, which we refer to as the 25% Asset Test. However, if we invest in any securities that do not qualify under the 75% Asset Test, such securities may not exceed either (1) 5% of the value of our assets as to any one issuer; or (2) 10% of the outstanding securities by vote or value of any one issuer. The 10% value test does not apply to certain “straight debt” and other excluded securities, as described in the Code, including but not limited to any loan to an individual or estate, any obligation to pay rents from real property and any security issued by a REIT. In addition, a partnership interest held by a REIT is not considered a “security” for purposes of the 10% value test; instead, the REIT is treated as owning directly its proportionate share of the partnership’s assets, which is based on the REIT’s proportionate interest in any securities issued by the partnership (disregarding for this purpose the general rule that a partnership interest is not a security), but excluding certain securities described in the Code.

For purposes of the 10% value test, “straight debt” means a written unconditional promise to pay on demand or on a specified date a sum certain in money if (i) the debt is not convertible, directly or indirectly, into stock, (ii) the interest rate and interest payment dates are not contingent on profits, the borrower’s discretion, or similar factors other than certain contingencies relating to the timing and amount of principal and interest payments, as described in the Code and (iii) in the case of an issuer which is a corporation or a partnership, securities that otherwise would be considered straight debt will not be so considered if we, and any of our “controlled taxable REIT subsidiaries” as defined in the Code, hold any securities of the corporate or partnership issuer which (a) are not straight debt or other excluded securities (prior to the application of this rule), and (b) have an aggregate value greater than 1% of the issuer’s outstanding securities (including, for the purposes of a partnership issuer, our interest as a partner in the partnership).

We believe that our holdings of real estate assets and other securities comply with the foregoing REIT asset requirements, and we intend to monitor compliance on an ongoing basis. We may make real estate related debt investments; *provided*, that the underlying real estate meets our criteria for direct investment. A real estate mortgage loan that we own generally will be treated as a real estate asset for purposes of the 75% Asset Test if, on the date that we acquire or originate the mortgage loan, the value of the real property securing the loan is equal to or greater than the principal amount of the loan. A REIT is able to cure certain asset test violations. As noted above, a REIT cannot own securities of any one issuer representing more than 5% of the total value of the REIT’s assets or more than 10% of the outstanding securities, by vote or value, of any one issuer. However, a REIT would not lose its REIT qualification for failing to satisfy these 5% or 10% asset tests in a quarter if the failure is due to the ownership of assets the total value of which does not exceed the lesser of (1) 1% of the total value of the REIT’s assets at the end of the quarter for which the measurement is done, or (2) \$10 million; *provided*, that in either case the REIT either disposes of the assets

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within six months after the last day of the quarter in which the REIT identifies the failure (or such other time period prescribed by the Department of the Treasury, or the Treasury), or otherwise meets the requirements of those rules by the end of that period.

If a REIT fails to meet any of the asset test requirements for a quarter and the failure exceeds the de minimis threshold described above, then the REIT still would be deemed to have satisfied the requirements if (1) following the REIT's identification of the failure, the REIT files a schedule with a description of each asset that caused the failure, in accordance with regulations prescribed by the Treasury; (2) the failure was due to reasonable cause and not to willful neglect; (3) the REIT disposes of the assets within six months after the last day of the quarter in which the identification occurred or such other time period as is prescribed by the Treasury (or the requirements of the rules are otherwise met within that period); and (4) the REIT pays a tax on the failure equal to the greater of (1) \$50,000, or (2) an amount determined (under regulations) by multiplying (x) the highest rate of tax for corporations under Code Section 11, by (y) the net income generated by the assets that caused the failure for the period beginning on the first date of the failure and ending on the date the REIT has disposed of the assets (or otherwise satisfies the requirements).

Income Tests

For each calendar year, we must satisfy two separate tests based on the composition of our gross income, as defined under our method of accounting, or the Gross Income Tests.

75% Gross Income Test. At least 75% of our gross income for the taxable year (excluding gross income from prohibited transactions) must result from (1) rents from real property, (2) interest on obligations secured by mortgages on real property or on interests in real property, (3) gains from the sale or other disposition of real property (including interests in real property and interests in mortgages on real property) other than property held primarily for sale to customers in the ordinary course of our trade or business, (4) dividends from other qualifying REITs and gain (other than gain from prohibited transactions) from the sale of shares of other qualifying REITs, (5) other specified investments relating to real property or mortgages thereon, and (6) for a limited time, temporary investment income (as described under the 75% Asset Test above). We refer to this requirement as the 75% Gross Income Test. We intend to invest funds not otherwise invested in real properties in cash sources or other liquid investments which will allow us to qualify under the 75% Gross Income Test.

95% Gross Income Test. At least 95% of our gross income (excluding gross income from prohibited transactions) for the taxable year must be derived from (1) sources which satisfy the 75% Gross Income Test, (2) dividends, (3) interest, or (4) gain from the sale or disposition of stock or other securities that are not assets held primarily for sale to customers in the ordinary course of our trade or business. We refer to this requirement as the 95% Gross Income Test. It is important to note that dividends and interest on obligations not collateralized by an interest in real property qualify under the 95% Gross Income Test, but not under the 75% Gross Income Test. We intend to invest funds not otherwise invested in properties in cash sources or other liquid investments which will allow us to qualify under the 95% Gross Income Test.

Rents from Real Property. Income attributable to a lease of real property generally will qualify as "rents from real property" under the 75% Gross Income Test and the 95% Gross Income Test if such lease is respected as a true lease for U.S. federal income tax purposes (see "– Characterization of Property Leases") and subject to the rules discussed below. Rent from a particular tenant will not qualify if we, or an owner of 10% or more of our stock, directly or indirectly, owns 10% or more of the voting stock or the total number of shares of all classes of stock in, or 10% or more of the assets or net profits of, the tenant (subject to certain exceptions). The portion of rent attributable to personal property rented in connection with real property will not qualify, unless the portion attributable to personal property is 15% or less of the total rent received under, or in connection with, the lease.

Generally, rent will not qualify if it is based in whole, or in part, on the income or profits of any person from the underlying property. However, rent will not fail to qualify if it is based on a fixed percentage (or designated varying percentages) of receipts or sales, including amounts above a base amount so long as the base amount is fixed at the time the lease is entered into, the provisions are in accordance with normal business practice and the arrangement is not an indirect method for basing rent on income or profits.

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If a REIT operates or manages a property or furnishes or renders certain “impermissible services” to the tenants at the property, and the income derived from the services exceeds 1% of the total amount received by that REIT with respect to the property, then no amount received by the REIT with respect to the property will qualify as “rents from real property.” Impermissible services are services other than services “usually or customarily rendered” in connection with the rental of real property and not otherwise considered “rendered to the occupant.” For these purposes, the income that a REIT is considered to receive from the provision of “impermissible services” will not be less than 150% of the cost of providing the service. If the amount so received is 1% or less of the total amount received by us with respect to the property, then only the income from the impermissible services will not qualify as “rents from real property.” However, this rule generally will not apply if such services are provided to tenants through an independent contractor from whom we derive no revenue, or through a TRS. With respect to this rule, tenants will receive some services in connection with their leases of the real properties. Our intention is that the services to be provided are those usually or customarily rendered in connection with the rental of space, and therefore, providing these services will not cause the rents received with respect to the properties to fail to qualify as rents from real property for purposes of the 75% Gross Income Test (and the 95% Gross Income Test described below). The Board of Directors intends to hire qualifying independent contractors or to utilize our TRSs to render services which it believes, after consultation with our tax advisors, are not usually or customarily rendered in connection with the rental of space.

In addition, we have represented that, with respect to our leasing activities, we will not (1) charge rent for any property that is based in whole or in part on the income or profits of any person (excluding rent based on a percentage of receipts or sales, as described above), (2) charge rent that will be attributable to personal property in an amount greater than 15% of the total rent received under the applicable lease, or (3) enter into any lease with a related party tenant.

Amounts received as rent from a TRS are not excluded from rents from real property by reason of the related party rules described above, if the activities of the TRS and the nature of the properties it leases meet certain requirements. The TRSs will pay regular corporate tax rates on any income they earn. In addition, the TRS rules limit the deductibility of interest paid or accrued by a TRS to its parent REIT to assure that the TRS is subject to an appropriate level of corporate taxation. Further, the rules impose a 100% excise tax on transactions between a TRS and its parent REIT or the REIT’s tenants whose terms are not on an arm’s-length basis.

Interest Income. It is possible that we will be paid interest on loans secured by real property. All interest income qualifies under the 95% Gross Income Test, and interest on loans secured by real property qualifies under the 75% Gross Income Test; *provided*, that in both cases, the interest does not depend, in whole or in part, on the income or profits of any person (excluding amounts based on a fixed percentage of receipts or sales). If a loan is secured by both real property and other property, the interest on it may nevertheless qualify under the 75% Gross Income Test if the amount of the loan does not exceed the fair market value of the real property at the time of the loan commitment. All of our loans secured by real property will be structured this way. Therefore, income generated through any investments in loans secured by real property should be treated as qualifying income under the 75% Gross Income Test.

Dividend Income. We may receive distributions from TRSs or other corporations that are not REITs or qualified REIT subsidiaries. These distributions are generally classified as dividends to the extent of the earnings and profits of the distributing corporation. Such distributions generally constitute qualifying income for purposes of the 95% Gross Income Test, but not the 75% Gross Income Test. Any dividends received by us from a REIT will be qualifying income for purposes of both the 95% and 75% Gross Income Tests.

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 intend to take these actions to prevent a violation of the Gross Income Tests, we cannot guarantee that such actions will in all cases prevent such a violation.

Foreclosure Property. Foreclosure property is real property and any personal property incident to such real property (1) that is acquired by a REIT as a result of the REIT having bid on the property at foreclosure or having otherwise reduced the property to ownership or possession by agreement or process of law after

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there was a default (or default was imminent) on a lease of the property or a mortgage loan held by the REIT and secured by the property, (2) for which the related loan or lease was acquired by the REIT at a time when default was not imminent or anticipated and (3) for which such REIT makes a proper election to treat the property as foreclosure property. REITs generally are subject to tax at the maximum U.S. federal corporate tax rate (currently 35%) on any net income from foreclosure property, including any gain from the disposition of the foreclosure property, other than income that would otherwise be qualifying income for purposes of the 75% Gross Income Test. Any gain from the sale of property for which a foreclosure property election has been made will not be subject to the 100% tax on gains from prohibited transactions described above, even if the property would otherwise constitute inventory or dealer property in the hands of the selling REIT. If we believe we will receive any income from foreclosure property that is not qualifying income for purposes of the 75% Gross Income Test, we intend to elect to treat the related property as foreclosure property.

Satisfaction of the Gross Income Tests. Our share of income from the properties primarily will give rise to rental income and gains on sales of the properties, substantially all of which generally will qualify under the 75% Gross Income and 95% Gross Income Tests. However, we may establish a TRS in order to engage on a limited basis in acquiring and promptly reselling short- and medium-term lease assets for immediate gain. The gross income generated by our TRS would not be included in our gross income. However, any dividends from our TRS to us would be included in our gross income and qualify for the 95% Gross Income Test, but not the 75% Gross Income Test.

If we fail to satisfy either the 75% Gross Income or 95% Gross Income Tests for any taxable year, we may retain our qualification as a REIT for such year if we satisfy the IRS that (1) the failure was due to reasonable cause and not due to willful neglect, (2) we attach to our return a schedule describing the nature and amount of each item of our gross income, and (3) any incorrect information on such schedule was not due to fraud with intent to evade U.S. federal income tax. If this relief provision is available, we would remain subject to tax equal to the greater of the amount by which we failed the 75% Gross Income Test or the 95% Gross Income Test, as applicable, multiplied by a fraction meant to reflect our profitability.

Annual Distribution Requirements

In addition to the other tests described above, we are required to distribute dividends (other than capital gain dividends) to our stockholders each year in an amount at least equal to the excess of: (1) the sum of: (a) 90% of our REIT taxable income (determined without regard to the deduction for dividends paid and by excluding any net capital gain); and (b) 90% of the net income (after tax) from foreclosure property; less (2) the sum of some types of items of non-cash income. Whether sufficient amounts have been distributed is based on amounts paid in the taxable year to which they relate, or in the following taxable year if we: (1) declared a dividend before the due date of our tax return (including extensions); (2) distribute the dividend within the 12-month period following the close of the taxable year (and not later than the date of the first regular dividend payment made after such declaration); and (3) file an election with our tax return. Additionally, dividends that we declare in October, November or December in a given year payable to stockholders of record in any such month will be treated as having been paid on December 31st of that year so long as the dividends are actually paid during January of the following year. In order for distributions to be counted as satisfying the annual distribution requirements for REITs, and to provide us with a REIT-level tax deduction, the distributions must not be “preferential dividends.” A dividend is not a preferential dividend if the distribution is (1) pro rata among all outstanding shares of stock within a particular class, and (2) in accordance with the preferences among different classes of stock as set forth in our organizational documents. If we fail to meet the annual distribution requirements as a result of an adjustment to our U.S. federal income tax return by the IRS, or under certain other circumstances, we may cure the failure by paying a “deficiency dividend” (plus penalties and interest to the IRS) within a specified period.

If we do not distribute 100% of our REIT taxable income, we will be subject to U.S. federal income tax on the undistributed portion. We also will be subject to an excise tax if we fail to currently distribute sufficient income. In order to make the “required distribution” with respect to a calendar year and avoid the excise tax, we must distribute the sum of (1) 85% of our REIT ordinary income for the calendar year, (2) 95% of our REIT capital gain net income for the calendar year, and (3) the excess, if any, of the grossed up required distribution (as defined in the Code) for the preceding calendar year over the distributed amount for that

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preceding calendar year. Any excise tax liability would be equal to 4% of the difference between the amount required to be distributed and the amount actually distributed and would not be deductible by us.

We intend to pay sufficient dividends each year to satisfy the annual distribution requirements and avoid U.S. federal income and excise taxes on our earnings; however, it may not always be possible to do so. It is possible that we may not have sufficient cash or other liquid assets to meet the annual distribution requirements due to tax accounting rules and other timing differences. Other potential sources of non-cash taxable income include:

“residual interests” in REMICs or taxable mortgage pools;

loans or mortgage-backed securities held as assets that are issued at a discount and require the accrual of taxable economic interest in advance of receipt in cash; and

loans on which the borrower is permitted to defer cash payments of interest, distressed loans on which we may be required to accrue taxable interest income even though the borrower is unable to make current servicing payments in cash, and debt securities purchased at a discount.

We will closely monitor the relationship between our REIT taxable income and cash flow, and if necessary to comply with the annual distribution requirements, will attempt to borrow funds to fully provide the necessary cash flow or to pay dividends in the form of taxable in-kind distributions of property, including taxable stock dividends.

Failure to Qualify

If we fail to continue to qualify, for U.S. federal income tax purposes, as a REIT in any taxable year, we may be eligible for relief provisions if the failures are due to reasonable cause and not willful neglect and if a penalty tax is paid with respect to each failure to satisfy the applicable requirements. If the applicable relief provisions are not available or cannot be met, we will not be able to deduct our dividends and will be subject to U.S. federal income tax (including any applicable alternative minimum tax) on our taxable income at regular corporate rates, thereby reducing cash available for distributions. In such event, all distributions to stockholders (to the extent of our current and accumulated earnings and profits) will be taxable as ordinary dividend income. This “double taxation” results from our failure to continue to qualify as a REIT. Unless entitled to relief under specific statutory provisions, we will not be eligible to elect REIT qualification for the four taxable years following the year during which qualification was lost.

Recordkeeping Requirements

We are required to maintain records and request on an annual basis information from specified stockholders. These requirements are designed to assist us in determining the actual ownership of our outstanding stock and maintaining our qualification as a REIT.

Prohibited Transactions

As discussed above, we will be subject to a 100% U.S. federal income tax on any net income derived from “prohibited transactions.” Net income derived from prohibited transactions arises from the sale or exchange of property held for sale to customers in the ordinary course of our business which is not foreclosure property. There is an exception to this rule for the sale of property that:

is a real estate asset under the 75% Asset Test;

generally has been held for at least two years;

has aggregate expenditures which are includable in the basis of the property not in excess of 30% of the net selling price;

in some cases, was held for production of rental income for at least two years;

in some cases, substantially all of the marketing and development expenditures were made through an independent contractor; and

when combined with other sales in the year, either does not cause the REIT to have made more than seven sales of property during the taxable year (excluding sales of foreclosure property or in

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connection with an involuntary conversion) or occurs in a year when the REIT disposes of less than 10% of its assets (measured by U.S. federal income tax basis or fair market value, and ignoring involuntary dispositions and sales of foreclosure property).

Although we may eventually sell each of the properties, our primary intention in acquiring and operating the properties is the production of rental income and we do not expect to hold any property for sale to customers in the ordinary course of our business. The 100% tax will not apply to gains from the sale of property that is held through a TRS or other taxable corporation, although such income will be subject to tax in the hands of the corporation at regular corporate income tax rates. As a general matter, any condominium conversions we might undertake must satisfy these restrictions to avoid being “prohibited transactions,” which will limit the annual number of transactions. See “– Ownership of Interests in TRSs.”

Characterization of Property Leases

We have acquired and intend to acquire and own commercial properties subject to net leases. We have structured and currently intend to structure our leases so that they qualify as true leases for U.S. federal income tax purposes. For example, with respect to each lease, we generally expect that:

our operating partnership and the lessee will intend for their relationship to be that of a lessor and lessee, and such relationship will be documented by a lease agreement;

the lessee will have the right to exclusive possession and use and quiet enjoyment of the properties covered by the lease during the term of the lease;

the lessee will bear the cost of, and will be responsible for, day-to-day maintenance and repair of the properties other than the cost of certain capital expenditures, and will dictate through the property managers, who will work for the lessee during the terms of the leases, and how the properties will be operated and maintained;

the lessee will bear all of the costs and expenses of operating the properties, including the cost of any inventory used in their operation, during the term of the lease, other than the cost of certain furniture, fixtures and equipment, and certain capital expenditures;

the lessee will benefit from any savings and will bear the burdens of any increases in the costs of operating the properties during the term of the lease;

in the event of damage or destruction to a property, the lessee will be at economic risk because it will bear the economic burden of the loss in income from operation of the properties subject to the right, in certain circumstances, to terminate the lease if the lessor does not restore the property to its prior condition;

the lessee will indemnify the lessor against all liabilities imposed on the lessor during the term of the lease by reason of (A) injury to persons or damage to property occurring at the properties or (B) the lessee’s use, management, maintenance or repair of the properties;

the lessee will be obligated to pay, at a minimum, substantial base rent for the period of use of the properties under the lease;

the lessee will stand to incur substantial losses or reap substantial gains depending on how successfully it, through the property managers, who work for the lessees during the terms of the leases, operates the properties;

we expect that each lease that we enter into, at the time we enter into it (or at any time that any such lease is subsequently renewed or extended) will enable the tenant to derive a meaningful profit, after expenses and taking into account the risks associated with the lease, from the operation of the properties during the term of its leases; and

upon termination of each lease, the applicable property will be expected to have a remaining useful life equal to at least 20% of its expected useful life on the date the lease is entered into, and a fair market value equal to at least 20% of its fair market value on the date the lease was entered into.

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If, however, the IRS were to recharacterize our leases as service contracts, partnership agreements or otherwise, rather than true leases, or disregard the leases altogether for tax purposes, all or part of the payments that we receive from the lessees would not be considered rent and might not otherwise satisfy the various requirements for qualification as “rents from real property.” In that case, we would not be able to satisfy either the 75% or 95% Gross Income Tests and, as a result, could lose our REIT qualification.

Tax Aspects of Investments in Partnerships

General. We currently hold and anticipate holding direct or indirect interests in one or more partnerships, including the operating partnership. We operate as an Umbrella Partnership REIT, or UPREIT, which is a structure whereby we own a direct interest in the operating partnership, and the operating partnership, in turn, owns the properties and may possibly own interests in other non-corporate entities that own properties. Such non-corporate entities would generally be organized as limited liability companies, partnerships or trusts and would either be disregarded for U.S. federal income tax purposes (if the operating partnership were the sole owner) or treated as partnerships for U.S. federal income tax purposes.

The following is a summary of the U.S. federal income tax consequences of our investment in the operating partnership if the operating partnership is treated as a partnership for U.S. federal income tax purposes. This discussion should also generally apply to any investment by us in a property partnership or other non-corporate entity.

A partnership (that is not a publicly traded partnership taxed as a corporation) is not subject to tax as an entity for U.S. federal income tax purposes. Rather, partners are allocated their allocable share of the items of income, gain, loss, deduction and credit of the partnership, and are potentially subject to tax thereon, without regard to whether the partners receive any distributions from the partnership. We are required to take into account our allocable share of the foregoing items for purposes of the various REIT gross income and asset tests, and in the computation of our REIT taxable income and U.S. federal income tax liability. Further, there can be no assurance that distributions from the operating partnership will be sufficient to pay the tax liabilities resulting from an investment in the operating partnership.

Generally, an entity with two or more members formed as a partnership or limited liability company under state law will be taxed as a partnership for U.S. federal income tax purposes unless it specifically elects otherwise. Because the operating partnership was formed as a partnership under state law, for U.S. federal income tax purposes, the operating partnership will be treated as a partnership, if it has two or more partners, or a disregarded entity, if it is treated as having one partner. We intend that interests in the operating partnership (and any partnership invested in by the operating partnership) will fall within one of the “safe harbors” for the partnership to avoid being classified as a publicly traded partnership. However, our ability to satisfy the requirements of some of these safe harbors depends on the results of actual operations and accordingly no assurance can be given that any such partnership will at all times satisfy one of such safe harbors. We reserve the right to not satisfy any safe harbor. Even if a partnership is a publicly traded partnership, it generally will not be treated as a corporation if at least 90% of its gross income each taxable year is from certain sources, which generally include rents from real property and other types of passive income. We believe that our operating partnership has had and will have sufficient qualifying income so that it would be taxed as a partnership, even if it were treated as a publicly traded partnership.

If for any reason the operating partnership (or any partnership invested in by the operating partnership) is taxable as a corporation for U.S. federal income tax purposes, the character of our assets and items of gross income would change, and as a result, we would most likely be unable to satisfy the applicable REIT requirements under U.S. federal income tax laws discussed above. In addition, any change in the status of any partnership may be treated as a taxable event, in which case we could incur a tax liability without a related cash distribution. Further, if any partnership was treated as a corporation, items of income, gain, loss, deduction and credit of such partnership would be subject to corporate income tax, and the partners of any such partnership would be treated as stockholders, with distributions to such partners being treated as dividends.

Anti-abuse Treasury Regulations have been issued under the partnership provisions of the Code that authorize the IRS, in some abusive transactions involving partnerships, to disregard the form of a transaction and recast it as it deems appropriate. The anti-abuse regulations apply where a partnership is utilized in

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connection with a transaction (or series of related transactions) with a principal purpose of substantially reducing the present value of the partners' aggregate U.S. federal tax liability in a manner inconsistent with the intent of the partnership provisions. The anti-abuse regulations contain an example in which a REIT contributes the proceeds of a public offering to a partnership in exchange for a general partnership interest. The limited partners contribute real property assets to the partnership, subject to liabilities that exceed their respective aggregate bases in such property. The example concludes that the use of the partnership is not inconsistent with the intent of the partnership provisions, and thus, cannot be recast by the IRS. However, the anti-abuse regulations are extraordinarily broad in scope and are applied based on an analysis of all the facts and circumstances. As a result, we cannot assure you that the IRS will not attempt to apply the anti-abuse regulations to us. Any such action could potentially jeopardize our qualification as a REIT and materially affect the tax consequences and economic return resulting from an investment in us.

Income Taxation of Partnerships and their Partners. Although a partnership agreement generally will determine the allocation of a partnership's income and losses among the partners, such allocations may be disregarded for U.S. federal income tax purposes under Code Section 704(b) and the Treasury Regulations. If any allocation is not recognized for U.S. federal income tax purposes, the item subject to the allocation will be reallocated in accordance with the partners' economic interests in the partnership. We believe that the allocations of taxable income and loss in the operating partnership agreement comply with the requirements of Code Section 704(b) and the Treasury Regulations.

In some cases, special allocations of net profits or net losses will be required to comply with the U.S. federal income tax principles governing partnership tax allocations. Additionally, pursuant to Code Section 704(c), income, gain, loss and deduction attributable to property contributed to the operating partnership in exchange for units must be allocated in a manner so that the contributing partner is charged with, or benefits from, the unrealized gain or loss attributable to the property at the time of contribution. The amount of such unrealized gain or loss is generally equal to the difference between the fair market value and the adjusted basis of the property at the time of contribution. These allocations are designed to eliminate book-tax differences by allocating to contributing partners lower amounts of depreciation deductions and increased taxable income and gain attributable to the contributed property than would ordinarily be the case for economic or book purposes. With respect to any property purchased by the operating partnership, such property generally will have an initial tax basis equal to its fair market value, and accordingly, Code Section 704(c) will not apply, except as described further below in this paragraph. The application of the principles of Code Section 704(c) in tiered partnership arrangements is not entirely clear. Accordingly, the IRS may assert a different allocation method than the one selected by the operating partnership to cure any book-tax differences. In certain circumstances, we create book-tax differences by adjusting the values of properties for economic or book purposes and generally the rules of Code Section 704(c) would apply to such differences as well.

For U.S. federal income tax purposes, our depreciation deductions generally will be computed using the straight-line method. Commercial buildings, structural components and improvements are generally depreciated over 40 years. Shorter depreciation periods apply to other properties. Some improvements to land are depreciated over 15 years. With respect to such improvements, however, taxpayers may elect to depreciate these improvements over 20 years using the straight-line method. For properties contributed to the operating partnership, depreciation deductions are calculated based on the transferor's basis and depreciation method. Because depreciation deductions are based on the transferor's basis in the contributed property, the operating partnership generally would be entitled to less depreciation than if the properties were purchased in a taxable transaction. The burden of lower depreciation generally will fall first on the contributing partner, but also may reduce the depreciation allocated to other partners.

Gain on the sale or other disposition of depreciable property is characterized as ordinary income (rather than capital gain) to the extent of any depreciation recapture. Buildings and improvements depreciated under the straight-line method of depreciation are generally not subject to depreciation recapture unless the property was held for less than one year. However, individuals, trusts and estates that hold shares either directly or through a pass-through entity may be subject to tax on the disposition on such assets at a rate of 25% rather than at the normal capital gains rate, to the extent that such assets have been depreciated.

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Some expenses incurred in the conduct of the operating partnership's activities may not be deducted in the year they were paid. To the extent this occurs, the taxable income of the operating partnership may exceed its cash receipts for the year in which the expense is paid. As discussed above, the costs of acquiring properties must generally be recovered through depreciation deductions over a number of years. Prepaid interest and loan fees, and prepaid management fees are other examples of expenses that may not be deducted in the year they were paid.

Taxation of U.S. Stockholders

Taxation of Taxable U.S. Stockholders. As long as we qualify as a REIT, distributions paid to our U.S. stockholders out of current or accumulated earnings and profits (and not designated as capital gain dividends or, for tax years beginning before January 1, 2013, qualified dividend income) will be ordinary income. Generally, for purposes of this discussion, a "U.S. Stockholder" is a person (other than a partnership or entity treated as a partnership for U.S. federal income tax purposes) that is, for U.S. federal income tax purposes:

- an individual citizen or resident of the United States for U.S. federal income tax purposes;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) the trust has a valid election in effect under current Treasury Regulations to be treated as a U. S. person.

If a partnership or entity treated as a partnership for U.S. federal income tax purposes holds our stock, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding our common stock should consult its own tax advisor regarding the U.S. federal income tax consequences to the partner of the acquisition, ownership and disposition of our stock by the partnership.

Distributions in excess of current and accumulated earnings and profits are treated first as a return of capital to the U.S. Stockholder, reducing the U.S. Stockholder's tax basis in his, her or its common stock by the amount of such distribution, and then as capital gain. Because our earnings and profits are reduced for depreciation and other non-cash items, it is possible that a portion of each distribution will constitute a return of capital. Additionally, because distributions in excess of earnings and profits reduce the U.S. Stockholder's basis in our stock, this will increase the U.S. Stockholder's gain, or reduce the U.S. Stockholder's loss, on any subsequent sale of the stock.

Distributions that are designated as capital gain dividends will be taxed as long-term capital gain to the extent they do not exceed our actual net capital gain for the taxable year, without regard to the period for which the U.S. Stockholder that receives such distribution has held its stock. However, corporate stockholders may be required to treat up to 20% of some types of capital gain dividends as ordinary income. We also may decide to retain, rather than distribute, our net capital gain and pay any tax thereon. In such instances, U.S. Stockholders would include their proportionate shares of such gain in income as long-term capital gain, receive a credit on their returns for their proportionate share of our tax payments, and increase the tax basis of their shares of stock by the after-tax amount of such gain.

With respect to U.S. Stockholders who are taxed at the rates applicable to individuals, for taxable years beginning before January 1, 2013, we may elect to designate a portion of our distributions paid to such U.S. Stockholders as "qualified dividend income." A portion of a distribution that is properly designated as qualified dividend income is taxable to non-corporate U.S. Stockholders as capital gain; *provided*, that the U.S. Stockholder has held the common stock with respect to which the distribution is made for more than 60 days during the 121 day period beginning on the date that is 60 days before the date on which such common stock became ex-dividend with respect to the relevant distribution. The maximum amount of our distributions eligible to be designated as qualified dividend income for a taxable year is equal to the sum of:

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- (1) the qualified dividend income received by us during such taxable year from C corporations (including any TRSs);
- (2) the excess of any “undistributed” REIT taxable income recognized during the immediately preceding year over the U.S. federal income tax paid by us with respect to such undistributed REIT taxable income; and
the excess of any income recognized during the immediately preceding year attributable to the sale of a built-in-gain asset
- (3) that was acquired in a carry-over basis transaction from a non-REIT corporation or had appreciated at the time our REIT election became effective over the U.S. federal income tax paid by us with respect to such built-in gain.

Generally, dividends that we receive will be treated as qualified dividend income for purposes of (1) above if the dividends are received from a regular, domestic C corporation, such as any TRSs, and specified holding period and other requirements are met.

Dividend income is characterized as “portfolio” income under the passive loss rules and cannot be offset by a stockholder’s current or suspended passive losses. Corporate stockholders cannot claim the dividends-received deduction for such dividends unless we lose our REIT qualification. Although U.S. Stockholders generally will recognize taxable income in the year that a distribution is received, any distribution we declare in October, November or December of any year and is payable to a U.S. Stockholder of record on a specific date in any such month will be treated as both paid by us and received by the U.S. Stockholder on December 31st of the year it was declared even if paid by us during January of the following calendar year. Because we are not a pass-through entity for U.S. federal income tax purposes, U.S. Stockholders may not use any of our operating or capital losses to reduce their tax liabilities.

We have the ability to declare a large portion of a dividend in shares of our stock. As long as a portion of such dividend is paid in cash (which portion can be as low as 20%) and certain requirements are met, the entire distribution will be treated as a dividend for U.S. federal income tax purposes. As a result, U.S. Stockholders will be taxed on 100% of the dividend in the same manner as a cash dividend, even though most of the dividend was paid in shares of our stock. In general, any dividend on shares of our preferred stock will be taxable as a dividend, regardless of whether any portion is paid in stock.

In general, the sale of our common stock held for more than 12 months will produce long-term capital gain or loss. All other sales will produce short-term gain or loss. In each case, the gain or loss is equal to the difference between the amount of cash and fair market value of any property received from the sale and the U.S. Stockholder’s basis in the common stock sold. However, any loss from a sale or exchange of common stock by a U.S. Stockholder who has held such stock for six months or less generally will be treated as a long-term capital loss, to the extent that the U.S. Stockholder treated our distributions as long-term capital gain. The use of capital losses is subject to limitations.

For taxable years beginning before January 1, 2013, the maximum tax rate applicable to individuals and certain other noncorporate taxpayers on net capital gain recognized on the sale or other disposition of shares has been reduced from 20% to 15%, and the maximum marginal tax rate payable by them on dividends received from corporations that are subject to a corporate level of tax has been reduced. Except in limited circumstances, as discussed above, this reduced tax rate will not apply to dividends paid by us.

Cost Basis Reporting. U.S. federal income tax information reporting rules may apply to certain transactions in our shares. Where such rules apply, the “cost basis” calculated for the shares involved will be reported to the IRS and to you. Generally these rules apply to all shares purchased after December 31, 2010, including those purchased through a distribution reinvestment plan. For “cost basis” reporting purposes, you may identify by lot the shares that you transfer or that are redeemed, but if you do not timely notify us of your election, we will identify the shares that are transferred or redeemed on a “first in/first out” basis. Any shares purchased in a distribution reinvestment plan are also eligible for the “average cost” basis method, should you so elect.

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Information reporting (transfer statements) on other transactions may also be required under these new rules. Generally, these reports are made for certain transactions other than purchases in shares acquired before January 1, 2011. Transfer statements are issued between “brokers” and are not issued to the IRS or to you.

Stockholders should consult their tax advisors regarding the consequences of these new rules.

Medicare Tax. Certain U.S. Stockholders who are individuals, estates or trusts are required to pay a 3.8% tax on, among other things, dividends on and capital gains from the sale or other disposition of shares of stock for taxable years beginning after December 31, 2012. U.S. Stockholders should consult their tax advisors regarding the effect, if any, of this legislation on their ownership and disposition of shares of our common stock.

Taxation of Tax-Exempt Stockholders. U.S. tax-exempt entities, including qualified employee pension and profit sharing trusts and individual retirement accounts, generally are exempt from U.S. federal income taxation. However, they are subject to taxation on their unrelated business taxable income, or UBTI. While many investments in real estate may generate UBTI, the IRS has ruled that dividend distributions from a REIT to a tax-exempt entity do not constitute UBTI. Based on that ruling, our distributions to a U.S. Stockholder that is a domestic tax-exempt entity should not constitute UBTI unless such U.S. Stockholder borrows funds (or otherwise incurs acquisition indebtedness within the meaning of the Code) to acquire its shares of common stock, or the shares of common stock are otherwise used in an unrelated trade or business of the tax-exempt entity. Furthermore, part or all of the income or gain recognized with respect to our stock held by certain domestic tax-exempt entities including social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts and qualified group legal service plans (all of which are exempt from U.S. federal income taxation under Code Sections 501(c)(7), (9), (17) or (20)), may be treated as UBTI.

Special rules apply to the ownership of REIT shares by some tax-exempt pension trusts. If we would be “closely-held” (discussed above with respect to the share ownership tests) because the stock held by tax-exempt pension trusts was viewed as being held by the trusts rather than by their respective beneficiaries, tax-exempt pension trusts owning more than 10% by value of our stock may be required to treat a percentage of our dividends as UBTI. This rule applies if: (1) at least one tax-exempt pension trust owns more than 25% by value of our shares, or (2) one or more tax-exempt pension trusts (each owning more than 10% by value of our shares) hold in the aggregate more than 50% by value of our shares. The percentage treated as UBTI is our gross income (less direct expenses) derived from an unrelated trade or business (determined as if we were a tax-exempt pension trust) divided by our gross income from all sources (less direct expenses). If this percentage is less than 5%, however, none of the dividends will be treated as UBTI. Because of the restrictions in our charter regarding the ownership concentration of our common stock, we believe that a tax-exempt pension trust should not become subject to these rules. However, because our shares of common stock may be publicly traded, we can give no assurance of this.

Prospective tax-exempt purchasers should consult their own tax advisors and financial planners as to the applicability of these rules and consequences to their particular circumstances.

Backup Withholding and Information Reporting. We will 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 U.S. Stockholder may be subject to backup withholding at the current rate of 28% with respect to dividends paid, unless the U.S. Stockholder (1) is a corporation or comes within other exempt categories and, when required, demonstrates this fact or (2) provides a taxpayer identification number or social security number, certifies under penalties of perjury that such number is correct and that such U.S. Stockholder is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. A U.S. Stockholder that does not provide his, her or its correct taxpayer identification number or social security number may also be subject to penalties imposed by the IRS. In addition, we may be required to withhold a portion of capital gain distribution to any U.S. Stockholder who fails to certify its non foreign status.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against such U.S. Stockholder’s U.S. federal income tax liability, provided the required information is furnished to the IRS.

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For taxable years beginning after December 31, 2013, a U.S. withholding tax at a 30% rate will be imposed on dividends and, after December 31, 2014, proceeds of sale in respect of our common stock received by U.S. Stockholders who own their stock through foreign accounts or foreign intermediaries if certain disclosure requirements related to U.S. accounts or ownership are not satisfied. We will not pay any additional amounts in respect to any amounts withheld.

Taxation of Non-U.S. Stockholders

General. The rules governing the U.S. federal income taxation of Non-U.S. Stockholders are complex, and as such, only a summary of such rules is provided in this prospectus. Non-U.S. investors should consult with their own tax advisors and financial planners to determine the impact that U.S. federal, state and local income tax or similar laws will have on such investors as a result of an investment in our REIT. A “Non-U.S. Stockholder” means a person (other than a partnership or entity treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Stockholder.

Distributions – In General. Distributions paid by us that are not attributable to gain from our sales or exchanges of United States real property interests, or USRPIs, and not designated by us as capital gain dividends 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 dividends to Non-U.S. Stockholders ordinarily will be subject to a withholding tax equal to 30% of the gross amount of the dividend unless an applicable tax treaty reduces or eliminates that tax. Under some treaties, however, lower rates generally applicable to dividends do not apply to dividends from REITs. If income from the investment in the shares of common stock is treated as effectively connected with the Non-U.S. Stockholder’s conduct of a U.S. trade or business, the Non-U.S. Stockholder generally will be subject to a tax at the graduated rates applicable to ordinary income, in the same manner as U.S. stockholders are taxed with respect to such dividends (and also may be subject to the 30% branch profits tax in the case of a stockholder that is a foreign corporation that is not entitled to any treaty exemption). In general, Non-U.S. Stockholders will not be considered to be engaged in a U.S. trade or business solely as a result of their ownership of our stock. Dividends in excess of our current and accumulated earnings and profits will not be taxable to a stockholder to the extent they do not exceed the adjusted basis of the stockholder’s shares. Instead, they will reduce the adjusted basis of such shares. To the extent that such dividends exceed the adjusted basis of a Non-U.S. Stockholder’s shares, they will give rise to tax liability if the Non-U.S. Stockholder would otherwise be subject to tax on any gain from the sale or disposition of his shares, as described in the “Sales of Shares” portion of this Section below.

Distributions Attributable to Sale or Exchange of Real Property. Pursuant to the Foreign Investment in Real Property Tax Act, or FIRPTA, distributions that are attributable to gain from our sales or exchanges of USRPIs will be taxed to a Non-U.S. Stockholder as if such gain were effectively connected with a U.S. trade or business. Non-U.S. Stockholders would thus be taxed at the normal capital gain rates applicable to U.S. Stockholders, and would be subject to applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals. Also, such dividends may be subject to a 30% branch profits tax in the hands of a corporate Non-U.S. Stockholder not entitled to any treaty exemption. However, generally a capital gain dividend from a REIT is not treated as effectively connected income for a Non-U.S. Stockholder if (1) the distribution is received with respect to a class of stock that is regularly traded on an established securities market located in the U.S.; and (2) the Non-U.S. Stockholder does not own more than 5% of the class of stock at any time during the one year period ending on the date of such distribution. We anticipate that our shares of common stock will be “regularly traded” on an established securities market for the foreseeable future, although, no assurance can be given that this will be the case.

U.S. Federal Income Tax Withholding on Distributions. For U.S. federal income tax withholding purposes, we generally will withhold tax at the rate of 30% on the amount of any distribution (other than distributions designated as capital gain dividends) made to a Non-U.S. Stockholder, unless the Non-U.S. Stockholder provides us with appropriate documentation (1) evidencing that such Non-U.S. Stockholder is eligible for an exemption or reduced rate under an applicable income tax treaty, generally an IRS Form W-8BEN (in which case we will withhold at the lower treaty rate) or (2) claiming that the dividend is effectively connected with the Non-U.S. Stockholder’s conduct of a trade or business within the U.S., generally an IRS Form W-8ECI (in which case we will not withhold tax). We are also generally required to withhold tax at the rate of 35% on the portion of any dividend to a Non-U.S. Stockholder that is or could be

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designated by us as a capital gain dividend, to the extent attributable to gain on a sale or exchange of an interest in U.S. real property. Such withheld amounts of tax do not represent actual tax liabilities, but rather, represent payments in respect of those tax liabilities described in the preceding two paragraphs. Therefore, such withheld amounts are creditable by the Non-U.S. Stockholder against its actual U.S. federal income tax liabilities, including those described in the preceding two paragraphs. The Non-U.S. Stockholder would be entitled to a refund of any amounts withheld in excess of such Non-U.S. Stockholder's actual U.S. federal income tax liabilities, provided that the Non-U.S. Stockholder files applicable returns or refund claims with the IRS.

Sales of Shares. Gain recognized by a Non-U.S. Stockholder upon a sale of shares generally will not be subject to U.S. federal income taxation; *provided*, that: (1) such gain is not effectively connected with the conduct by such Non-U.S. Stockholder of a trade or business within the U.S.; (2) the Non-U.S. Stockholder is an individual and is not present in the U.S. for 183 days or more during the taxable year and certain other conditions apply; and (3) (A) our REIT is "domestically controlled," which generally means that less than 50% in value of our shares continues to be held directly or indirectly by foreign persons during a continuous five year period ending on the date of disposition or, if shorter, during the entire period of our existence, or (B) our shares of common stock are "regularly traded" on an established securities market and the selling Non-U.S. Stockholder has not held more than 5% of our outstanding shares of common stock at any time during the five-year period ending on the date of the sale.

We believe, but cannot assure you, that we will qualify as "domestically controlled." However, if we were not domestically controlled, a Non-U.S. Stockholder's sale of shares of common stock would be subject to tax, unless the shares of common stock were regularly traded on an established securities market and the selling Non-U.S. Stockholder has not directly, or indirectly, owned during the five-year period ending on the date of sale more than 5% in value of our shares of common stock. We anticipate that our shares of common stock will be "regularly traded" on an established securities market for the foreseeable future, although no assurance can be given that this will be the case. If the gain on the sale of shares were to be subject to taxation, the Non-U.S. Stockholder would be subject to the same treatment as U.S. Stockholders with respect to such gain, and the purchaser of such shares of common stock may be required to withhold 10% of the gross purchase price.

If the proceeds of a disposition of common stock are paid by or through a U.S. office of a broker-dealer, the payment is generally subject to information reporting and to backup withholding unless the disposing Non-U.S. Stockholder certifies as to its name, address and non-U.S. status or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding will not apply to a payment of disposition proceeds if the payment is made outside the U.S. through a foreign office of a foreign broker-dealer. Under Treasury Regulations, if the proceeds from a disposition of common stock paid to or through a foreign office of a U.S. broker-dealer or a non-U.S. office of a foreign broker-dealer that is (1) a "controlled foreign corporation" for U.S. federal income tax purposes, (2) a person 50% or more of whose gross income from all sources for a three-year period was effectively connected with a U.S. trade or business, (3) a foreign partnership with one or more partners who are U.S. persons and who, in the aggregate, hold more than 50% of the income or capital interest in the partnership, or (4) a foreign partnership engaged in the conduct of a trade or business in the U.S., then (A) backup withholding will not apply unless the broker-dealer has actual knowledge that the owner is not a Non-U.S. Stockholder, and (B) information reporting will not apply if the Non-U.S. Stockholder certifies its non-U.S. status and further certifies that it has not been, and at the time the certificate is furnished reasonably expects not to be, present in the U.S. for a period aggregating 183 days or more during each calendar year to which the certification pertains. Prospective foreign purchasers should consult their tax advisors and financial planners concerning these rules. With respect to payments made after December 31, 2013, a withholding tax of 30% will be imposed on dividends from, and, after December 31, 2014, the gross proceeds of a disposition of, our common stock paid to certain foreign entities unless various information reporting requirements are satisfied. Such withholding tax will generally apply to non-U.S. financial institutions, which is generally defined for this purpose as any non-U.S. entity that (i) accepts deposits in the ordinary course of a banking or similar business, (ii) is engaged in the business of holding financial assets for the account of others, or (iii) is engaged or holds itself out as being engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, or any

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interest in such assets. We will not pay any additional amounts in respect of any amounts withheld. Non-U.S. Stockholders are encouraged to consult their tax advisors regarding the implications of this legislation on their investment in shares of our common stock.

Other Tax Considerations

State, Local and Foreign Taxes. We and you may be subject to state, local or foreign taxation in various jurisdictions, including those in which we transact business or reside. Our and your state, local and foreign tax treatment may not conform to the U.S. federal income tax consequences discussed above. Any foreign taxes incurred by us would not pass through to stockholders as a credit against their U.S. federal income tax liability. You should consult your own tax advisors and financial planners regarding the effect of state, local and foreign tax laws on an investment in the shares of common stock.

Legislative Proposals. You should recognize that our and your present U.S. federal income tax treatment may be modified by legislative, judicial or administrative actions at any time, which may be retroactive in effect. The rules dealing with U.S. federal income taxation are constantly under review by Congress, the IRS and the Treasury Department, and statutory changes as well as promulgation of new regulations, revisions to existing statutes, and revised interpretations of established concepts occur frequently. We are not currently aware of any pending legislation that would materially affect our or your taxation as described in this prospectus. You should, however, consult your advisors concerning the status of legislative proposals that may pertain to a purchase of our shares of common stock.

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PLAN OF DISTRIBUTION

We may sell the securities offered by this prospectus from time to time in one or more transactions, including without limitation:

- through agents;
- to or through underwriters;
- through dealers;
- directly to purchasers;
- in block trades;
- through a combination of any of these methods; or
- through any other method permitted by applicable law and described in a prospectus supplement.

In addition, we may issue the securities as a dividend or distribution to our existing stockholders or other securityholders.

The prospectus supplement with respect to any offering of securities will include the following information:

- the terms of the offering;
- the names of any underwriters or agents;
- the name or names of any managing underwriter or underwriters;
- the purchase price or initial public offering price of the securities;
- the net proceeds from the sale of the securities;
- any delayed delivery arrangements;
- any underwriting discounts, commissions and other items constituting underwriters' compensation;
- any discounts or concessions allowed or reallocated or paid to dealers;
- any commissions paid to agents; and
- any securities exchange on which the securities may be listed.

Any initial public offering price, discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

The distribution of the offered securities may be effected from time to time in one or more transactions:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to prevailing market prices; or
- at negotiated prices.

Sale through Underwriters or Dealers

If underwriters are used in the sale, the underwriters may resell the securities from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Underwriters may offer securities to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more firms acting as underwriters. Unless we inform you otherwise in the applicable prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to certain conditions, and the underwriters will be

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obligated to purchase all of the offered securities if they purchase any of them. The underwriters may change from time to time any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers.

We will describe the name or names of any underwriters, dealers or agents and the purchase price of the securities in a prospectus supplement relating to the securities.

In connection with the sale of the securities, underwriters may receive compensation from us or from purchasers of the securities, for whom they may act as agents, in the form of discounts, concessions or commissions. Underwriters may sell the securities to or through dealers, and these dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agents, which is not expected to exceed that customary in the types of transactions involved. Underwriters, dealers and agents that participate in the distribution of the securities may be deemed to be underwriters, and any discounts or commissions they receive from us, and any profit on the resale of the securities they realize may be deemed to be underwriting discounts and commissions, under the Securities Act. The prospectus supplement will identify any underwriter or agent and will describe any compensation they receive from us.

Offers to purchase offered securities may be solicited by agents designated by us from time to time. Any agent involved in the offer or sale of the offered securities in respect of which this prospectus is delivered will be named, and any commissions payable by us to the agent will be set forth, in the applicable prospectus supplement. Underwriters or agents could make sales deemed to be an "at-the-market" offering as defined in Rule 415 promulgated under the Securities Act, including sales made directly on NASDAQ, the existing trading market for our common stock, or sales made to or through a market maker other than on an exchange. Unless otherwise indicated in the prospectus supplement, any agent will be acting on a reasonable best efforts basis for the period of its appointment. Any agent may, and if acting as agent in an "at-the-market" equity offering will, be deemed to be an underwriter, as that term is defined in the Securities Act, of the offered securities.

Unless otherwise specified in the prospectus supplement, each series of the securities will be a new issue with no established trading market, other than our shares of common stock, which are currently listed on NASDAQ. We currently intend to list any shares of common stock sold pursuant to this prospectus on NASDAQ. We may elect to list any series of shares of preferred stock on an exchange, but are not obligated to do so. It is possible that one or more underwriters may make a market in a series of the securities, but underwriters will not be obligated to do so and may discontinue any market making at any time without notice. Therefore, we can give no assurance about the liquidity of the trading market for any of the securities.

To facilitate the offering of securities, certain persons participating in the offering may engage in transactions that stabilize, maintain, or otherwise affect the price of the securities. This may include over-allotments or short sales of the securities, which involve the sale by persons participating in the offering of more securities than we sold to them. In these circumstances, these persons would cover such over-allotments or short positions by making purchases in the open market or by exercising their over-allotment option, if any. In addition, these persons may stabilize or maintain the price of the securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to dealers participating in the offering may be reclaimed if securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of the securities at a level above that which might otherwise prevail in the open market. These transactions may be discontinued at any time. From time to time, we may engage in transactions with these underwriters, dealers, and agents in the ordinary course of business. If indicated in the prospectus supplement, we may authorize underwriters or other persons acting as our agents to solicit offers by institutions to purchase securities from us pursuant to contracts providing for payment and delivery on a future date. Institutions with which we may make these delayed delivery contracts include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others. The obligations of any purchaser under any such delayed delivery contract will be subject to the condition that the purchase of the securities shall not at the time of delivery be prohibited under

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the laws of the jurisdiction to which the purchaser is subject. The underwriters and other agents will not have any responsibility with regard to the validity or performance of these delayed delivery contracts.

Direct Sales and Sales through Agents

We may sell the securities directly. In this case, no underwriters or agents would be involved. We may also sell the securities through agents designated by us from time to time. In the applicable prospectus supplement, we will name any agent involved in the offer or sale of the offered securities, and we will describe any commissions payable to the agent. Unless we inform you otherwise in the applicable prospectus supplement, any agent will agree to use its reasonable best efforts to solicit purchases for the period of its appointment.

We may sell the securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act with respect to any sale of those securities. We will describe the terms of any sales of these securities in the applicable prospectus supplement.

Remarketing Arrangements

Securities may also be offered and sold, if so indicated in the applicable prospectus supplement, in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more remarketing firms, acting as principals for their own accounts or as agents for us. Any remarketing firm will be identified and the terms of its agreements, if any, with us and its compensation will be described in the applicable prospectus supplement.

Delayed Delivery Contracts

If we so indicate in the applicable prospectus supplement, we may authorize agents, underwriters or dealers to solicit offers from certain types of institutions to purchase securities from us at the public offering price under delayed delivery contracts. These contracts would provide for payment and delivery on a specified date in the future. The contracts would be subject only to those conditions described in the applicable prospectus supplement. The applicable prospectus supplement will describe the commission payable for solicitation of those contracts.

General Information

We may have agreements with the underwriters, dealers, agents and remarketing firms to indemnify them against certain civil liabilities, including liabilities under the Securities Act, or to contribute with respect to payments that the underwriters, dealers, agents or remarketing firms may be required to make. Underwriters, dealers, agents and remarketing firms may be customers of, engage in transactions with or perform services for us in the ordinary course of their businesses.

In compliance with Financial Industry Regulatory Authority, Inc., or FINRA, guidelines, the maximum commission or discount to be received by any FINRA member or independent broker dealer may not exceed 8.0% of the aggregate amount of the securities offered pursuant to this prospectus or any applicable prospectus supplement.

LEGAL MATTERS

Certain legal matters regarding the validity of the securities offered hereby and certain matters of Maryland law have been passed upon for us by Venable LLP and certain U.S. federal income tax matters will be passed upon by Proskauer Rose LLP. If the validity of any securities is also passed upon by counsel for the underwriters, dealers or agents of an offering of those securities, that counsel will be named in the applicable prospectus supplement.

EXPERTS

The audited financial statements and schedule incorporated by reference in this prospectus and elsewhere in the registration statement have been so incorporated by reference in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing, in giving said report.

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AMERICAN REALTY CAPITAL PROPERTIES, INC.

\$500,000,000

Common Stock

Preferred Stock

Debt Securities

Warrants

Units

PROSPECTUS

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