

## CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount To be Registered	Proposed Maximum Offering Price Per Security	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee <sup>(3)</sup>
1.125% Notes due 2027	\$551,800,000 <sup>(1)</sup>	99.305%	\$ 547,964,990.00 <sup>(1)</sup>	\$ 59,782.98
1.750% Notes due 2033	\$482,825,000 <sup>(2)</sup>	99.842%	\$ 482,062,136.50 <sup>(2)</sup>	\$ 52,592.98
<b>TOTAL</b>			<b>\$1,030,027,126.50</b>	<b>\$ 112,375.96</b>

- (1) £400,000,000 aggregate principal amount of the 1.125% Notes due 2027 will be issued. The Amount to be Registered and the Proposed Maximum Aggregate Offering Price are based on the July 2, 2021 GBP/U.S. dollar exchange rate of £1.00 = U.S. \$1.3795, as announced by the Board of Governors of the U.S. Federal Reserve System.
- (2) £350,000,000 aggregate principal amount of the 1.750% Notes due 2033 will be issued. The Amount to be Registered and the Proposed Maximum Aggregate Offering Price are based on the July 2, 2021 GBP/U.S. dollar exchange rate of £1.00 = U.S. \$1.3795, as announced by the Board of Governors of the U.S. Federal Reserve System.
- (3) Calculated in accordance with Rules 456(b) and 457(r) of the Securities Act.
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PROSPECTUS SUPPLEMENT  
(To prospectus dated June 29, 2021)

£750,000,000

**REALTY INCOME**

The Monthly Dividend Company<sup>3</sup>

£400,000,000 1.125% Notes due 2027

£350,000,000 1.750% Notes due 2033

We are offering £400,000,000 aggregate principal amount of our 1.125% Notes due 2027 (the “2027 notes”) and £350,000,000 aggregate principal amount of our 1.750% Notes due 2033 (the “2033 notes” and, together with the 2027 notes, the “notes”). The 2027 notes will mature on July 13, 2027. We will pay interest on the 2027 notes on July 13 of each year, commencing July 13, 2022. Interest on the 2027 notes will accrue from and including July 13, 2021. The 2033 notes will mature on July 13, 2033. We will pay interest on the 2033 notes on July 13 of each year, commencing July 13, 2022. Interest on the 2033 notes will accrue from and including July 13, 2021. We may redeem the notes of each series at our option, at any time in whole or from time to time in part, at the redemption prices described in this prospectus supplement under the caption “Description of Notes—Optional Redemption.” In addition, we may also redeem the notes of each series at our option, in whole but not in part, at the redemption price described in this prospectus supplement under the caption “Description of Notes—Redemption for Changes in Taxes” in the event of certain changes in United States taxation. The notes will be issued in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof. The notes will be our senior unsecured obligations.

We intend to apply to list the notes of each series on the New York Stock Exchange (the “NYSE”). The listing application will be subject to approval by the NYSE. We currently expect trading in the notes of each series on the NYSE to begin within 30 days after the date on which the notes of such series are originally issued. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes of any series at any time. Currently there is no established trading market for any of the notes.

Realty Income Corporation, The Monthly Dividend Company<sup>®</sup>, is an S&P 500 company dedicated to providing stockholders with dependable monthly dividends that increase over time. We are structured as a real estate investment trust, or REIT, requiring us annually to distribute at least 90% of our taxable income (excluding net capital gains) in the form of dividends to our stockholders. Our monthly dividends are supported by the cash flow generated from real estate owned under long-term lease agreements with our commercial clients. As of March 31, 2021, we owned a diversified portfolio of 6,662 properties located in all U.S. states, Puerto Rico and the United Kingdom, with approximately 114.2 million square feet of leasable space leased to clients doing business in 56 separate industries.

We intend to allocate an amount equal to the net proceeds from the offering of the notes to finance or refinance, in whole or in part, new or existing Eligible Green Projects as described under “Use of Proceeds” in this prospectus supplement. Pending the allocation of an amount equal to the net proceeds from the offering of the notes to Eligible Green Projects, we may temporarily use all or a portion of the net proceeds to repay any of our outstanding indebtedness or for liability management activities or invest such net proceeds in accordance with our cash investment policy.

**Investing in the notes involves risks. See “Risk Factors” beginning on page S-13 of this prospectus supplement.**

	Per 2027 Note	Total for 2027 Notes	Per 2033 Note	Total for 2033 Notes	Total
Public offering price <sup>(1)</sup>	99.305%	£397,220,000	99.842%	£349,447,000	£746,667,000
Underwriting discount	0.625%	£ 2,500,000	0.625%	£ 2,187,500	£ 4,687,500
Proceeds, before expenses, to Realty Income Corporation <sup>(1)</sup>	98.680%	£394,720,000	99.217%	£347,259,500	£741,979,500

(1) Plus accrued interest, if any, from July 13, 2021, if settlement occurs after that date.

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

Delivery of the notes will be made only in book-entry form through the facilities of Clearstream Banking S.A. and Euroclear Bank SA/NV, against payment on or about July 13, 2021.

*JointBook-RunningManagers*

**Goldman Sachs & Co. LLC BofA Securities Barclays Citigroup Credit Suisse**

**TD Securities**

**J.P. Morgan**

**Mizuho Securities**

**Wells Fargo Securities**

**RBC Capital Markets**

*Co-Lead Managers*

**BNY Mellon Capital Markets, LLC**

**PNC Capital Markets LLC**

**Regions Securities LLC**

**US Bancorp**

*Senior Co-Managers*

**BMO Capital Markets**

**Morgan Stanley**

**Scotiabank**

**Truist Securities**

*Co-Managers*

**BNP PARIBAS**

**Stifel**

**UBS Investment Bank**

**Academy Securities**

**Berenberg**

**Comerica Securities**

**MUFG**

**Ramirez & Co., Inc.**

The date of this prospectus supplement is July 8, 2021.

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## Prospectus

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You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus and, if applicable, any free writing prospectus we may provide you in connection with this offering. We have not, and the underwriters have not, authorized any person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities or soliciting an offer to buy these securities in any jurisdiction where, or to any person to whom, the offer or sale of these securities is not permitted. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus, the documents incorporated by reference herein or therein and, if applicable, any free writing prospectus we may provide you in connection with this offering is accurate only as of those documents' respective dates or, in the case of documents incorporated or deemed to be incorporated by reference herein or therein, as of the respective dates those documents were filed with

the U.S. Securities and Exchange Commission, or the SEC. Our business, financial condition, results of operations and prospects may have changed since those dates.

This document is in two parts. The first part is this prospectus supplement, which adds to and updates information contained in the accompanying prospectus. The second part, the prospectus, provides more general information, some of which may not apply to this offering. To the extent there is a conflict between the information contained in this prospectus supplement and the information contained in the accompanying prospectus, you should rely on the information in this prospectus supplement.

Before purchasing any securities, you should carefully read both this prospectus supplement and the accompanying prospectus, together with the incorporated documents described under the heading “Incorporation by Reference” in this prospectus supplement and the accompanying prospectus, and any free writing prospectus we may provide to you in connection with this offering. The descriptions of certain provisions of any instrument, agreement or other document appearing in this prospectus supplement, the accompanying prospectus or any document incorporated or deemed to be incorporated by reference therein (including, without limitation, any descriptions of provisions of our \$3.0 billion revolving credit facility, \$250.0 million term loan facility, \$1.0 billion commercial paper program, the Merger Agreement (as defined below) and the indenture pursuant to which the notes will be issued) are not complete and are subject to, and qualified in their entirety by reference to, the terms and provisions of those instruments, agreements and other documents. You should carefully review such instruments, agreements and other documents in their entirety for complete information on the terms and provisions thereof. See “Where You Can Find More Information” in the accompanying prospectus for information on how you can obtain copies of such instruments, agreements and other documents.

No action has been or will be taken in any jurisdiction by us or by any underwriter that would permit a public offering of these securities or possession or distribution of this prospectus supplement, the accompanying prospectus or any related free writing prospectus where action for that purpose is required, other than in the United States. Unless otherwise expressly stated or the context otherwise requires, references to “U.S. dollars,” “USD” and “\$” in this prospectus supplement, the accompanying prospectus and any related free writing prospectus are to United States dollars, and references to “Sterling,” “£” and “GBP” in this prospectus supplement, the accompanying prospectus and any related free writing prospectus are to the lawful currency of the United Kingdom.

None of this prospectus supplement, the accompanying prospectus or any related free writing prospectus is a prospectus for the purposes of the European Union’s Regulation (EU) 2017/1129, as amended.

**Prohibition of sales to European Economic Area (“EEA”) retail investors**—The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of:

- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“MiFID II”); or
- (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the “PRIIPs Regulation”), for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**MiFID II product governance / Professional investors and ECPs only target market**—Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the notes has led to the conclusion that: (i) the target market for the notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the notes (an “EU distributor”) should take into consideration the manufacturers’ target market assessment; however, an EU distributor subject to MiFID II is responsible for undertaking its own

target market assessment in respect of the notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The communication of this prospectus supplement, the accompanying prospectus, any related free writing prospectus and any other document or materials relating to the issue of the notes offered hereby is not being made, and such documents and/or materials have not been approved, by an authorized person for the purposes of section 21 of the United Kingdom's Financial Services and Markets Act 2000, as amended (the "FSMA"). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom who have professional experience in matters relating to investments and who fall within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Financial Promotion Order")), or who fall within Article 49(2)(a) to (d) of the Financial Promotion Order, or who are any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order (all such persons together being referred to as "relevant persons"). In the United Kingdom, the notes offered hereby are only available to, and any investment or investment activity to which this prospectus supplement, the accompanying prospectus and any related free writing prospectus relate will be engaged in only with, relevant persons. Any person in the United Kingdom that is not a relevant person should not act or rely on this prospectus supplement, the accompanying prospectus or any related free writing prospectus or any of their contents.

None of this prospectus supplement, the accompanying prospectus or any related free writing prospectus is a prospectus for the purposes of the European Union's Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020 (the "EUWA").

**PROHIBITION OF SALES TO UNITED KINGDOM RETAIL INVESTORS**—The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

**UK MiFIR product governance / Professional investors and ECPs only target market**—Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the notes has led to the conclusion that: (i) the target market for the notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA ("UK MiFIR"); and (ii) all channels for distribution of the notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the notes (a "UK distributor") should take into consideration the manufacturers' target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

## PROSPECTUS SUPPLEMENT SUMMARY

*This summary does not contain all the information that may be important to you. You should read this entire prospectus supplement and the accompanying prospectus and the documents incorporated and deemed to be incorporated by reference herein and therein, including the financial statements and related notes, and, if applicable, any free writing prospectus we may provide you in connection with this offering before making an investment decision. Unless this prospectus supplement otherwise indicates or the context otherwise requires, (a) the terms “Realty Income,” “our,” “us” and “we” as used in this prospectus supplement refer to Realty Income Corporation, a Maryland corporation, and its subsidiaries on a consolidated basis, (b) references to our “revolving credit facility” and similar references mean our \$3.0 billion unsecured revolving credit facility, references to our “term loan facility” and similar references mean our \$250.0 million unsecured term loan facility and references to our “commercial paper program” mean our \$1.0 billion unsecured commercial paper program, (c) unless otherwise specified, references to our “top 20 clients” mean, for any period, our 20 largest clients based on percentage of total portfolio annualized contractual rent as of the last day of such period, (d) the term “annualized contractual rent” at any date means monthly contractual rent in effect at such date, multiplied by 12, (e) the term “contractual rent” for any period means the aggregate cash amount charged to clients under leases, including monthly base rent receivables but excluding percentage rent and contractually obligated reimbursements by our clients, for such period, (f) the term “contractual rent collected” for any period means the amount of contractual rent due for such period that is received from clients, including amounts received after the end of such period and amounts in transit for which the client has confirmed payment is in process, but excluding percentage rents and contractually obligated reimbursements by our clients, (g) the term “investment grade clients” means clients with a credit rating, and clients that are subsidiaries or affiliates of companies with a credit rating, of Baa3/BBB- (or the equivalent) or higher from one of the three major rating agencies (Moody’s/S&P/Fitch) and (h) references to our “clients” mean our tenants. For purposes of determining the aggregate amount of borrowings outstanding under our revolving credit facility as of any specified date, borrowings denominated in GBP are translated into U.S. dollars using the applicable exchange rates as in effect from time to time.*

### Realty Income

Realty Income Corporation, The Monthly Dividend Company<sup>®</sup>, is an S&P 500 company dedicated to providing stockholders with dependable monthly dividends that increase over time. We are structured as a real estate investment trust, or REIT, requiring us annually to distribute at least 90% of our taxable income (excluding net capital gains) in the form of dividends to our stockholders. Our monthly dividends are supported by the cash flow generated from real estate owned under long-term, lease agreements with commercial clients.

As of March 31, 2021, we owned a diversified portfolio of 6,662 properties located in all U.S. states, Puerto Rico and the United Kingdom with approximately 114.2 million square feet of leasable space leased to clients doing business in 56 separate industries. Of the 6,662 properties in the portfolio, 6,621, or 99.4%, were single-client properties, of which 6,494 were leased, and the remaining were multi-client properties. Our total portfolio of 6,662 properties at March 31, 2021 had a weighted average remaining lease term (excluding rights to extend a lease at the option of the client) of approximately 8.9 years. Total portfolio annualized contractual rent (as defined above) on our leases as of March 31, 2021 was \$1.73 billion.

Our principal executive offices are located at 11995 El Camino Real, San Diego, California 92130 and our telephone number is (858) 284-5000.

### Recent Developments

#### **Agreement and Plan of Merger**

On April 29, 2021, we entered into an Agreement and Plan of Merger, as amended, or the Merger Agreement, with VEREIT, Inc., or VEREIT, its operating partnership, VEREIT Operating Partnership, L.P., or VEREIT OP, and two newly formed wholly-owned subsidiaries of us. Pursuant to the terms of the Merger Agreement, (i) one of the newly formed subsidiaries of us will merge with and into VEREIT OP, with VEREIT OP as the surviving entity, which we refer to as the Partnership Merger, and (ii) immediately

thereafter, VEREIT will merge with and into the other newly formed subsidiary of us, with our subsidiary as the surviving corporation, which we refer to as the Merger and, together with the Partnership Merger, the Mergers.

Pursuant to the terms of the Merger Agreement and subject to the terms thereof, upon the consummation of the Mergers, (i) each outstanding share of VEREIT common stock, and each outstanding common partnership unit of VEREIT OP owned by any of its partners other than VEREIT, Realty Income or their respective affiliates, will automatically be converted into 0.705 of a newly issued share of our common stock, subject to possible adjustment as provided in the Merger Agreement, (ii) each outstanding Series F preferred partnership unit of VEREIT OP owned by a partner other than VEREIT shall be converted into the right to receive \$25.00, plus the accumulated and unpaid distributions described in the Merger Agreement, and (iii) each outstanding Series F preferred partnership unit of VEREIT OP owned by VEREIT will remain outstanding as a preferred partnership unit and each outstanding common partnership unit of VEREIT OP owned by VEREIT, Realty Income or their respective affiliates will remain outstanding as a common partnership unit in the surviving entity of VEREIT OP. Immediately prior to the Mergers, VEREIT will issue a redemption notice to redeem each share of issued and outstanding VEREIT Series F preferred stock at its redemption price in accordance with its terms.

In connection with the Mergers, we and VEREIT intend to contribute certain of Realty Income's and VEREIT's office real properties to a newly formed, wholly-owned subsidiary, which we refer to as OfficeCo, and, following the Mergers, for us to distribute the outstanding voting shares of common stock of OfficeCo to our stockholders (including former VEREIT stockholders who receive shares of our common stock in the Mergers) on a pro rata basis, which we refer to as the Spin-Off. Following the consummation of the Spin-Off, we and VEREIT intend for OfficeCo to operate as a separate, publicly-traded REIT. Subject to the terms and conditions of the Merger Agreement, we and VEREIT may also seek to sell some or all of the OfficeCo properties in connection with the closing of the Mergers.

The Merger Agreement contains customary covenants, representations, and warranties, as well as certain termination rights for VEREIT and us, in each case, as more fully described in the Merger Agreement. The consummation of the Mergers is also subject to certain customary closing conditions, including receipt of the approval by our stockholders and the stockholders of VEREIT. In addition, we will not be obligated to consummate the Mergers before January 29, 2022 unless the Spin-Off is ready, in all respects, to be consummated contemporaneously with the closing of the Mergers. If this condition is not satisfied or waived by us by January 29, 2022, and all other conditions to closing have been satisfied, the parties will be obligated to close the Mergers, regardless of whether the Spin-Off is ready to be consummated. Likewise, the Spin-Off is subject to various conditions and uncertainties and we and VEREIT may elect to sell some or all of the applicable office properties before the Spin-Off and we may elect not to proceed with the Spin-Off at all. For additional information, you should carefully review the Merger Agreement, which has been filed as an exhibit to the registration statement of which the accompanying prospectus is a part and may be obtained as described under "Where You Can Find More Information" in the accompanying prospectus.

For more information regarding some of the actual and potential risks and uncertainties related to the Mergers and the Spin-Off, you should carefully review the risk factors described under the caption "Risk Factors" in this prospectus supplement and in Exhibit 99.4 to, and under the captions "Supplemental Risk Factors" and "Forward-Looking Statements" in, our Current Report on Form 8-K filed with the SEC on June 4, 2021 (such Current Report on Form 8-K, together with the Exhibits thereto, are hereinafter called, collectively, the "June 4 Form 8-K"), which is incorporated by reference in the accompanying prospectus. In addition, for further information regarding the Mergers, you should also carefully review copies of the consolidated financial statements of VEREIT and VEREIT OP appearing as Exhibits 99.1 and 99.2 to the June 4 Form 8-K, and the unaudited pro forma condensed combined financial statements appearing as Exhibit 99.1 to, and the other information in, our Current Report on Form 8-K filed with the SEC on June 29, 2021, which is incorporated by reference into the accompanying prospectus.

#### **Theater Industry Update**

As of March 31, 2021, clients in the theater industry were lessees of 79 theater properties, representing 5.6% of our total portfolio annualized contractual rent.

As of June 29, 2021, we had collected the following percentages of contractual rent from our theater industry clients for the periods set forth below:

	Month Ended April 20, 2021	Month Ended May 31, 2021	Month Ending June 30, 2021 <sup>(2)</sup>	Quarter Ending June 30, 2021 <sup>(2)</sup>
Contractual rent collected <sup>(1)</sup> from our theater industry clients	32.3%	31.0%	51.0%	38.1%

- (1) Collection rates are calculated as the aggregate contractual rent collected for the applicable period from the beginning of that applicable period through the last day of that period or, in the case of the month and quarter ending June 30, 2021, through June 29, 2021 (see Note 2 below) divided by the contractual rent charged for the applicable period. Rent collection percentages are calculated based on contractual rents (excluding percentage rents and contractually obligated reimbursements by our clients). Charged amounts have not been adjusted for any COVID-19 related rent relief granted and include contractual rents from any clients in bankruptcy. Due to differences in applicable foreign currency conversion rates and rent conventions, the percentages above may differ from percentages calculated utilizing our total portfolio annualized contractual rent. For information on how we calculate contractual rent collected, please see the information in the first paragraph under the caption "Prospectus Supplement Summary" above.
- (2) Percentages for the month and quarter ending June 30, 2021 reflect aggregate contractual rent collected from the beginning of the applicable period through June 29, 2021 divided by the contractual rent for the entire month or quarter, as applicable. For information on how we calculate contractual rent collected, please see the information in the first paragraph under the caption "Prospectus Supplement Summary" above.

The ability of our theater clients to continue to pay rent to us may be diminished by external events or other circumstances, including any additional adverse impacts resulting from the COVID-19 pandemic, and therefore we cannot assure you that our rental collections from our clients in the theater industry for the quarter ending June 30, 2021 or the months of April, May or June 2021 as of June 29, 2021 are indicative of our rental collections after June 29, 2021.

#### Acquisitions Update

During the quarter ended March 31, 2021, we invested approximately \$1.0 billion in properties and properties under development or expansion, at an initial weighted average cash lease yield of approximately 5.3%. Of such properties, as of March 31, 2021, approximately 39% of the total annualized contractual rent of such properties was attributable to properties leased to investment grade clients.

During the quarter ended June 30, 2021, we invested approximately \$1.1 billion in properties and properties under development or expansion, at an initial weighted average cash lease yield of approximately 5.7%. Of such properties, as of June 30, 2021, approximately 54% of the total annualized contractual rent of such properties was attributable to properties leased to investment grade clients.

With respect to the properties and properties under development or expansion in which we have invested during the quarters ended March 31, 2021 and June 30, 2021, as described above, the percentages of investment grade clients and the initial weighted average cash lease yields related to those properties are based on information available as of March 31, 2021 and June 30, 2021, respectively, and are subject to certain assumptions and uncertainties (including those discussed in the next paragraph), and therefore are subject to change and do not purport to be indicative of the percentages or yields as of or for any future date or period.

The initial average cash lease yield for a property is generally computed as estimated contractual first year cash net operating income, which, in the case of a net leased property, is equal to the aggregate cash base rent payable for the first full year of each lease, divided by the total cost of the property. In the case of a property under development or expansion, the contractual lease rate is generally fixed such that rent varies based on the actual total investment in order to provide a fixed rate of return. When the lease does not provide for a fixed rate of return on a property under development or expansion, the initial average cash lease yield is computed as follows: estimated cash net operating income (determined by the lease) for the first full year of each lease, divided by our projected total investment in the property, including land, construction and capitalized interest costs. Since it is possible that a client could default on the payment of contractual rent or that the actual cash base rent, total cost or cash lease yield could differ from our expectations or



estimates, we cannot provide assurance that the actual initial weighted average cash lease yields on the applicable properties will not be lower than those described above.

## **Liquidity and Capital Markets**

### ***Equity Capital Raising***

During the quarter ended March 31, 2021, we raised approximately \$691.5 million from the sale of common stock at a weighted average price of \$57.06 per share, primarily from our January 2021 issuance of 12,075,000 shares of common stock in an overnight underwritten public offering, where we raised approximately \$669.6 million, inclusive of 1,575,000 shares purchased by the underwriters upon the exercise of their option to purchase additional shares. From April 1, 2021 through June 30, 2021, we raised approximately \$457.5 million from the sale of common stock at a weighted average price of \$69.01 per share from the sale of 6,629,021 shares, primarily through our existing “at-the-market” program.

In addition, on July 6, 2021, we issued 9,200,000 shares of common stock in an underwritten public offering (the “July Common Stock Offering”), including 1,200,000 shares purchased by the underwriters upon the exercise of their option to purchase additional shares, for total net proceeds of approximately \$594.1 million (before deducting estimated expenses payable by us).

### ***Liquidity***

As of June 29, 2021, we had a cash and cash equivalents balance of approximately \$506.2 million, inclusive of £142.3 million denominated in Sterling. In addition, we had \$786.5 million of outstanding borrowings under our revolving credit facility, inclusive of £460.0 million of outstanding Sterling-denominated borrowings, and \$650.0 million of outstanding borrowings under our commercial paper program as of June 29, 2021.

The foregoing information does not purport to reflect our results of operations or financial condition for the quarter ending June 30, 2021 or for any future period (including the completion of the July Common Stock Offering or the application of proceeds therefrom).

### **Revolving Credit Facility and Credit Agency Ratings**

Our credit facility includes a \$3.0 billion unsecured revolving credit facility and a \$250.0 million unsecured term loan due March 24, 2024. The initial term of our revolving credit facility expires in March 2023 and includes two six-month extensions that, subject to certain terms and conditions, can be exercised at our option. Our revolving credit facility allows us to borrow in multiple currencies and has a \$1.0 billion expansion feature, which is subject to obtaining lender commitments and other customary conditions.

The interest rates under our revolving credit facility are equal to a base interest rate (which is variable) plus a spread that is based on the ratings assigned to our senior unsecured debt securities by credit rating agencies. As of June 30, 2021, S&P Global Ratings had assigned a rating of A- with a “stable” outlook and Moody’s Investors Service, Inc. had assigned a rating of A3 with a “stable” outlook. As of June 30, 2021, our investment grade credit ratings provided for financing of revolving credit borrowings at an interest rate equal to the London Interbank Offered Rate (“LIBOR”) plus 0.775% with a facility commitment fee of 0.125%, for all-in drawn pricing of 0.90% over LIBOR. Our revolving credit facility provides that the interest rate can range from: (i) LIBOR plus 1.45% if our credit rating is lower than BBB-/Baa3 or if our senior unsecured debt is unrated to (ii) LIBOR plus 0.75% if our credit rating is A/A2 or higher. In addition, our revolving credit facility provides for a facility commitment fee based on our credit ratings, which ranges from: (i) 0.30% for a rating lower than BBB-/Baa3 or if our senior unsecured debt is unrated, to (ii) 0.10% for a credit rating of A/A2 or higher. Credit ratings are not a recommendation to buy, sell or hold our debt securities (including the notes offered hereby) and are subject to revision or withdrawal at any time.

### **Key Financial Covenants**

The notes of each series will require that we comply with certain financial covenants described in this prospectus supplement under “Description of Notes—Additional Covenants of Realty Income.” In general

and subject to exceptions, these covenants provide: (i) that we may not incur any Debt (as defined below under “Description of Notes—Additional Covenants of Realty Income”) if, on a pro forma basis, our total Debt would exceed 60% of our Adjusted Total Assets (as defined below under “Description of Notes—Additional Covenants of Realty Income”), (ii) that we may not incur any Debt if, on a pro forma basis, our debt service coverage ratio (calculated as described below under “Description of Notes—Additional Covenants of Realty Income—Debt Service Coverage”) would be less than 1.5 to 1.0, (iii) that we may not incur any Secured Debt (as defined below under “Description of Notes—Additional Covenants of Realty Income”) if, on a pro forma basis, our total Secured Debt would exceed 40% of our Adjusted Total Assets, and (iv) that we must maintain at all times Total Unencumbered Assets (as defined below under “Description of Notes—Additional Covenants of Realty Income”) of not less than 150% of our total outstanding Unsecured Debt (as defined below under “Description of Notes—Additional Covenants of Realty Income”). The following table shows the foregoing percentages and ratio as required by those covenants as well as our actual percentages and ratio calculated as provided in those covenants as of, or, in the case of the debt service coverage ratio, for, the four quarters ended March 31, 2021. These calculations, which are not based on generally accepted accounting principles, are presented to show our ability to incur additional debt under those covenants and do not purport to reflect our liquidity, actual ability to incur or service debt or our future performance. These calculations do not reflect the impact of, among other things, the issuance and sale of the notes offered hereby, the July Common Stock Offering or any subsequent borrowings under our revolving credit facility or our commercial paper program, or the application of the net proceeds from any of the foregoing, and, as a result, our actual percentages and ratios after giving effect to this offering, the July Common Stock Offering and any subsequent borrowings under our revolving credit facility or our commercial paper program, or the application of the net proceeds from any of the foregoing, will differ, perhaps significantly, from those set forth below. Moreover, the foregoing is a very general overview of some of the terms of those covenants and those covenants are subject to a number of important exceptions and limitations and you should carefully review the information, including the definitions of some of the capitalized terms used above, appearing under “Description of Notes—Additional Covenants of Realty Income,” as well as the indenture and the applicable officers’ certificate under which the notes of each series will be issued, for more information. In addition, as required by the debt service coverage covenant referred to above, our debt service coverage ratio for the four quarters ended March 31, 2021 as set forth under the caption “Actual” in the following table has been calculated on a pro forma basis on the assumption that (1) the incurrence of any Debt incurred by us since the first day of such four-quarter period and the application of the proceeds therefrom (including to refinance other Debt since the first day of such four-quarter period) had occurred on the first day of such period, (2) the repayment or retirement of any of our other Debt since the first day of such four-quarter period had occurred on the first day of such period (except that, in making such computation, the amount of Debt under any revolving credit facility, line of credit or similar facility shall be computed based upon the average daily balance of such Debt during such period), and (3) any acquisition or disposition by us of any asset or group of assets since the first day of such four-quarter period (including by merger, stock purchase or sale or asset purchase or sale), had occurred on the first day of such period. Such pro forma ratio has been prepared on the basis required by that debt service coverage covenant, reflects various estimates and assumptions and is subject to other uncertainties and therefore does not purport to reflect what our actual debt service coverage ratio would have been had transactions referred to in clauses (1), (2) and (3) of the preceding sentence occurred as of April 1, 2020 nor does it purport to reflect our debt service coverage ratio for any future period. In addition, as noted above, the debt service coverage ratio set forth under the caption “Actual” in the following table does not give effect to the issuance of the notes offered by this prospectus supplement, the July Common Stock Offering or any subsequent borrowings under our revolving credit facility or our commercial paper program, or the application of the net proceeds from any of the foregoing. See “Description of Notes—Additional Covenants of Realty Income—Debt Service Coverage” for additional information on how this pro forma ratio was computed.

<b>Note Covenants</b>	<b>Required</b>	<b>Actual</b>
Limitation on incurrence of total Debt	≤60% of Adjusted Total Assets	37.9%
Limitation on incurrence of Secured Debt	≤40% of Adjusted Total Assets	1.3%
Debt service coverage ratio	≥1.5x	5.8x <sup>(1)</sup>
Maintenance of Total Unencumbered Assets	≥150% of Unsecured Debt	268.2%

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- (1) The notes of each series will require that the debt service coverage ratio be computed for a period of four consecutive fiscal quarters. The debt service coverage ratio set forth under the caption “Actual” is for the four quarters ended March 31, 2021. This ratio has been calculated on a pro forma basis as described in the paragraph immediately preceding this table and is subject to the assumptions and uncertainties described in such paragraph. For additional information, see “Description of Notes—Additional Covenants of Realty Income—Debt Service Coverage.”

### The Offering

*For a more complete description of the terms of the notes specified in the following summary, see “Description of Notes” in this prospectus supplement and “Description of Debt Securities” in the accompanying prospectus. As used under this caption “—The Offering,” references to “Realty Income,” “our,” “we” and “us” mean Realty Income Corporation, a Maryland corporation, excluding its subsidiaries, unless otherwise expressly stated or the context otherwise requires.*

Issuer	Realty Income Corporation
Securities We Are Offering	<p>£400,000,000 aggregate principal amount of our 1.125% Notes due 2027 (the “2027 notes”)</p> <p>£350,000,000 aggregate principal amount of our 1.750% Notes due 2033 (the “2033 notes” and, together with the 2027 notes, the “notes”)</p> <p>The 2027 notes and the 2033 notes offered hereby will each be a new, separate series of our debt securities under the Indenture (as defined below under “Description of Notes”).</p>
Maturity Dates	<p>2027 notes: July 13, 2027</p> <p>2033 notes: July 13, 2033</p>
Interest Rates	<p>2027 notes: 1.125% per annum, accruing from July 13, 2021</p> <p>2033 notes: 1.750% per annum, accruing from July 13, 2021</p>
Interest Payment Dates	<p>2027 notes: Annually in arrears on July 13, commencing July 13, 2022</p> <p>2033 notes: Annually in arrears on July 13, commencing July 13, 2022</p>
Ranking	<p>The notes will be our senior unsecured obligations. The notes are not obligations of any of our subsidiaries and none of our subsidiaries has guaranteed the notes. The notes will be effectively subordinated in right of payment to all indebtedness, guarantees and other liabilities of our subsidiaries from time to time outstanding and will be subordinated in right of payment to our secured indebtedness to the extent of the value of the assets securing that indebtedness. None of our subsidiaries currently guarantees our \$3.0 billion revolving credit facility, \$250.0 million term loan facility or \$1.0 billion commercial paper program, and therefore the notes currently rank equally in right of payment with borrowings under these facilities and that program. See “Risk Factors—Although these notes are referred to as ‘senior’ notes, they will be effectively subordinated to all liabilities of our subsidiaries, including any guarantees of our indebtedness by any of our subsidiaries, and will be subordinated to our secured indebtedness to the extent of the assets securing that indebtedness.”</p>
Use of Proceeds	<p>We intend to allocate an amount equal to the net proceeds from the offering of the notes to finance or refinance, in whole or in part, new or existing Eligible Green Projects (as defined herein) as described under “Use of Proceeds” in this prospectus supplement. As of July 7, 2021, we had identified approximately £300 million of potential Eligible</p>

	<p>Green Projects. Pending the allocation of an amount equal to the net proceeds from the offering of the notes to Eligible Green Projects, we may temporarily use all or a portion of the net proceeds to repay any of our outstanding indebtedness or for liability management activities or invest such net proceeds in accordance with our cash investment policy. For the definition of “Eligible Green Projects” and for other information, see “Use of Proceeds” in this prospectus supplement.</p>
<p>Limitations on Incurrence of Debt; Total Unencumbered Assets</p>	<p>The notes of each series will require that we comply with various covenants that, among other things, will:</p> <ul style="list-style-type: none"> <li>• limit the ability of us and our Subsidiaries to incur additional Debt generally,</li> <li>• limit the ability of us and our Subsidiaries to incur additional Debt if the ratio of our Consolidated Income Available for Debt Service to our Annual Debt Service Charge for the then most recently ended period consisting of four consecutive fiscal quarters is less than 1.5 to 1.0, calculated on a pro forma basis and on the basis of certain assumptions,</li> <li>• limit the ability of us and our Subsidiaries to incur additional Secured Debt, and</li> <li>• require that we maintain Total Unencumbered Assets of not less than 150% of the aggregate outstanding principal amount of our Unsecured Debt.</li> </ul> <p>The covenants referred to above are subject to a number of important exceptions and limitations and you should carefully review the information, including the definitions of the capitalized terms used above, appearing in this prospectus supplement under “Description of Notes” and in the accompanying prospectus under “Description of Debt Securities,” as well as the indenture (the “Indenture”) under which the notes of each series offered hereby will be issued, for more information concerning such covenants and such exceptions and limitations.</p>
<p>Sinking Fund</p>	<p>The notes will not be entitled to the benefit of any sinking fund payments.</p>
<p>Optional Redemption</p>	<p>Prior to May 13, 2027 (the “2027 Notes Par Call Date”), the 2027 notes will be redeemable and, prior to April 13, 2033 (the “2033 Notes Par Call Date”), the 2033 notes will be redeemable, in each case at any time in whole or from time to time in part at our option at a redemption price equal to the greater of:</p> <ul style="list-style-type: none"> <li>(a) 100% of the principal amount of the notes of the applicable series to be redeemed, and</li> <li>(b) the sum of the present values of the remaining scheduled payments of principal of and interest on the</li> </ul>

	<p>notes of such series to be redeemed (exclusive of interest accrued to the applicable redemption date), assuming that the notes of such series matured and that accrued and unpaid interest on the notes of such series was payable on the 2027 Notes Par Call Date, in the case of the 2027 notes, or the 2033 Notes Par Call Date, in the case of the 2033 notes, discounted to such redemption date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate (as defined) plus 15 basis points, in the case of the 2027 notes, or 20 basis points, in the case of the 2033 notes,</p> <p>plus, in the case of both clauses (a) and (b) above, accrued and unpaid interest on the principal amount of the notes of the applicable series being redeemed to such redemption date.</p> <p>On and after the 2027 Notes Par Call Date, the 2027 notes will be redeemable and, on and after the 2033 Notes Par Call Date, the 2033 notes will be redeemable, in each case at any time in whole or from time to time in part at our option at a redemption price equal to 100% of the principal amount of the notes of the applicable series to be redeemed, plus accrued and unpaid interest on the principal amount of the notes of such series being redeemed to the applicable redemption date.</p> <p>For additional information and the definition of “Comparable Government Bond Rate” and other relevant definitions, see “Description of Notes—Optional Redemption” in this prospectus supplement.</p>
<p>Additional Amounts</p>	<p>In the event that any withholding or deduction from or on payments on or in respect of the notes of any series for or on account of any Taxes (as defined herein) is required by the United States (as defined herein) or any political subdivision or taxing authority thereof or therein having power to tax (each, a “Relevant Taxing Jurisdiction”), Realty Income will, subject to certain exceptions and limitations, pay, as additional interest on the notes of such series, such additional amounts (“Additional Amounts”) as will result in receipt by each holder of a note of such series that is not a United States Person (as defined herein) of such amounts as would have been received by such holder had no such withholding or deduction been required. For additional information, including a description of the exceptions and limitations referred to above and the definitions of “Taxes,” “United States” and “United States Person”, see “Description of Notes—Payment of Additional Amounts” in this prospectus supplement.</p>
<p>Tax Redemption</p>	<p>If, due to certain changes in, among other things, the laws of any Relevant Taxing Jurisdiction in the United States (or the official position regarding the application of such laws), Realty Income becomes or will become obligated to pay Additional Amounts in respect of the notes of any series</p>

	<p>or any act is taken by a Relevant Taxing Jurisdiction that results in a substantial probability that Realty Income will or may be required to pay Additional Amounts in respect of the notes of any series, and Realty Income determines that the obligation to pay Additional Amounts in respect of the notes of such series cannot be avoided by taking reasonable measures available to it, then, Realty Income may, at its option, redeem the notes of such series, in whole but not in part, at a redemption price equal to 100% of the principal amount of the notes of such series, plus accrued and unpaid interest on the notes of such series to the applicable redemption date. For additional information, including the definition of “United States,” see “Description of Notes—Redemption for Changes in Taxes” and “Description of Notes—Payment of Additional Amounts” in this prospectus supplement.</p>
<p>Currency of Payment</p>	<p>Investors purchasing notes in this offering will be required to pay for those notes in GBP. All payments of principal of, and premium, if any, and interest on, and Additional Amounts, if any, in respect of, the notes of each series will be made in GBP; provided that, if GBP is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control, then all payments in respect of the notes of each series will be made in U.S. dollars until GBP is again available to us; and provided, further, that payments on the notes of any series may also be made in a currency other than GBP under certain other circumstances which would apply only after we had effected defeasance or covenant defeasance of the notes of such series. See “Description of Notes—Issuance in GBP” and “Description of Notes—Discharge, Defeasance and Covenant Defeasance of the Notes” in this prospectus supplement and “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus. See, also, “Risk Factors—An investment in the notes by a purchaser whose home currency is not GBP entails significant risks”, “Risk Factors—The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances” and “Currency Conversion” in this prospectus supplement for additional information.</p>
<p>Listing</p>	<p>We intend to apply to list the notes of each series on the NYSE. The listing application will be subject to approval by the NYSE. We currently expect trading in the notes of each series on the NYSE to begin within 30 days after the date on which the notes of such series are originally issued. If such a listing is obtained for the notes of any series, we have no obligation to maintain such listing and may delist the notes of such series at any time. Currently there is no established trading market for the notes of any series and there can be no assurance that a trading market will develop. See “Risk Factors—An active trading market may not develop or be maintained for the notes” in this prospectus supplement.</p>

Form and Denominations	<p>The notes will be issued in the minimum denomination of £100,000 and integral multiples of £1,000 in excess thereof. The notes of each series will be issued in fully registered form, without interest coupons, and evidenced by one or more global notes of such series (collectively, the “Global Notes”) in book-entry form. The Global Notes of each series will be registered in the name of a nominee of, and deposited with or on behalf of, a common depository (the “common depository”) for Euroclear Bank SA/NV (“Euroclear”) and Clearstream Banking S.A. (“Clearstream”). Except in the limited circumstances described under “Description of Notes—Certificated Notes” in this prospectus supplement, owners of beneficial interests in the Global Note of any series will not be entitled to have notes of such series registered in their names and will not receive or be entitled to receive notes of such series in definitive certificated form. Investors may hold their beneficial interests in the Global Notes of any series directly through Euroclear or Clearstream if they have an account with Euroclear or Clearstream or indirectly through organizations which have accounts with Euroclear or Clearstream. See “Description of Notes—Book-Entry System.”</p>
Governing Law	<p>The Indenture is and the notes of each series will be governed by the laws of the State of New York.</p>
Trustee	<p>The Bank of New York Mellon Trust Company, N.A. (successor trustee to The Bank of New York) will be the trustee for the notes of each series.</p>
Paying Agent; Transfer Agent	<p>The Bank of New York Mellon, London Branch will be the paying agent for the notes of each series. The Bank of New York Mellon Trust Company, N.A. will be the transfer agent for the notes of each series.</p>
Certain U.S. Federal Income Tax Considerations	<p>For a discussion of certain material United States federal income tax considerations regarding our company and an investment in the notes offered by this prospectus supplement, please see “Supplemental U.S. Federal Income Tax Considerations” in this prospectus supplement and the discussion under the heading “United States Federal Income Tax Considerations” in the accompanying prospectus.</p>
Risk Factors	<p>An investment in the notes involves various risks and prospective investors should carefully consider the matters discussed under “Risk Factors” in this prospectus supplement, as well as the other risks described in this prospectus supplement, the accompanying prospectus and the documents incorporated and deemed to be incorporated by reference therein, before making a decision to invest in the notes.</p>
Conflicts of Interest	<p>As described above under “Use of Proceeds,” pending allocation of an amount equal to the net proceeds from the offering of the notes to Eligible Green Projects, we may</p>



temporarily use all or a portion of the net proceeds to, among other things, repay any of our outstanding indebtedness. Affiliates of many of the underwriters participating in this offering are lenders under our revolving credit facility, some of the underwriters or their affiliates are dealers under our commercial paper program and underwriters and/or their affiliates may hold borrowings under our commercial paper program or other indebtedness of ours. To the extent we use net proceeds from this offering to repay borrowings under our revolving credit facility or commercial paper program or other indebtedness of ours held by any of the underwriters or their affiliates, more than 5% of the net proceeds of this offering (not including underwriting discounts and commissions) may be received by such underwriters and/or such affiliates. Nonetheless, in accordance with the Financial Industry Regulatory Authority Inc. Rule 5121, the appointment of a qualified independent underwriter is not necessary in connection with this offering because we, the issuer of the securities in this offering, are a real estate investment trust. For additional information, see “Underwriting (Conflicts of Interest)—Other Relationships” and “Underwriting (Conflicts of Interest)—Conflicts of Interest” in this prospectus supplement.

## RISK FACTORS

*In evaluating an investment in the notes, you should carefully consider the following risk factors, the risk factors described under the captions “Forward-Looking Statements” in this prospectus supplement and “Risk Factors” in the accompanying prospectus, the risk factors described under the captions “Risk Factors” and “Forward-Looking Statements” in our Annual Report on Form 10-K for the year ended December 31, 2020 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, and any amendments thereto filed with the SEC, all of which are incorporated by reference in the accompanying prospectus, and the risk factors related to the Mergers described and referred in Exhibit 99.4 to, and under the captions “Supplemental Risk Factors” and “Forward-Looking Statements” in, the June 4 Form 8-K, which is incorporated by reference in the accompanying prospectus, as well as the information in Exhibits 99.1 and 99.2 to the June 4 Form 8-K, and the information in our Current Report on Form 8-K filed with the SEC on June 29, 2021, including Exhibit 99.1 thereto (such Current Report on Form 8-K, together with such Exhibit 99.1 thereto, are hereinafter called, collectively, the “June 29 Form 8-K”), which is also incorporated by reference in the accompanying prospectus, and the other risks and uncertainties described in this prospectus supplement, the accompanying prospectus, the documents incorporated and deemed to be incorporated by reference therein and, if applicable, any free writing prospectus, we may provide you in connection with this offering. As used under the captions “Risk Factors” in this prospectus supplement, and in our Annual Report on Form 10-K for the year ended December 31, 2020 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 and any amendments thereto filed with the SEC, and in Exhibit 99.4 to the June 4 Form 8-K, references to our capital stock include both our common stock and any class or series of our preferred stock that we may issue, references to our stockholders include holders of our common stock and holders of any class or series of our preferred stock that we may issue, references to our debt securities include the notes offered hereby and references to holders of our debt securities include holders of any notes offered hereby, in each case unless otherwise expressly stated or the context otherwise requires.*

### ***We are subject to risks associated with debt financing.***

We intend to incur additional indebtedness in the future, including borrowings under our \$3.0 billion revolving credit facility and our \$1.0 billion commercial paper program. The credit agreement governing our revolving credit facility also governs our \$250.0 million unsecured term loan facility. At March 31, 2021, we had no outstanding borrowings under our revolving credit facility, \$675.0 million of outstanding borrowings under our commercial paper program, a total of \$7.4 billion of outstanding unsecured senior debt securities (excluding net unamortized original issuance premiums of \$11.8 million and deferred financing costs of \$45.7 million), including £715.0 million of Sterling-denominated unsecured senior debt securities, \$250.0 million of borrowings outstanding under our term loan facility (excluding deferred financing costs of \$593,000) and approximately \$281.5 million of outstanding mortgage debt (excluding unamortized net premiums totaling \$1.4 million and deferred financing costs of \$907,000). On June 29, 2021, we had \$786.5 million of outstanding borrowings under our revolving credit facility, inclusive of £460.0 million of outstanding Sterling-denominated borrowings, and \$650.0 million of borrowings outstanding under our commercial paper program. Our revolving credit facility grants us the option, subject to obtaining lender commitments and other customary conditions, to expand the borrowing limits thereunder to up to \$4.0 billion. In addition, in August 2020, we established our unsecured commercial paper note program under which we may offer and sell up to \$1.0 billion of commercial paper outstanding at any time. We use our revolving credit facility as a liquidity backstop for the repayment of notes issued under the commercial paper program. Specifically, we maintain unused borrowing capacity under our revolving credit facility equal to the aggregate principal amount of borrowings outstanding under our commercial paper program from time to time. We also may in the future enter into amendments and restatements of our current revolving credit facility and term loan facility, or enter into new revolving credit facilities or term loan facilities, and any such amended, restated or replacement revolving credit facilities or term loan facilities may increase the amounts we are entitled to borrow, subject to customary conditions, compared to our current revolving credit facility and term loan facility, or we may incur other indebtedness. We may also in the future increase the size of our commercial paper program or establish new commercial paper programs.

In addition, on April 29, 2021, we entered into the Merger Agreement, which provides for the merger of a newly formed, wholly-owned subsidiary of ours with and into VEREIT OP, with VEREIT OP surviving as our wholly-owned subsidiary and, immediately thereafter, the merger of VEREIT with and into another

newly formed, wholly-owned subsidiary of ours, with such subsidiary surviving as our wholly-owned subsidiary. If the Mergers are consummated on the terms currently contemplated, all of VEREIT's then outstanding indebtedness (other than indebtedness, if any, repaid in connection with the Mergers) will become indebtedness of ours, which will significantly increase our total consolidated indebtedness. For additional information, see "Supplemental Risk Factors—Risks Relating to the Mergers—Realty Income's anticipated level of indebtedness will increase upon completion of the Mergers and may increase the related risks Realty Income now faces" in Exhibit 99.4 included in the June 4 Form 8-K, and the unaudited pro forma condensed combined financial statements in Exhibit 99.1 included in the June 29 Form 8-K.

To the extent that new indebtedness is added to our current debt levels, the related risks that we now face would increase. As a result, we are and will be subject to risks associated with debt financing, including the risk that our cash flow could be insufficient to make required payments on our debt, including the notes offered hereby, or to pay dividends on our common stock. We also face variable interest rate risk as the interest rates on our revolving credit facility and term loan are variable and could therefore increase over time. In addition, commercial paper borrowings are short-term obligations and the interest rate on newly issued commercial paper varies according to market conditions at the time of issuance. Similarly, some of the indebtedness to which we will become subject if the Mergers close on the terms currently contemplated may also bear interest at variable rates. We also face the risk that we may be unable to refinance or repay our debt, including the notes offered hereby, as it comes due. Given past disruptions in the financial markets and ongoing global financial uncertainties, including the impact of COVID-19 and of the United Kingdom's withdrawal from the European Union ("Brexit"), we also face the risk that one or more of the participants in our revolving credit facility may not be able to lend us money.

In addition, our revolving credit facility, our term loan facility and our mortgage loan documents contain provisions that could limit or, in certain cases, prohibit the payment of dividends and other distributions to holders of our common stock and any outstanding preferred stock. In particular, our revolving credit facility and our term loan facility, which are governed by the same credit agreement, provide that, if an event of default (as defined in the credit agreement) exists, we may not pay any dividends or make other distributions on (except distributions payable in shares of a given class of our stock to the stockholders of that class), or repurchase or redeem, among other things, any shares of our common stock or any outstanding preferred stock, during any period of four consecutive fiscal quarters in an aggregate amount in excess of the greater of:

- The sum of (a) 95% of our adjusted funds from operations (as defined in the credit agreement) for that period plus (b) the aggregate amount of cash distributions made to holders of our outstanding preferred stock, if any, for that period, and
- The minimum amount of cash distributions required to be made to our stockholders in order to maintain our status as a REIT for federal income tax purposes and to avoid the payment of any income or excise taxes that would otherwise be imposed under specified sections of the Internal Revenue Code of 1986, as amended, or the Code, on income we do not distribute to our stockholders,

except that we may repurchase or redeem shares of our outstanding preferred stock, if any, with net proceeds from the issuance of shares of our common stock or preferred stock. The credit agreement further provides that, in the event of a failure to pay principal, interest or any other amount payable thereunder when due or upon the occurrence of certain events of bankruptcy, insolvency or reorganization with respect to us or with respect to one or more of our subsidiaries that in the aggregate meet a significance test set forth in the credit agreement, we and our subsidiaries (other than our wholly-owned subsidiaries) may not pay any dividends or make other distributions on (except for (a) distributions payable in shares of a given class of our stock to the stockholders of that class and (b) dividends and distributions described in the second bullet point above), or repurchase or redeem, among other things, any shares of our common stock or preferred stock. If any such event of default under the credit agreement (or under any other credit agreement or debt instrument with similar terms that we may in the future enter into or be subject to) were to occur, it would likely have a material adverse effect on the market price of our outstanding common stock and any outstanding preferred stock and on the market value of our debt securities, including the notes offered hereby, could limit the amount of dividends or other distributions payable to holders of our common stock and any outstanding preferred stock or the amount of interest and principal we are able to pay on our indebtedness,

including the notes offered hereby, or prevent us from paying those dividends, other distributions, interest or principal altogether, and may adversely affect our ability to qualify, or prevent us from qualifying, as a REIT.

Our indebtedness could also have other important consequences to holders of our common stock, any outstanding preferred stock and our debt securities, including the notes offered hereby, including:

- Increasing our vulnerability to general adverse economic and industry conditions;
- Limiting our ability to obtain additional financing to fund future working capital, acquisitions, 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 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 credit facility, loan agreement or other debt instrument, the lenders will generally have the right to demand immediate repayment of the principal and interest on all of their loans and, in the case of secured indebtedness, to exercise their rights to seize and sell the collateral. Moreover, a default under a single loan or debt instrument may trigger cross-default or cross-acceleration provisions in other indebtedness and debt instruments, giving the holders of such other indebtedness and debt instruments similar rights to demand immediate repayment and to seize and sell any collateral.

***Negative market conditions or adverse events affecting our existing or potential clients, or the industries in which they operate, could have an adverse impact on our ability to attract new clients, re-lease space, collect rent or renew leases, which could adversely affect our cash flow from operations and inhibit growth.***

Cash flow from operations depends in part on our ability to lease space to our clients on economically favorable terms and to collect rent from our clients on a timely basis. We could be adversely affected by various factors and events over which we have limited or no control, such as:

- Lack of demand in areas where our properties are located;
- Inability to retain existing clients and attract new clients;
- Oversupply of space and changes in market rental rates;
- Declines in our clients' creditworthiness and ability to pay rent, which may be affected by their operations, economic downturns and competition within their industries from other operators;
- Defaults by and bankruptcies of clients, failure of clients to pay rent on a timely basis, or failure of our clients to comply with their contractual obligations;
- The current COVID-19 pandemic (see "Risk Factors—The COVID-19 pandemic has disrupted our operations and is expected to continue to have an adverse effect on our business, results of operations, financial condition and liquidity" in our Annual Report on Form 10-K for the year ended December 31, 2020, which is incorporated by reference in the accompanying prospectus) or other pandemics or outbreaks of illness, disease or virus that affect countries or regions in which our clients and their parent companies operate or in which our properties or corporate headquarters are located;
- Economic or physical decline of the areas where the properties are located; and
- Deterioration of physical condition of our properties.

At any time, any of our clients may experience a downturn in its business that may weaken its operating results or overall financial condition. As a result, a client may delay lease commencement, fail to make rental payments when due, decline to extend a lease upon its expiration, become insolvent or declare bankruptcy. Any client bankruptcy or insolvency, leasing delay or failure to make rental payments when due could result in the termination of our client's lease and material losses to us.

If our clients do not renew their leases as they expire, we may not be able to rent or sell the properties. Furthermore, leases that are renewed, and some new leases for properties that are re-leased, may have terms that are less economically favorable than expiring lease terms, or may require us to incur significant costs, such as renovations, improvements on behalf of the client or lease transaction costs. Negative market conditions may cause us to sell vacant properties for less than their carrying value, which could result in impairments. Any of these events could adversely affect our cash flow from operations and our ability to make distributions to our stockholders and service our indebtedness, including the notes offered hereby. A significant portion of the costs of owning property, such as real estate taxes, insurance and maintenance, are not necessarily reduced when circumstances cause a decrease in rental revenue from the properties. In a weakened financial condition, our clients may not be able to pay these costs of ownership and we may be unable to recover these operating expenses from them.

Further, some of our clients are undergoing bankruptcy proceedings and additional clients may institute bankruptcy proceedings in the future. The occurrence of a client bankruptcy or insolvency could diminish the income we receive from our client's lease or leases. In addition, a bankruptcy court might authorize our client to terminate its leases with us. If that happens, our claim against the bankrupt client for unpaid future rent would be subject to statutory limitations that most likely would result in rent payments that would be substantially less than the remaining rent we are owed under the leases (although it is possible that we may not receive any unpaid future rent under terminated leases) or we may elect not to pursue claims against a client for terminated leases. In addition, any claim we have for unpaid past rent, if any, may not be paid in full, or at all. Moreover, in the case of a client's leases that are not terminated as the result of its bankruptcy, we may be required or elect to reduce the rent payable under those leases or provide other concessions, reducing amounts we receive under those leases. As a result, client bankruptcies may have a material adverse effect on our results of operations and financial condition. Any of these events could adversely affect our cash flow from operations and our ability to make distributions to stockholders and service our indebtedness, including the notes offered hereby.

As of March 31, 2021, 131 of our properties were available for lease or sale. As of March 31, 2021, no single client or group of our clients in the same industry, accounted for more than 10% of our total portfolio annualized contractual rent, except as described in the next paragraph.

As of March 31, 2021, our clients in the "convenience store—U.S." industry accounted for approximately 12.0% of our total portfolio annualized contractual rent. A downturn in this industry could have a material adverse effect on our financial position, results of operations, our ability to pay the principal of and interest on our debt securities and other indebtedness, including the notes offered hereby, and to make distributions on our common stock and any outstanding preferred stock.

Individually, each of the other industries in our property portfolio accounted for less than 10% of our total portfolio annualized contractual rent as of March 31, 2021. Nevertheless, downturns in these industries could also adversely affect our clients, which in turn could also have a material adverse effect on our financial position, results of operations and our ability to pay the principal of and interest on our debt securities and other indebtedness, including the notes offered hereby, and to make distributions on our common stock and any outstanding preferred stock.

In addition, some properties are leased to clients that may have limited financial and other resources, and therefore, they are more likely to be adversely affected by a downturn in their respective businesses, including any downturns that have resulted or may result from the COVID-19 pandemic, or in the regional, national, or international economy.

***Although these notes are referred to as "senior" notes, they will be effectively subordinated to all liabilities of our subsidiaries, including any guarantees of our indebtedness by any of our subsidiaries, and will be subordinated to our secured indebtedness to the extent of the assets securing that indebtedness.***

The notes offered hereby will be our obligations exclusively and will not be the obligations of, or guaranteed by, any of our subsidiaries, nor are any of our subsidiaries required to provide funds to us, whether by dividend, loan or otherwise, to make payments on the notes. As a result, the notes will be effectively subordinated in right of payment to all existing and future indebtedness and other liabilities of our subsidiaries from time to time outstanding, including any guarantees of our indebtedness by any of our

subsidiaries. In the event of a bankruptcy, liquidation or similar proceedings involving any of our subsidiaries, the creditors of that subsidiary (including, in the case of any subsidiary that may in the future guarantee any indebtedness outstanding under our revolving credit facility or \$250.0 million term loan facility, the lenders under those facilities) will generally be entitled to payment of their claims from the assets of that subsidiary before any of those assets are made available for distribution to us, except to the extent that we may also have a claim as a creditor of that subsidiary, in which case our claims would still be effectively subordinated in right of payment to all existing and future secured debt of that subsidiary (to the extent of the value of the collateral pledged as security therefor) and would be subordinated in right of payment to any existing and future indebtedness of the subsidiary senior to that held by us. As of March 31, 2021, our subsidiaries had approximately \$335.4 million of total indebtedness and other liabilities outstanding (excluding liabilities owed to us and other intercompany liabilities, below-market lease liabilities, and operating lease liabilities) and we (including our subsidiaries) had approximately \$281.5 million of secured indebtedness outstanding (excluding unamortized premiums and deferred financing costs). None of our subsidiaries currently guarantees our borrowings outstanding under our revolving credit facility or under our \$250.0 million term loan facility or borrowings under our \$1.0 billion commercial paper program. However, under our revolving credit facility and our \$250.0 million term loan facility, if any of our subsidiaries guarantees or otherwise becomes obligated with respect to any of our or any of our subsidiaries' other existing or future indebtedness (subject to limited exceptions), then any such subsidiary would be required to become a guarantor under those facilities. Furthermore, we may voluntarily cause any of our subsidiaries to become a guarantor under our revolving credit facility and our \$250.0 million term loan facility to the extent we consider appropriate to remain in compliance with certain covenants under these facilities. Although the Indenture under which the notes will be issued and other debt instruments to which we are a party limit our ability and the ability of our subsidiaries to incur additional indebtedness, both we and our subsidiaries have the right to incur substantial additional secured and unsecured indebtedness.

The notes are unsecured and therefore will be subordinated in right of payment to all existing and future secured indebtedness of us and our subsidiaries to the extent of the value of the assets securing such indebtedness. In the event of a bankruptcy, liquidation or similar proceeding involving us, our assets which serve as collateral for our secured indebtedness must first be applied to repay our secured indebtedness before being applied to pay any of our other indebtedness or liabilities, including the notes offered hereby. Likewise, in the event of a bankruptcy, liquidation or similar proceeding involving any of our subsidiaries, any assets of that subsidiary that serve as collateral for its secured indebtedness must first be applied to repay such secured indebtedness before being applied to pay any of its other indebtedness or liabilities or, if applicable, being provided to us. As of May 31, 2021, we (including our subsidiaries) had approximately \$257.3 million of secured indebtedness outstanding (excluding unamortized premiums and deferred financing costs). Further, we may be required, under certain limited circumstances, to post cash collateral under our revolving credit facility. Our revolving credit facility includes a facility for the issuance of standby letters of credit for our account, which letters of credit are to be issued by two of the lenders that are party to the revolving credit facility. Each other lender that is a party to the revolving credit facility is obligated to reimburse such lenders if letters of credit are drawn upon, in an amount (the "L/C Reimbursement Amount") that is proportionate to its commitment to make loans under the revolving credit facility. If any lender defaults in any funding obligation it has under the revolving credit facility or becomes subject to a bankruptcy or insolvency proceeding, then we are required to immediately put up cash collateral in an amount equal to the L/C Reimbursement Amount of that lender. In addition, we may be required to put up cash collateral if we extend the term of letters of credit available under our revolving credit facility beyond the facility's expiration date.

In that regard, if our pending Mergers with VEREIT are consummated on the terms currently contemplated, all then outstanding secured indebtedness of VEREIT and its subsidiaries and all then outstanding liabilities and other indebtedness of VEREIT's subsidiaries (other than indebtedness or liabilities, if any, that are repaid or otherwise satisfied in connection with the Mergers) will become indebtedness and liabilities of ours or our subsidiaries, as the case may be, which will significantly increase the total secured indebtedness of us and our subsidiaries and the total liabilities and other indebtedness of our subsidiaries to which the notes will be effectively subordinated in right of payment. See "Prospectus Supplement Summary—Recent Developments—Agreements and Plan of Merger" and "Risk Factors—We are subject to risks associated with debt financing" in this prospectus supplement.

***An active trading market may not develop or be maintained for the notes.***

The notes of each series are a new issue of securities with no established trading market. Although we intend to apply for listing of the notes of each series for trading on NYSE, no assurance can be given that the notes of either series will become or will remain listed. The listing application will be subject to approval by the NYSE. Such listing may not be obtained, and the failure to obtain such listing will not be an event of default under the notes of either series or the Indenture. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes of either or both series at any time. In addition, although the underwriters may make a market for the notes of either or both series after we complete this offering, they have no obligation to do so. There can be no assurance that the underwriters will make a market for the notes of any series or, if they do, that any such market will not be discontinued at any time without notice.

The liquidity of any market for the notes of either series that may develop, and the price at which you may be able to sell your notes of such series should any such market develop, will depend on a number of factors, including prevailing interest rates, our financial condition and operating results, the number of holders of the notes of such series, our credit ratings, our financial condition and results of operations, the prospects for us and other companies in our industry generally, the market for similar securities, the interest of securities dealers in making a market in the notes of such series and other factors. We cannot assure you that any trading market for the notes of either series will develop or, if developed, will continue, or as to the liquidity of any trading market for the notes of any series that may develop or as to the price you may receive should you wish to resell any notes of any series you acquire in this offering. If an active trading market does not develop for the notes of any series, the market price and liquidity of the notes of such series may be adversely affected. As a result, we cannot assure you that you will be able to sell any of the notes you may purchase in this offering at a particular time, whether at a price you consider acceptable, or at all. Thus, you may be required to bear the financial risk of your investment in the notes indefinitely.

***The notes are subject to early redemption.***

As described under “Description of Notes—Optional Redemption,” we may at our option redeem the notes of either series any time in whole, or from time to time in part, at the redemption prices described under such caption. In addition, as described under “Description of Notes—Redemption for Changes in Taxes,” we may also redeem the notes of either series at our option, in whole but not in part, at the redemption price described under such caption in the event of certain changes in United States taxation.

Consequently, your notes may be redeemed at times when prevailing interest rates are lower than the effective interest rate paid on your notes. As a result, we cannot assure you that you will be able to reinvest your redemption proceeds in an investment with a return that is as high as the return you would have earned on the notes of the applicable series if they had not been redeemed and that has a similar level of investment risk.

***We are subject to risks related to the planned discontinuance of LIBOR.***

Certain of our existing debt instruments and other financial arrangements, including our \$3.0 billion revolving credit facility and our \$250.0 million term loan facility, provide for borrowings to be made at variable interest rates that use the London Interbank Offered Rate, or LIBOR (or metrics derived from or related to LIBOR), as a benchmark for establishing the interest rate applicable to outstanding borrowings thereunder, and we may incur additional indebtedness or enter into new financial arrangements that use LIBOR as a benchmark for establishing the interest rate for borrowing thereunder. Likewise, as part of our cash management practices we may from time to time invest available cash in financial instruments that use LIBOR as a benchmark for calculating interest payments or other obligations thereunder.

The regulator of the administrator of LIBOR has announced that LIBOR for most currencies and maturities will cease to be provided by any administrator either immediately after December 31, 2021 or immediately after June 30, 2023 (depending on the currency/maturity). In respect of the remaining currencies and maturities, the regulator may (but need not) decide to compel the continued publication of LIBOR beyond those dates. However, the regulator is proposing that, in any such case, LIBOR’s continued publication would be for a limited time only, and would be on a “synthetic” basis that would not necessarily be

representative of the underlying market and economic reality that LIBOR is currently intended to measure. Accordingly, even if LIBOR for certain currencies and maturities continues to be published after the dates noted above, LIBOR for such currencies and maturities is likely to have limited relevance to the financial markets.

While our revolving credit facility and our term loan facility include provisions for establishing alternative reference rates when LIBOR is no longer available, the consequences of the adoption of any such alternative reference rates cannot be predicted and could have an adverse impact on the amount of interest and commitment fees that we pay under those facilities. Likewise, the unavailability of LIBOR may have an adverse impact on interest rates and other financing costs under other existing and future debt instruments and other financial obligations of ours, as well as the market value of and the payments we receive under any LIBOR-linked securities or investments that we may own from time to time. In addition, financial markets generally may be adversely affected by the discontinuation of LIBOR, the uncertainties regarding its discontinuation, the alternative reference rates that may be used when LIBOR is discontinued and other issues related to LIBOR. Any of the foregoing could adversely affect our results of operations and financial condition.

***An investment in the notes by a purchaser whose home currency is not GBP entails significant risks.***

Investors purchasing notes of either series in this offering will be required to pay for those notes in GBP and all payments on the notes will be made in GBP, subject to certain limited exceptions as described below under the risk factor captioned “—The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances” and under the captions “Description of Notes—Issuance in GBP” and “Description of Notes—Discharge, Defeasance and Covenant Defeasance of the Notes” in this prospectus supplement and “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus. An investment in the notes of any series by an investor whose home currency (which term includes the currency of the country in which such investor is a resident and the currency in which such investor conducts its business and affairs) is not GBP entails significant risks. These risks include the possibility of significant changes in rates of exchange between the holder’s home currency and GBP and the possibility of the imposition or subsequent modification of foreign exchange controls and tax consequences as a result of any foreign exchange gains resulting from an investment in the notes of any series. These risks generally depend on factors over which we have no control, such as economic, financial and political events and the supply of and demand for the relevant currencies. In the past, rates of exchange between GBP and certain other currencies have been highly volatile and investors should be aware that volatility may occur in the future. In particular, Brexit has created uncertainty regarding the political and economic outlook of the United Kingdom and the European Union, and could lead to a sustained increase in volatility in exchange rates between GBP and other currencies. Fluctuations in any particular exchange rate that have occurred in the past, however, are not necessarily indicative of fluctuations in the rate that may occur during the term of the notes of any series. Depreciation of the GBP against an investor’s home currency would result in a decrease in the effective yield of the notes of the applicable series and, in certain circumstances, could result in a loss to the investor. Investment in the notes of any series may also have important tax consequences as a result of any foreign currency exchange gains or losses and prospective investors should carefully review the information appearing under the caption “Supplemental U.S. Federal Income Tax Consequences” in this prospectus supplement.

As noted in the immediately preceding paragraph, the notes of any series may become payable in a currency other than GBP in certain limited circumstances. If that were to occur, an investor whose home currency is not the currency in which the notes of such series are payable would be subject to risks similar to those described in the immediately preceding paragraph, as well as the additional risks described below under “—The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances.”

The description of foreign currency risks in this risk factor and elsewhere in this prospectus supplement does not describe all the risks of an investment in securities denominated in a currency other than an investor’s home currency. Investors should consult their own financial and legal advisors as to the risks involved in an investment in the notes of any series.



***Trading in Clearstream and Euroclear is subject to minimum denomination requirements.***

The terms of the notes of each series provide that such notes will be issued in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof. It is possible that Clearstream and Euroclear may process trades which could result in investors owning beneficial interests in the Global Notes in denominations smaller than the minimum denomination or in denominations which, although in excess of the minimum denomination of £100,000, are not integral multiples of £1,000. If definitive notes of either series are required to be issued in exchange for beneficial interests in the Global Notes of such series under the limited circumstances described under “Description of Notes—Certificated Notes” in this prospectus supplement, a beneficial owner who does not own notes of such series in the minimum denomination of £100,000 or any integral multiple of £1,000 in excess thereof in its account with the relevant clearing system at the relevant time may not receive all of its entitlement in the form of definitive notes of such series unless and until such time as its holding satisfies the minimum denomination requirement, and then will only receive definitive notes of such series for that portion of its holdings that is £100,000 or an integral multiple of £1,000 in excess thereof.

***The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances.***

The notes of each series will be denominated and payable in GBP. However, if the GBP is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control, then all payments in respect of the notes of each series will be made in U.S. dollars until the GBP is again available to us. In such circumstances, the amount payable on any date in GBP will be converted into U.S. dollars at the rate mandated by the Board of Governors of the U.S. Federal Reserve System (or any successor thereto) as of the close of business on the second Business Day (as defined under “Description of Notes—General” in this prospectus supplement) prior to the relevant payment date or, if the Board of Governors of the U.S. Federal Reserve System (or any successor thereto) has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/GBP exchange rate published in The Wall Street Journal (or any successor thereto) on or prior to the second Business Day prior to the relevant payment date. For additional information, see “Description of Notes—Issuance in GBP” in this prospectus supplement.

Similarly, if we were to deposit funds and/or Government Obligations (as defined) denominated in GBP to effect defeasance or covenant defeasance of the notes of either series as described under “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus and, thereafter, the notes of such series become payable in a currency other than GBP as the result of a Conversion Event (as defined) as described under such caption, then the indebtedness represented by the notes of such series will be deemed to have been, and will be, fully discharged and satisfied through the payment of principal of, and premium, if any, and interest on, the notes of such series as they become due out of the proceeds yielded by converting the funds or payments on Government Obligations so deposited into the currency in which the notes of such series shall have become payable based on the applicable market exchange rate for such currency in effect on the second business day (as defined in the Indenture) prior to each payment date. For purposes of the notes of any series, a Conversion Event means, in general, the cessation of use of GBP both by the government of the country which issued GBP and for the settlement of transactions by a central bank or other public institutions of or within the international banking community. For additional information, including the definition of “Conversion Event” and “Government Obligations,” see “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus and “Description of Notes—Discharge, Defeasance and Covenant Defeasance of the Notes” in this prospectus supplement.

The exchange rate used to convert GBP into the applicable currency under the circumstances described in the two immediately preceding paragraphs may be materially less favorable to investors than the exchange rate in effect at the time the notes were first issued. Moreover, if an exchange rate for conversion of GBP into the relevant currency is not available at the time any payment is due on the notes of any applicable series, then the most recently available exchange rate may be used and remain in effect until such time, if ever, that such exchange rate again becomes available.

Any circumstances that result in our making payments on the notes of either series in a currency other than GBP, or market perceptions concerning these and related issues, could materially adversely affect the

value of the notes of such series and you may lose a significant amount of your investment in the notes of such series. Additionally, any circumstance that results in our making payments on the notes of either series in a currency other than GBP would expose investors whose home currency is not that currency to risks similar to those discussed above under “— An investment in the notes by a purchaser whose home currency is not GBP entails significant risks.”

***In a lawsuit for payment on the notes, an investor may bear currency exchange risk.***

The Indenture is, and the notes of each series will be, governed by and construed in accordance with the laws of the State of New York. Under New York law, a New York state court rendering a judgment on the notes of any series would be required to render the judgment in GBP. However, the judgment would be converted into U.S. dollars at the exchange rate prevailing on the date of entry of the judgment. Consequently, in a lawsuit for payment on the notes of the applicable series, investors would bear currency exchange risk until a New York state court judgment is entered, which could be a long time. A U.S. federal court sitting in New York with diversity jurisdiction over a dispute arising in connection with the notes of any series may apply New York law.

In U.S. courts outside of New York, investors may not be able to obtain a judgment in a currency other than U.S. dollars. For example, a judgment for money in an action based on the notes in many other U.S. federal or state courts ordinarily would be enforced in the United States only in U.S. dollars. The date used to determine the rate of conversion of GBP into U.S. dollars would depend upon various factors, including which court renders the judgment and when the judgment is rendered.

As a result, investors will be subject to the risk that the rate of exchange at the time a judgment is rendered will be less favorable than the rates of exchange in effect prior to that time. In addition, if the notes of any series were to become payable in a currency other than GBP or U.S. dollars under the circumstances described under “Description of Notes—Discharge, Defeasance and Covenant Defeasance of the Notes” in this prospectus supplement, investors would generally be subject to risks similar to those described above with respect to the currency in which the notes become payable.

***Because ownership interests in the Global Notes of each series will be held through Euroclear and Clearstream, investors will have to rely on their procedures for transfer, payment and communication with us.***

The notes of each series will be issued in book-entry form and represented by the Global Notes of such series except in certain limited circumstances described under “Description of Notes—Certificated Notes” in this prospectus supplement. The Global Notes of each series will be deposited with a common depository for Euroclear and Clearstream. Except in limited circumstances described herein, investors will not be entitled to receive definitive notes of any series in exchange for their interests in the Global Notes of such series. Euroclear and Clearstream will maintain records of the beneficial interests in the Global Notes and, while the notes are in global form, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, if they have an account with Euroclear or Clearstream, or indirectly through organizations which have accounts with Euroclear or Clearstream.

While the notes of each series are represented by the Global Notes of such series, we will discharge our payment obligations under the notes of such series by making payments to or to the order of a nominee of a common depository for Euroclear and Clearstream for distribution to their accountholders. A holder of a beneficial interest in the Global Notes of each series must rely on the procedures of Euroclear and Clearstream and, if they do not have an account with Euroclear or Clearstream, on the procedures of the organizations through which such holder owns its beneficial interest in the notes of such series to receive payments under the notes of such series. We have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes of any series will not have a direct right to vote in respect of the notes of such series. Instead, such holders will be permitted to act directly only to the extent that they are permitted to do so pursuant to the terms of the Indenture and enabled in accordance with the applicable procedures of Euroclear and Clearstream to appoint appropriate proxies.

***Uncertainty regarding the effects of Brexit could adversely affect the price of the notes.***

The consequences of Brexit, and continuing uncertainties related to Brexit, could negatively affect taxes and costs of business, cause volatility in currency exchange rates, interest rates, and European, United Kingdom or worldwide political, regulatory, economic or market conditions, and contribute to instability in political institutions, regulatory agencies, and financial markets. Brexit could also lead to legal uncertainty arising from divergence of the laws of the United Kingdom from those of the European Union. Any of these effects of Brexit, and others that cannot be anticipated, could adversely affect the value of the notes.

***There can be no assurance that the allocation of an amount equal to the net proceeds from the sale of the notes to finance Eligible Green Projects will meet the investment criteria of investors.***

We intend to allocate an amount equal to the net proceeds from the sale of the notes of each series to finance or refinance, in whole or in part, new or existing Eligible Green Projects as described in this prospectus supplement under “Use of Proceeds.” (See “Use of Proceeds” in this prospectus supplement for the definition of Eligible Green Projects.) We will retain broad discretion over the allocation of the net proceeds from this offering and you may not agree with the ultimate allocation. Prospective investors should consider the information set out in this prospectus supplement regarding the allocation of net proceeds from this offering and must determine for themselves the relevance of such information for the purpose of any investment in the notes, together with any other investigation such investor deems necessary. There can be no assurance that the allocation of an amount equal to the net proceeds from the sale of any series of notes or the Eligible Green Projects to which those net proceeds are allocated will satisfy any present or future investor expectations or requirements, taxonomies or standards or other investment criteria or guidelines with which such investor or its investments are required or expected to comply, whether by any present or future applicable law or regulations or by such investor’s own bylaws or other governing rules or investment portfolio mandates, ratings criteria, or other expectations, in particular with regard to any direct or indirect environmental, sustainability or social impact of any Eligible Green Projects.

Although it is our intention to allocate an amount equal to the net proceeds from the sale of the notes of each series to Eligible Green Projects in the manner described in this prospectus supplement under “Use of Proceeds,” there can be no assurance that such allocation will occur in the manner or on the timeline contemplated by “Use of Proceeds,” or at all, and accordingly there can be no assurance that an amount equal to the net proceeds will be allocated, in whole or in part, to Eligible Green Projects, or that any such Eligible Green Projects will be completed within any specified time period or at all, or that such Eligible Green Projects will achieve the results or outcome (whether or not related to the environment) originally expected or anticipated by us or investors or contemplated by this prospectus supplement.

***There is no legal, regulatory or market definition of or standardized criteria for what constitutes a “green,” “social,” “sustainable” or other equivalently labeled project, and any such designations made by third parties with respect to the notes may not be suitable for the investment criteria of an investor.***

There is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “green,” “social,” “sustainable” or an equivalently labeled project, or as to what precise attributes are required for a particular project to be defined as “green,” “social,” “sustainable” or such other equivalent label, nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any Eligible Green Projects we select to receive an allocation of net proceeds of the notes of either series will meet any or all investor expectations regarding such “green,” “social,” “sustainable” or other equivalently-labeled performance objectives, or that adverse environmental, social and/or other impacts will not occur during the implementation or construction of any Eligible Green Projects to which we allocate net proceeds from the sale of the notes of either series.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by us) relating to whether or not our Eligible Green Projects, our allocation of an amount equal to the net proceeds from this offering to Eligible Green Projects or the reporting and other procedures described under the caption “Use of Proceeds” in this prospectus supplement meet or will meet any environmental, social, green, sustainability, social and/or similar guidelines, principles or other criteria or requirements. For the avoidance of doubt, no such

opinion or certification is, nor shall any such opinion or certification be deemed to be, incorporated by reference into this prospectus supplement or the accompanying prospectus or to form a part of this prospectus supplement or the accompanying prospectus. No such opinion or certification is, nor shall any such opinion or certification be deemed to be, a recommendation by us, any underwriter or any other person to buy, sell or hold the notes.

***We do not intend to list the notes on, and the notes may never be listed or admitted to, any dedicated “green,” “environmental,” “social,” “sustainable” or other equivalently labeled segment of any stock exchange or securities market, and any such potential listing or admission may not be indicative that the notes will be suitable for the investment criteria of an investor.***

We do not intend to apply for the notes to be listed or admitted to trading on any dedicated “green,” “environmental,” “social,” “sustainable” or other equivalently labeled segment of any stock exchange or securities market or any similar trading platform (whether or not regulated). Moreover, even if the notes of any series were in the future to be listed or admitted to trading on any such segment of a stock exchange, securities market or other trading platform, no assurance can be given:

- that such listing or admission would satisfy (or would continue to satisfy), whether in whole or in part, any present or future investor expectations or requirements, taxonomies or standards or other investment criteria or guidelines with which such investor or its investments are required or expected to comply, whether by any present or future applicable laws or regulations or by such investor’s own by-laws or other governing rules or investment portfolio mandates, ratings criteria or other expectations, in particular with regard to any direct or indirect environmental, social or sustainability impact of any Eligible Green Projects (and it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange, securities market or other trading platform to another); or
- that any such listing or admission to trading will occur or, if it occurs, be maintained.

In the event that the notes of any series are listed on any such exchange, securities market or other trading platform, any change to the listing or admission status of the notes of such series, including but not limited to any change that causes the notes of such series to no longer be listed or admitted to trading on such stock exchange, securities market or other trading platform, may have a material adverse effect on the value of the notes of such series and/or result in adverse consequences for investors with portfolio mandates to invest in securities to be used for a particular purpose.

***The value of the notes may be negatively affected to the extent that perception by investors of the suitability of the notes as “sustainability” or “green” bonds deteriorates or demand for sustainability- or green-themed investment products diminishes.***

Perception by investors of the suitability of the notes of any series as “sustainability” or “green” bonds could be negatively affected by dissatisfaction with the criteria and procedures for selecting and administering Eligible Green Projects described in this prospectus supplement under “Use of Proceeds,” our compliance or any failure to comply with those criteria or procedures, controversies involving the environmental or sustainability impact of our business or industry, evolving standards or market consensus as to what constitutes a “sustainability” or “green” bond or the desirability of investing in “sustainability” or “green” bonds or any opinion or certification as to the suitability of the notes of any series as “sustainability” or “green” bonds no longer being in effect. Additionally, the Eligible Green Projects to which we intend to allocate the net proceeds of the notes may have complex direct or indirect environmental or sustainability impacts, and adverse environmental impacts may occur during the design, construction and operation of such Eligible Green Projects. Such Eligible Green Projects may become controversial or criticized by activist groups or other stakeholders. No representation is made by us, any underwriter or any other person as to the suitability of the notes or any series to meet or fulfill environmental, sustainability or green criteria, expectations, impact or performance required by prospective investors, any third-party reviewers or opinion providers, any stock exchange or any securities market. The value of the notes of any series may be negatively affected to the extent investors are required or choose to sell their holdings due to deterioration in the perception by the investor or the market in general as to the suitability of the notes of such series as “sustainability” or “green” bonds. The value of the notes of any series may be also negatively affected to the

extent demand for sustainability- or green-themed investment products diminishes due to evolving investor preferences, increased regulatory or market scrutiny on funds and strategies dedicated to sustainability, green, environmental, social or governance themed investing or for other reasons.

***We are not contractually required to allocate net proceeds from the sale of the notes to Eligible Green Projects, and our failure to do so could adversely impact the value of the notes.***

We are not contractually required to allocate net proceeds from the sale of the notes to Eligible Green Projects or to comply with any criteria or procedures relating to the use of such net proceeds or the selection or administration of Eligible Green Projects, including, without limitation, the criteria and reporting and other procedures described under “Use of Proceeds” in this prospectus supplement. The market price of the notes of any series may be adversely affected by any failure by us to allocate an amount equal to the net proceeds from the sale of the notes of such series to Eligible Green Projects, to comply with any of the criteria or reporting or other procedures relating to Eligible Green Projects as described under “Use of Proceeds” in this prospectus supplement, or to meet or continue to meet the investment requirements of certain environmentally focused investors with respect to the notes of any series. Although we intend to allocate an amount equal to the net proceeds from the sale of the notes of each series to Eligible Green Projects as described under “Use of Proceeds,” it will not constitute a breach of our obligations under, or a default or an event of default (as defined; see “Description of Notes—Events of Default” below in this prospectus supplement) under, the notes of any series or the Indenture if we fail to allocate such net proceeds to Eligible Green Projects or to comply with any of the criteria or reporting or other procedures relating thereto, including those described under “Use of Proceeds” in this prospectus supplement, and holders of the notes will have no remedies or recourse under the Indenture or the notes of any series for any such failure.

***We may allocate the net proceeds from each series of notes to different Eligible Green Projects, which may have an adverse impact on the market value of one series of notes relative to the other series of notes.***

We are not required to allocate an amount equal to the net proceeds from the sale of each series of notes to any specific Eligible Green Projects or to the same Eligible Green Projects. Instead, we may allocate an amount equal to the net proceeds from the sale of any series of notes to such Eligible Green Projects as we may determine. As a result, an amount equal to some or all of the net proceeds from one series of notes may be allocated to the same Eligible Green Projects as the other series of notes, or some or all of the net proceeds from one series of notes may be allocated to Eligible Green Projects that are different from those to which net proceeds from the other series of notes are allocated. To the extent that any Eligible Green Projects to which proceeds from any series of notes are allocated are perceived as not meeting relevant investor, market, environmental, green or sustainability standards or criteria or are otherwise negatively perceived by investors, it may adversely affect the market value of such series of notes relative to the other series of notes.

## FORWARD-LOOKING STATEMENTS

This prospectus supplement, the accompanying prospectus and the documents incorporated or deemed to be incorporated by reference therein contain, and any free writing prospectus we may provide you in connection with this offering contains or may contain, forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. When used in this prospectus supplement, the accompanying prospectus, the documents incorporated or deemed to be incorporated by reference therein and any free writing prospectus we may provide you in connection with this offering, the words “estimated,” “anticipated,” “expect,” “believe,” “intend” and similar expressions are intended to identify forward-looking statements. Forward-looking statements include, without limitation, discussions of strategy, plans and intentions and statements regarding estimated or future results of operations, financial condition or prospects (including, without limitation, estimated and future funds from operations (“FFO”), adjusted funds from operations (“AFFO”) and normalized and adjusted FFO and net income, estimated initial weighted average contractual lease rates, estimated square footage of properties under development or expansion, the timing, prices and other terms of potential or planned acquisitions, statements regarding initial cash lease yields on or percentages of investment grade clients that are lessees of properties that we have acquired or intend or agreed to acquire or that are under development or expansion, statements regarding the payment, dependability and amount of and potential increases in future common stock dividends, statements regarding future cash flow or cash generation, statements regarding our ability to meet our liquidity needs, and statements regarding the anticipated or projected impact of our proposed Merger with VEREIT, if consummated, on our business, results of operations, financial condition or prospects). Forward-looking statements regarding the anticipated or projected impact of the proposed Mergers may include, without limitation, statements regarding potential impacts on our AFFO, general and administrative and other corporate expenses, leverage ratios and other credit metrics if the Mergers are consummated; potential changes in our interest expense from refinancing or repaying outstanding VEREIT indebtedness or preferred equity subsequent to the Mergers, if consummated, and potential interest rates at which such indebtedness and preferred equity could be refinanced; statements regarding the potential impact of the Mergers, if consummated, on our cash flow and dividend coverage durability; pro forma information regarding the combined company assuming the Mergers are consummated, including our pro forma results of operations and financial condition as reflected in our unaudited pro forma condensed combined financial statements incorporated by reference in the accompanying prospectus and our pro forma total enterprise value, pro forma number of properties, pro forma annualized contractual rent, pro forma weighted average lease term, pro forma occupancy, pro forma client and industry concentrations, pro forma percentage of investment grade clients, pro forma estimated gross acquisition volume, pro forma capitalization, pro forma leverage ratios and other pro forma credit metrics; and whether certain office properties owned by us and VEREIT can be successfully spun-off into a new publicly-traded company subsequent to the Mergers, if they occur, or sold, and the metrics regarding the office properties that may be spun-off or sold, including number of properties, total contractual rent, weighted average lease term, client concentration and percentage of investment grade clients. Likewise, all such pro forma financial statements and other pro forma information has been prepared on the basis of certain assumptions and estimates and is subject to other uncertainties and does not purport to reflect what our actual results of operations or financial condition or this other pro forma information would have been had the Mergers been consummated on the dates assumed for purposes of such pro forma financial statements and information or to be indicative of our financial condition, results of operations or metrics as of or for any future date or period. In that regard, there can be no assurance that the proposed Mergers will be consummated on the terms or timeline currently contemplated, or at all. Forward-looking statements are subject to risks, uncertainties and assumptions about us, including, among other things:

- Our access to capital and other sources of funding;
- Our anticipated growth strategies;
- Our intention to acquire additional properties and the timing of these acquisitions;
- Our intention to sell properties and the timing of these property sales;
- Our intention to re-lease vacant properties;

- Anticipated trends in our business, including trends in the market for long-term leases of freestanding, single-client properties;
- Future expenditures for development projects;
- The impact of the COVID-19 pandemic, or future pandemics, on us, our business, our clients, or the economy generally; and
- The structure, timing and potential completion of the proposed Mergers between us and VEREIT and uncertainties regarding whether the anticipated benefits or results of the proposed Mergers, if consummated, will be achieved.

Future events and actual results, financial and otherwise, may differ materially from the events and results discussed in or implied by the forward-looking statements. In particular, forward-looking statements regarding estimated or future results of operations or financial condition, estimated or future acquisitions of properties, or the estimated or potential impact of the proposed Mergers are based upon numerous assumptions and estimates and are inherently subject to substantial uncertainties and actual results of operations, financial condition, property acquisitions and the impacts of the Mergers (if consummated) may differ materially from those expressed or implied in the forward-looking statements, particularly if actual events differ from those reflected in the estimates and assumptions upon which such forward-looking statements are based. Some of the factors that could cause actual results to differ materially are:

- Our continued qualification as a real estate investment trust;
- General domestic and foreign business and economic conditions;
- Competition;
- Fluctuating interest and currency rates;
- Access to debt and equity capital markets;
- Continued volatility and uncertainty in the credit markets and broader financial markets;
- Other risks inherent in the real estate business, including client defaults under leases, potential liability relating to environmental matters, illiquidity of real estate investments and potential damages from natural disasters;
- Impairments in the value of our real estate assets;
- Changes in income tax laws and rates;
- The continued evolution of the COVID-19 pandemic and the measures taken to limit its spread, and its impacts on us, our business, our clients, or the economy generally;
- The timing and pace of reopening efforts at the local, state and national level in response to the COVID-19 pandemic and any developments, such as unexpected surges in COVID-19 cases, that cause a delay in or postponement of reopenings;
- The outcome of any legal proceedings to which we are a party or which may occur in the future;
- Acts of terrorism and war;
- Any effects of the announcement, pendency or potential completion of the proposed Mergers on us and uncertainties regarding whether the anticipated benefits or results of the proposed Mergers, if consummated, will be achieved; and
- The risks and uncertainties described and referred to under the caption “Risk Factors” above.

Additional factors that may cause future events and actual results, financial or otherwise, to differ, potentially materially, from those discussed in or implied by the forward-looking statements include the risks and uncertainties discussed in the section “Risk Factors” in this prospectus supplement, in the sections entitled “Business,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2020 and the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition

and Results of Operations” in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 and under the caption “Supplemental Risk Factors” in Exhibit 99.4 to the June 4, 2021 Form 8-K, and also include risks and other information discussed in those and other documents that are incorporated or deemed to be incorporated by reference in this prospectus supplement and the accompanying prospectus and that may be discussed in any free writing prospectus we may provide you in connection with this offering.

You are cautioned not to place undue reliance on forward-looking statements contained in this prospectus supplement, the accompanying prospectus, the documents incorporated by reference therein and any free writing prospectus we may provide you in connection with this offering. Those forward-looking statements are not guarantees of future performance and speak only as of the respective dates of those documents or, in the case of documents incorporated by reference in the accompanying prospectus, as of the respective dates those documents were filed with the SEC and we undertake no obligation to update any such forward-looking statements or other information contained in this prospectus supplement, the accompanying prospectus, the documents incorporated by reference therein and any free writing prospectus we may provide you in connection with this offering or to publicly release the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances after the respective dates or filing dates, as the case may be, of those documents or to reflect the occurrence of unanticipated events. In light of these risks and uncertainties, the forward-looking events discussed in this prospectus supplement, the accompanying prospectus, the documents incorporated by reference therein and any free writing prospectus we may provide you in connection with this offering might not occur.



## CURRENCY CONVERSION

Except under the limited circumstances described below in this paragraph, all payments of principal of, and premium, if any, and interest on, and Additional Amounts (as defined under “Description of Notes—Payments of Additional Amounts” in this prospectus supplement), if any, in respect of, the notes of each series will be made in GBP; *provided* that if GBP is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control, then all payments in respect of the notes of each series will be made in U.S. dollars until GBP is again available to us. In such circumstances, the amount payable on any date in GBP will be converted into U.S. dollars at the exchange rate determined as described under “Description of Notes—Issuance in GBP”. In addition, payments in respect of the notes of any series may also be made in a currency other than GBP under certain other circumstances (which would apply only after we effected defeasance or covenant defeasance of the notes of such series) as described in this prospectus supplement under “Description of Notes—Discharge, Defeasance and Covenant Defeasance of the Notes” and in the accompanying prospectus under “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance.” If the notes of either series were to become payable in a currency other than GBP, the exchange rate used to convert GBP into the applicable currency may be materially less favorable than the rate in effect at the time the notes of such series were originally issued or as might be determined by applicable law. In addition, any payment in respect of the notes of either series made in a currency other than GBP under such circumstances will not constitute an event of default (as defined; see “Description of Notes—Events of Default” in this prospectus supplement) with respect to the notes of such series under the Indenture.

Accordingly, investors will be subject to foreign exchange risks as to payments of principal of, premium, if any, and interest on, and Additional Amounts, if any, in respect of, the notes that may have important economic and tax consequences to them. See “Risk Factors—An investment in the notes by a purchaser whose home currency is not GBP entails significant risks”, “Risk Factors—The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances”, “Description of Notes—Issuance in GBP”, “Description of Notes—Discharge, Defeasance and Covenant Defeasance of the Notes” and “Supplemental U.S. Federal Income Tax Considerations” in this prospectus supplement and “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus. You should consult your own financial and legal advisors as to the risks involved in an investment in the notes.

On July 2, 2021, the GBP to U.S. dollar exchange rate was £1.00 = U.S. \$1.3795, as announced as the noon buying rate by the Board of Governors of the U.S. Federal Reserve System.

## USE OF PROCEEDS

We estimate that the net proceeds from the sale of the notes offered by this prospectus supplement, after deducting the underwriting discount but before deducting estimated expenses payable by us, will be approximately £742.0 million.

We intend to allocate an amount equal to the net proceeds from the offering of the notes to finance or refinance, in whole or in part, new or existing Eligible Green Projects (as defined below) in the categories set forth below and in accordance with the International Capital Markets Association (the “ICMA”) Green Bond Principles 2021, which may include Eligible Green Projects that have been funded by us within the 36 months prior to the date of original issuance of the notes and/or Eligible Green Projects acquired or developed post-issuance. Pending the allocation of an amount equal to the net proceeds from the offering of the notes to Eligible Green Projects, we may temporarily use all or a portion of the net proceeds to repay any outstanding indebtedness of ours or for liability management activities or invest such net proceeds in accordance with our cash investment policy. As of July 7, 2021, we had identified approximately £300 million of potential Eligible Green Projects.

We define “Eligible Green Projects” as projects falling into the categories set forth in the following bullet points. We expect that these categories of Eligible Green Projects will align with the applicable United Nations Sustainable Development Goals (each, an “SDG”) set forth below.

- **Green Buildings** (SDG 7—Affordable and Clean Energy; SDG 11—Sustainable Cities & Communities; SDG 13—Climate Action). Eligible green building projects include investments in the acquisition, construction, development, financing or refinancing of properties (retail and industrial) that have received, or are expected to receive, one of the following green building certifications (or other equivalent green certifications) or energy ratings in the three calendar years prior to the year in which the notes are originally issued or during the term of the applicable series of notes. The levels of green building certifications below have been determined to support our core property types (retail and industrial).
  - **LEED**: Silver, Gold or Platinum.
  - **BREEAM**: Very good, Excellent or Outstanding.
  - **DGNB**: Silver, Gold, or Platinum.
  - **ENERGY STAR**: ENERGY STAR certification or an ENERGY STAR rating of 75 or higher.
  - **Energy Performance Certificate (EPC)**: EPC grade of B or greater.
  - **Green Globes**: 3 or 4 Globes.
  - **HQE**: Very Good (Very Performant), Excellent, Exceptional.
- **Energy Efficiency** (SDG 12—Responsible Consumption and Production; SDG 13—Climate Action). Eligible energy efficiency projects include upgrades to properties that are designed to have expected energy efficiency gains of at least 25%. Examples include LED lighting upgrades and other energy efficient lighting, cool roof installations, HVAC and chiller replacements and other technologies known to improve energy efficiency.
- **Clean Transportation** (SDG 11—Sustainable Cities & Communities). Eligible clean transportation projects include the acquisition, development, construction and/or installation of clean transportation infrastructure such as electric vehicle charging stations or bicycle facilities.
- **Renewable Energy** (SDG 7—Affordable & Clean Energy; SDG 13—Climate Action; SDG 17—Partnerships for the Goals). Eligible renewable energy projects include purchases of renewable energy pursuant to power purchase agreements or virtual power purchase agreements; and expenditures and/or investments related to renewable energy systems, including but not limited to solar panel installations and battery storage systems.
- **Sustainable Water and Wastewater Management** (SDG 6—Clean Water and Sanitation). Eligible water efficiency projects include upgrades to properties that are designed to have expected water efficiency gains of at least 20%. Examples include smart irrigation systems, installation of low flow

fixtures, xeriscaping (drought-tolerant landscaping), and utilization of WaterSense fixtures and other technologies known to improve water usage efficiency.

- **Pollution Prevention & Control** (SDG 12—Responsible Production & Consumption; SDG 13—Climate Action). Eligible pollution prevention and control projects include projects aimed at reduction of air emissions, greenhouse gas control, waste reduction and prevention, and soil remediation.
- **Climate Change Adaption** (SDG 13—Climate Action). Eligible climate change adaption projects include investments in early warning systems and information support systems, as well as property improvements, resilience, and retrofits.

#### ***Process for Project Evaluation and Selection***

Potential Eligible Green Projects are evaluated and selected by our Green Bond Committee (or a subcommittee thereof), which consists of our Chief Financial Officer, Head of Sustainability, Head of Corporate Finance, and other senior members of our Sustainability, Capital Markets and Accounting teams.

The Green Bond Committee will intend to adhere to Realty Income’s processes to identify and mitigate material risks of negative social and/or environmental impacts arising from Eligible Green Projects. At the asset level, our team plans to identify, analyze, and, if applicable, manage potential environmental risks as part of the acquisition due diligence process and throughout the term of the applicable leases with a focus on increasing the return on investment. We intend to carry out Eligible Green Projects without negative impacts in the areas of climate change mitigation, climate change adaptation, pollution prevention and control, and the protection and restoration of biodiversity and ecosystems. In addition, we intend to align with market best practices and legislation in the jurisdictions we operate in.

#### ***Management of Proceeds***

We intend to allocate an amount equal to the net proceeds from the issuance of the notes of each series to the financing and refinancing of recently completed (within the 36 months prior to the original issue date of the notes), current and/or future Eligible Green Projects, selected in accordance with the use of proceeds criteria and process for project evaluation and selection described above. As long as the notes of any series are outstanding, we will track the allocation of the net proceeds from the notes of such series to identified Eligible Green Projects. We intend to continue to add projects to the Eligible Green Projects pipeline to the extent necessary to insure that, over time, an amount equal to the net proceeds from the notes of each series will be allocated to financing or refinancing Eligible Green Projects. Pending allocation of such proceeds to Eligible Green Projects, we may temporarily use all or a portion of the net proceeds from the sale of the notes of any series to repay any outstanding indebtedness of ours or for liability management activities or invest such net proceeds in accordance with our cash investment policy. An external auditor, appointed by us, will verify, on an annual basis, the proceeds allocated and the remaining balance.

#### ***Reporting***

We will report on the allocation of the net proceeds from the issuance of the notes of each series annually until full allocation of the net proceeds from the notes of such series or until the notes of such series are no longer outstanding. The first such report will be published on the sustainability page of our website within one year of the original issuance date of the notes. The report will include: (i) a list of Eligible Green Projects funded, subject to confidentiality considerations, (ii) total amount of net proceeds allocated and (iii) the balance of unallocated net proceeds.

An external auditor, appointed by us, will verify, with respect to each series of notes, the net proceeds allocated and the remaining balance on an annual basis until full allocation. In addition to allocation reporting, we intend to provide information on selected projects and, where applicable, to include quantification of the environmental benefits of the Eligible Green Projects funded with the net proceeds from any series of notes using key performance indicators (KPIs) such as the following:

- Green Buildings: level of certification reached, energy rating, or environmental performance achieved; and

- Energy Projects: renewable energy installed (kW, MW), renewable energy generated (kWh, MWh), energy saved aggregate (kWh), water use savings (gallons), greenhouse gas emissions avoided.

We are not contractually required to allocate net proceeds from the sale of the notes to Eligible Green Projects nor are we contractually required to comply with any of the reporting commitments or other commitments or undertakings described under this caption “Use of Proceeds,” and it will not be a breach of, or default or event of default (as defined; see “Description of Notes—Events of Default” below in this prospectus supplement) under, the notes of any series or (insofar as relates to the notes of such series) the Indenture if we fail to allocate net proceeds from this offering to Eligible Green Projects or comply with any such reporting commitments or other commitments or undertakings. See “Risk Factors—We are not contractually required to allocate net proceeds from the sale of the notes to Eligible Green Projects, and our failure to do so could adversely impact the value of the notes.”

### ***External Review***

A second party opinion (“SPO”) provider, DNV, has reviewed our green bond framework and certified its alignment with ICMA’s Green Bond Principles 2021.

Upon full allocation of an amount equal to the net proceeds from the issuance of the notes of any series, an independent party will verify that the net proceeds have been allocated to the Eligible Green Projects. Such verification will be published on the sustainability page of our website and/or in our sustainability report.

### ***General***

The information on, or accessible through, our website, the second party opinion referred to above and the information in our sustainability reports is not part of, or incorporated or deemed to be incorporated by reference in, this prospectus supplement or the accompanying prospectus and should not be relied upon in connection with making any investment decision with respect to the notes.

The above description of the allocation of net proceeds from the notes to Eligible Green Projects, the criteria applicable to Eligible Green Projects, and the related reporting and other procedures are not our covenants or contractual obligations and they are not intended to, and do not, modify or add to any covenant or other contractual obligation undertaken by us in the notes of any series or the Indenture.

### ***Conflicts of Interest***

Pending allocation of an amount equal to the net proceeds from the offering of the notes to Eligible Green Projects, we may temporarily use all or a portion of the net proceeds to, among other things, repay any of our outstanding indebtedness. Affiliates of many of the underwriters participating in this offering are lenders under our revolving credit facility, some of the underwriters or their affiliates are dealers under our commercial paper program and underwriters and/or their affiliates may hold borrowings under our commercial paper program or other indebtedness of ours. To the extent we use net proceeds from this offering to repay borrowings under our revolving credit facility or commercial paper program or other indebtedness of ours held by any of the underwriters or their affiliates, more than 5% of the net proceeds of this offering (not including underwriting discounts and commissions) may be received by such underwriters and/or such affiliates. Nonetheless, in accordance with the Financial Industry Regulatory Authority Inc. Rule 5121, the appointment of a qualified independent underwriter is not necessary in connection with this offering because we, the issuer of the securities in this offering, are a real estate investment trust. For additional information, see “Underwriting (Conflicts of Interest)—Other Relationships” and “Underwriting (Conflicts of Interest)—Conflicts of Interest” in this prospectus supplement.

## DESCRIPTION OF NOTES

*A general description of some of the terms of the 2027 notes and the 2033 notes (collectively, the “notes”) offered hereby appears in the accompanying prospectus. The following description of some of the particular terms of the notes offered by this prospectus supplement supplements and, to the extent inconsistent with the accompanying prospectus, replaces the description of the general terms and provisions of the debt securities and the Indenture (as defined below) set forth in the accompanying prospectus. The following statements relating to the notes and the Indenture describe certain terms and provisions of the notes and the Indenture and are not complete. These statements are qualified in their entirety by reference to the provisions of the notes, the officers’ certificate establishing the form and terms of the notes and the Indenture, including the definitions in the notes of each series and Indenture of certain terms, and which have been or will be filed as exhibits to the registration statement of which this prospectus supplement forms a part or as exhibits to the documents incorporated therein by reference and may be obtained as described under “Where You Can Find More Information” in the accompanying prospectus. Unless otherwise expressly stated or the context otherwise requires, all references to the “Company,” “Realty Income,” “our,” “we,” and “us” appearing under this caption “Description of Notes” and under the caption “Description of Debt Securities” in the accompanying prospectus mean Realty Income Corporation, a Maryland corporation, excluding its subsidiaries. Other capitalized terms used under this caption, but not otherwise defined, shall have the meanings given to them in the accompanying prospectus or, if not defined in the accompanying prospectus, in the Indenture.*

*The 2027 notes and the 2033 notes will each constitute a new series of our debt securities (which are more fully described in the accompanying prospectus) to be issued pursuant to an indenture dated as of October 28, 1998 (the “Indenture”) between Realty Income and The Bank of New York Mellon Trust Company, N.A. (successor trustee to The Bank of New York), as trustee (the “Trustee”). The terms of the notes of each series include those provisions contained in the Indenture and the officers’ certificate establishing the form and terms of the notes of such series and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “TIA”). The notes are subject to all those terms, and investors are referred to the Indenture, such officers’ certificate and the TIA for a statement of those terms.*

### General

We are permitted by the Indenture to issue our debt securities thereunder from time to time in one or more series. The 2027 notes will be a new, separate series of our debt securities under the Indenture, limited initially in aggregate principal amount to £400,000,000. The 2033 notes will be a new, separate series of our debt securities under the Indenture, limited initially in aggregate principal amount to £350,000,000.

The Indenture does not limit the amount of debt securities that we may issue under the Indenture, and we may from time to time issue debt securities in one or more series up to the aggregate amount authorized by us for each series. We may, without the consent of the holders of the 2027 notes or the holders of the 2033 notes, as the case may be, re-open any such series of notes and issue additional notes of such series under the Indenture in addition to the notes of such series offered pursuant to this prospectus supplement, and any such additional notes of such series shall be part of the same series of debt securities under the Indenture as the notes of such series offered by this prospectus supplement.

The notes will be issued only in fully registered form, without interest coupons, in denominations of £100,000 and integral multiples of £1,000 in excess thereof. The notes will be denominated in GBP (as defined below). The principal of, and premium, if any, and interest on, and Additional Amounts (as defined below), if any, in respect of, the notes of each series will be payable in GBP, except under the circumstances described below under “—Issuance in GBP” and “—Discharge, Defeasance and Covenant Defeasance of the Notes.” The notes of each series will be evidenced by one or more global notes (collectively, the “Global Notes”) in book-entry form, except under the limited circumstances described below under “—Certificated Notes.” The Global Notes will be registered in the name of a nominee of, and deposited with or on behalf of, a common depository (the “common depository”) for Euroclear Bank SA/NV (“Euroclear”, which term includes any successor securities clearing agency thereto) and Clearstream Banking S.A. (“Clearstream”, which term includes any successor securities clearing agency thereto). Except in the limited circumstances described below under “—Certificated Notes”, owners of beneficial interests in the Global Notes will not be entitled to have notes registered in their names and will not receive or be entitled to receive notes in definitive certificated form.

For purposes of the notes, unless otherwise expressly stated under this caption “Description of Notes,” (i) a “Business Day” means any day, other than a Saturday or a Sunday, that is not a day on which banking institutions in The City of New York or in London, England are authorized or required by law, regulation or executive order to close, (ii) “sterling,” “£” and “GBP” mean the lawful currency of the United Kingdom and (iii) “U.S. dollars,” “USD” and “\$” mean United States dollars.

Reference is made to the sections titled “Description of Notes—Merger, Consolidation or Sale of Assets” and “Description of Debt Securities—Certain Covenants” in the accompanying prospectus and “—Additional Covenants of Realty Income” below for a description of certain covenants applicable to the notes of each series. Compliance with these covenants generally may be waived, insofar as concerns the notes of either series, if the holders of a majority in principal amount of the outstanding notes of such series consent to such waiver.

Except to the limited extent described under “Description of Debt Securities—Merger, Consolidation or Sale of Assets” in the accompanying prospectus or “—Additional Covenants of Realty Income” below, the Indenture does not contain any provisions that would afford holders of the notes protection in the event of (1) a highly leveraged or similar transaction involving Realty Income, (2) a change of control or management of Realty Income, or (3) a reorganization, restructuring, merger or similar transaction involving Realty Income that may adversely affect the holders of the notes. In addition, subject to compliance with the covenants set forth under “—Additional Covenants of Realty Income” below and, if applicable, covenants in other debt instruments and the covenant set forth under “Description of Debt Securities—Merger, Consolidation or Sale of Assets” in the accompanying prospectus, Realty Income may, in the future, enter into certain transactions such as the sale of all or substantially all of its assets or the merger or consolidation of Realty Income with another entity that could substantially increase the amount of Realty Income’s indebtedness or substantially reduce Realty Income’s assets, which may have an adverse effect on Realty Income’s ability to service its indebtedness, including the notes. In that regard, if our pending Mergers with VEREIT are consummated on the terms currently contemplated, all then outstanding indebtedness of VEREIT and its subsidiaries (other than indebtedness, if any, repaid in connection with the Mergers) will become indebtedness of ours, which will significantly increase our total consolidated indebtedness. See “Prospectus Supplement Summary—Recent Developments—Agreement and Plan of Merger” and “Risk Factors—We are subject to risks associated with debt financing” in this prospectus supplement.

#### **Paying Agent and Transfer Agent**

The Bank of New York Mellon, London Branch, will act as the paying agent for the notes of each series. The Bank of New York Mellon Trust Company, N.A. will act as the trustee and the transfer agent for the notes of each series. We may change any paying agent or transfer agent and appoint additional paying agents and transfer agents with respect to the notes of either series, so long as we at all times maintain a paying agent for the notes of such series in London, England and a transfer agent for the notes of such series in Chicago, Illinois.

#### **Issuance in GBP**

Investors purchasing notes of either series in this offering will be required to pay for those notes in GBP.

Except as described in the next paragraph and in the proviso to this sentence, all payments of principal of, and premium, if any, and interest on, and Additional Amounts, if any, in respect of, the notes of each series will be made in GBP; *provided* that if GBP is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control, then all payments in respect of the notes of each series will be made in U.S. dollars until GBP is again available to us. In such circumstances, the amount payable on any date in GBP will be converted into U.S. dollars at the rate mandated by the Board of Governors of the U.S. Federal Reserve System (or any successor thereto) as of the close of business on the second Business Day prior to the relevant payment date or, if the Board of Governors of the U.S. Federal Reserve System (or any successor thereto) has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/GBP exchange rate published in The Wall Street Journal (or any successor thereto) on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the notes of any series so made in U.S. dollars under such circumstances will not constitute an event of default (as defined; see

“—Events of Default” below in this prospectus supplement) with respect to the notes of such series under the Indenture. Neither the Trustee nor the paying agent shall have any responsibility for any calculation or conversion in connection with the foregoing. See “Currency Conversion” above in this prospectus supplement for information regarding a recent GBP/U.S. dollar exchange rate.

See “—Discharge, Defeasance and Covenant Defeasance of the Notes” in this prospectus supplement and “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus for a discussion of certain other circumstances (which would apply only after we effected defeasance or covenant defeasance of the notes of the applicable series) under which the notes of such series could be payable in a currency other than GBP.

Investors will be subject to foreign exchange risks with respect to payments on the notes that may have important economic and tax consequences to them. See “Risk Factors—An investment in the notes by a purchaser whose home currency is not GBP entails significant risks,” “Risk Factors—The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances” and “Currency Conversion” in this prospectus supplement.

### **Ranking**

The notes will be our senior unsecured obligations and will rank equally in right of payment with all of our other existing and future senior unsecured indebtedness. The notes will be our obligations exclusively, however, and will not be the obligations of, or guaranteed by, any of our subsidiaries, nor are any of our subsidiaries required to provide funds to us, whether by dividend, loan or otherwise, to make payments on the notes. The notes will therefore be effectively subordinated in right of payment to all existing and future indebtedness and other liabilities of our subsidiaries from time to time outstanding, including any guarantees of our indebtedness by any of our subsidiaries, and will also be subordinated in right of payment to all existing and future secured indebtedness of us and our subsidiaries to the extent of the value of the collateral pledged as security therefor. As of March 31, 2021 and May 31, 2021, we (including our subsidiaries) had approximately \$281.5 million and \$257.3 million of secured indebtedness outstanding (excluding unamortized premiums and deferred financing costs), respectively, and, as of March 31, 2021, our subsidiaries had approximately \$335.4 million of total indebtedness and other liabilities outstanding (excluding liabilities owed to us and other intercompany liabilities, below-market lease liabilities, and operating lease liabilities). Also, none of our subsidiaries currently guarantees our borrowings under our revolving credit facility or our \$250.0 million term loan facility or our commercial paper program. As a result, the notes currently rank equally in right of payment with borrowings under these facilities and that program. However, under those facilities, if any of our subsidiaries guarantees or otherwise becomes obligated with respect to any of our or any of our subsidiaries’ other existing or future indebtedness (subject to limited exceptions), then any such subsidiary would be required to become a guarantor under our revolving credit facility and our \$250.0 million term loan facility. Additionally, we may voluntarily cause any of our subsidiaries to become a guarantor under these facilities to the extent we consider appropriate to remain in compliance with certain covenants under these facilities. See “Risk Factors—Although these notes are referred to as ‘senior’ notes, they will be effectively subordinated to all liabilities of our subsidiaries, including any guarantees of our indebtedness by any of our subsidiaries, and will be subordinated to our secured indebtedness to the extent of the assets securing that indebtedness.” Although the Indenture and other debt instruments to which we are a party limit our ability and the ability of our subsidiaries to incur additional indebtedness, both we and our subsidiaries have the right to incur substantial additional secured and unsecured indebtedness.

In that regard, if our pending Mergers with VEREIT are consummated on the terms currently contemplated, all then outstanding secured indebtedness of VEREIT and its subsidiaries and all then outstanding liabilities and other indebtedness of VEREIT’s subsidiaries (other than indebtedness or liabilities, if any, that are repaid or otherwise satisfied in connection with the Mergers) will become indebtedness and liabilities of ours or our subsidiaries, as the case may be, which will significantly increase the total secured indebtedness of us and our subsidiaries and the total liabilities and other indebtedness of our subsidiaries to which the notes will be effectively subordinated in right of payment. See “Prospectus Supplement Summary—Recent Developments—Agreement and Plan of Merger” and “Risk Factors—We are subject to risks associated with debt financing” in this prospectus supplement.

### Interest and Maturity

The 2027 notes will mature on July 13, 2027. The 2033 notes will mature on July 13, 2033. Neither the 2027 notes nor the 2033 notes will be entitled to the benefit of any sinking fund payments or subject to repayment or repurchase by Realty Income at the option of the Holders (as defined below). The notes of each series will be subject to redemption at Realty Income's option. See “—Optional Redemption” and “—Redemption for Changes in Taxes” below. As used herein, “Holder” means the person in whose name a note is registered in the security register maintained by the registrar for the notes.

The 2027 notes will bear interest at the rate of 1.125% per annum, accruing from July 13, 2021 or from the most recent 2027 notes interest payment date (as defined below) to which interest has been paid on the 2027 notes, payable annually in arrears on July 13 of each year (each, a “2027 notes interest payment date”), commencing July 13, 2022, to the persons in whose names the 2027 notes are registered in the security register applicable to the 2027 notes at the close of business on (i) in the case of 2027 notes represented by the Global Notes, on the business day (for this purpose, a day on which Clearstream and Euroclear are open for business) immediately preceding the applicable 2027 interest payment date and (ii) in all other cases, the 15th day prior to the applicable 2027 notes interest payment date (each, a “2027 notes regular record date”). Interest on the 2027 notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the 2027 notes (or from and including July 13, 2021 if no interest has been paid on the 2027 notes) to but excluding the next scheduled 2027 notes interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

The 2033 notes will bear interest at the rate of 1.750% per annum, accruing from July 13, 2021 or from the most recent 2033 notes interest payment date (as defined below) to which interest has been paid on the 2033 notes, payable annually in arrears on July 13 of each year (each, a “2033 notes interest payment date” and, together with the 2027 notes interest payment date, the “interest payment dates”), commencing July 13, 2022, to the persons in whose names the 2033 notes are registered in the security register applicable to the 2033 notes at the close of business on (i) in the case of 2033 notes represented by the Global Notes, on the business day (for this purpose, a day on which Clearstream and Euroclear are open for business) immediately preceding the applicable 2033 interest payment date and (ii) in all other cases, the 15th day prior to the applicable 2033 notes interest payment date (each, a “2033 notes regular record date” and, together with the 2027 notes regular record dates, the “regular record dates”). Interest on the 2033 notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the 2033 notes (or from and including July 13, 2021 if no interest has been paid on the 2033 notes) to but excluding the next scheduled 2033 notes interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Markets Association.

If any interest payment date, any maturity date, any date fixed for redemption or any other day on which the principal of, or premium, if any, or interest on, or Additional Amounts, if any, in respect of, a note becomes due and payable falls on a day that is not a Business Day, the required payment may be made on the next Business Day as if it were made on the date the payment was due and no interest will accrue on the amount so payable for the period from and after such interest payment date, maturity date, redemption date or other date, as the case may be.

### Additional Covenants of Realty Income

Reference is made to the section titled “Description of Debt Securities—Certain Covenants” in the accompanying prospectus for a description of certain covenants applicable to the notes of each series. In addition to the foregoing, the following covenants of Realty Income will apply to the notes of each series for the benefit of the Holders of the notes of such series:

*Limitation on Incurrence of Total Debt.* Realty Income will not, and will not permit any Subsidiary to, incur any Debt, other than Intercompany Debt, if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds therefrom on a pro forma basis, the aggregate principal amount of all outstanding Debt of Realty Income and its Subsidiaries on a consolidated basis



determined in accordance with GAAP is greater than 60% of the sum of (1) Realty Income's Total Assets as of the end of the latest fiscal quarter covered in Realty Income's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Securities and Exchange Commission (the "SEC") (or, if such filing is not required under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with the Trustee) prior to the incurrence of such additional Debt and (2) the increase, if any, in Total Assets from the end of such quarter including, without limitation, any increase in Total Assets caused by the application of the proceeds of such additional Debt (such increase together with Realty Income's Total Assets are referred to as the "Adjusted Total Assets").

*Limitation on Incurrence of Secured Debt.* Realty Income will not, and will not permit any Subsidiary to, incur any Secured Debt, other than Intercompany Debt, if, immediately after giving effect to the incurrence of such additional Secured Debt and the application of the proceeds therefrom on a pro forma basis, the aggregate principal amount of all outstanding Secured Debt of Realty Income and its Subsidiaries on a consolidated basis determined in accordance with GAAP is greater than 40% of Realty Income's Adjusted Total Assets.

*Debt Service Coverage.* Realty Income will not, and will not permit any Subsidiary to, incur any Debt, other than Intercompany Debt, if the ratio of Consolidated Income Available for Debt Service to the Annual Debt Service Charge for the period consisting of the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred is less than 1.5 to 1.0, on a pro forma basis after giving effect to the incurrence of such Debt and the application of the proceeds therefrom, and calculated on the assumption that (1) such Debt and any other Debt incurred by Realty Income or any of its Subsidiaries since the first day of such four-quarter period and the application of the proceeds therefrom (including to refinance other Debt since the first day of such four-quarter period) had occurred on the first day of such period, (2) the repayment or retirement of any other Debt of Realty Income or any of its Subsidiaries since the first day of such four-quarter period had occurred on the first day of such period (except that, in making such computation, the amount of Debt under any revolving credit facility, line of credit or similar facility shall be computed based upon the average daily balance of such Debt during such period), and (3) in the case of any acquisition or disposition by Realty Income or any Subsidiary of any asset or group of assets since the first day of such four-quarter period, including, without limitation, by merger, stock purchase or sale, or asset purchase or sale, such acquisition or disposition had occurred on the first day of such period with the appropriate adjustments with respect to such acquisition or disposition being included in such pro forma calculation. If the Debt giving rise to the need to make the foregoing calculation or any other Debt incurred after the first day of the relevant four-quarter period bears interest at a floating rate then, for purposes of calculating the Annual Debt Service Charge, the interest rate on such Debt shall be computed on a pro forma basis as if the average interest rate which would have been in effect during the entire such four-quarter period had been the applicable rate for the entire such period.

*Maintenance of Total Unencumbered Assets.* Realty Income will maintain at all times Total Unencumbered Assets of not less than 150% of the aggregate outstanding principal amount of the Unsecured Debt of Realty Income and its Subsidiaries, computed on a consolidated basis in accordance with GAAP.

As used herein:

**"Annual Debt Service Charge"** as of any date means the amount which is expensed in any 12-month period for interest on Debt of Realty Income and its Subsidiaries.

**"Consolidated Income Available for Debt Service"** for any period means Consolidated Net Income plus, without duplication, amounts which have been deducted in determining Consolidated Net Income during such period for (1) Consolidated Interest Expense, (2) provisions for taxes of Realty Income and its Subsidiaries based on income, (3) amortization (other than amortization of debt discount) and depreciation, (4) provisions for losses from sales or joint ventures, (5) provisions for impairment losses, (6) increases in deferred taxes and other non-cash charges, (7) charges resulting from a change in accounting principles, and (8) charges for early extinguishment of debt, and less, without duplication, amounts which have been added in determining Consolidated Net Income during such period for (a) provisions for gains from sales or joint ventures, and (b) decreases in deferred taxes and other non-cash items.

“**Consolidated Interest Expense**” for any period, and without duplication, means all interest (including the interest component of rentals on finance leases, letter of credit fees, commitment fees and other like financial charges) and all amortization of debt discount on all Debt (including, without limitation, payment- in-kind, zero coupon and other like securities) but excluding legal fees, title insurance charges, other out-of-pocket fees and expenses incurred in connection with the issuance of Debt and the amortization of any such debt issuance costs that are capitalized, all determined for Realty Income and its Subsidiaries on a consolidated basis in accordance with GAAP.

“**Consolidated Net Income**” for any period means the amount of consolidated net income (or loss) of Realty Income and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

“**Debt**” means any indebtedness of Realty Income or any Subsidiary, whether or not contingent, in respect of (1) money borrowed or evidenced by bonds, notes, debentures or similar instruments, (2) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance, trust deed, deed of trust, deed to secure debt, security agreement or any security interest existing on property owned by Realty Income or any Subsidiary, (3) letters of credit or amounts representing the balance deferred and unpaid of the purchase price of any property except any such balance that constitutes an accrued expense or trade payable or (4) any lease of property by Realty Income or any Subsidiary as lessee that is reflected on Realty Income’s consolidated balance sheet as a finance lease or as indebtedness in accordance with GAAP, in the case of items of indebtedness under (1) through (3) above to the extent that any such items (other than letters of credit) would appear as liabilities on Realty Income’s consolidated balance sheet in accordance with GAAP, and also includes, to the extent not otherwise included, any obligation of Realty Income or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), indebtedness of another person (other than Realty Income or any Subsidiary) of the type referred to in (1), (2), (3) or (4) above (it being understood that Debt shall be deemed to be incurred by Realty Income or any Subsidiary whenever Realty Income or such Subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof).

“**Executive Group**” means, collectively, those individuals holding the offices of Chairman, Vice Chairman, Chief Executive Officer, President, Chief Operating Officer, or any Vice President of Realty Income.

“**GAAP**” means generally accepted accounting principles, as in effect from time to time, as used in the United States applied on a consistent basis.

“**Intercompany Debt**” means indebtedness owed by Realty Income or any Subsidiary solely to Realty Income or any Subsidiary.

“**Secured Debt**” means Debt secured by any mortgage, lien, charge, encumbrance, trust deed, deed of trust, deed to secure debt, security agreement, pledge, conditional sale or other title retention agreement, finance lease, or other security interest or agreement granting or conveying security title to or a security interest in real property or other tangible assets.

“**Subsidiary**” means (1) any corporation, partnership, joint venture, limited liability company or other entity the majority of the shares, if any, of the non-voting capital stock or other equivalent ownership interests of which (except directors’ qualifying shares) are at the time directly or indirectly owned by Realty Income, and the majority of the shares of the voting capital stock or other equivalent ownership interests of which (except for directors’ qualifying shares) are at the time directly or indirectly owned by Realty Income, any other Subsidiary or Subsidiaries, and/or one or more individuals of the Executive Group (or, in the event of death or disability of any of such individuals, his/her respective legal representative(s), or such individuals’ successors in office as an officer of Realty Income), and (2) any other entity the accounts of which are consolidated with the accounts of Realty Income. The foregoing definition of “Subsidiary” shall only be applicable with respect to this definition and the covenants and other definitions set forth herein under this caption “—Additional Covenants of Realty Income” and, insofar as the provisions described in the accompanying prospectus under “Description of Debt Securities—Merger, Consolidation or Sale of Assets” apply to the notes of either series, the term “Subsidiary,” as that term is used under the caption “Description of Debt Securities—Merger, Consolidation or Sale of Assets,” shall have the meaning set forth in this definition (instead of the meaning set forth in the accompanying prospectus).

“**Total Assets**” as of any date means the sum of (1) Undepreciated Real Estate Assets and (2) all other assets of Realty Income and its Subsidiaries determined on a consolidated basis in accordance with GAAP (but excluding accounts receivable and intangibles).

“**Total Unencumbered Assets**” as of any date means Total Assets minus the value of any properties of Realty Income and its Subsidiaries that are encumbered by any mortgage, charge, pledge, lien, security interest, trust deed, deed of trust, deed to secure debt, security agreement, or other encumbrance of any kind (other than those relating to Intercompany Debt), including the value of any stock of any Subsidiary that is so encumbered, determined on a consolidated basis in accordance with GAAP; provided, however, that, in determining Total Unencumbered Assets as a percentage of outstanding Unsecured Debt for purposes of the covenant set forth above under “—Maintenance of Total Unencumbered Assets,” all investments in any person that is not consolidated with Realty Income for financial reporting purposes in accordance with GAAP shall be excluded from Total Unencumbered Assets to the extent that such investment would otherwise have been included. For purposes of this definition, the value of each property shall be equal to the purchase price or cost of each such property and the value of any stock subject to any encumbrance shall be determined by reference to the value of the properties owned by the issuer of such stock as aforesaid.

“**Undepreciated Real Estate Assets**” as of any date means the amount of real estate assets of Realty Income and its Subsidiaries on such date, before depreciation and amortization, determined on a consolidated basis in accordance with GAAP.

“**Unsecured Debt**” means Debt of Realty Income or any Subsidiary that is not Secured Debt.

### **Optional Redemption**

Prior to May 13, 2027 (the “2027 Notes Par Call Date”), the 2027 notes will be redeemable and, prior to April 13, 2033 (the “2033 Notes Par Call Date”), the 2033 notes will be redeemable, in each case at any time in whole or from time to time in part at the option of Realty Income at a redemption price equal to the greater of:

- (a) 100% of the principal amount of the notes of the applicable series to be redeemed, and
- (b) the sum of the present values of the remaining scheduled payments of principal of and interest on the notes of such series to be redeemed (exclusive of interest accrued to the applicable redemption date), assuming that the notes of such series matured and that accrued and unpaid interest on the notes of such series was payable on the 2027 Notes Par Call Date, in the case of the 2027 notes, or the 2033 Notes Par Call Date, in the case of the 2033 notes, discounted to such redemption date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the Comparable Government Bond Rate plus 15 basis points, in the case of the 2027 notes, or 20 basis points, in the case of the 2033 notes,

plus, in the case of both clauses (a) and (b) above, accrued and unpaid interest on the principal amount of the notes of the applicable series being redeemed to such redemption date.

On and after the 2027 Notes Par Call Date, the 2027 notes will be redeemable and, on and after the 2033 Notes Par Call Date, the 2033 notes will be redeemable, in each case at any time in whole or from time to time in part at the option of Realty Income at a redemption price equal to 100% of the principal amount of the notes of the applicable series to be redeemed, plus accrued and unpaid interest on the principal amount of the notes of such series being redeemed to the applicable redemption date.

Notwithstanding the foregoing, installments of interest on notes of each series that are due and payable on an interest payment date for the notes of such series falling on or prior to a redemption date for the notes of such series will be payable to the persons who were the Holders of the notes of such series (or one or more predecessor notes of such series) registered as such at the close of business on the relevant regular record date for the notes of such series according to their terms and the provisions of the Indenture.

“**Comparable Government Bond Rate**” means, with respect to any redemption date for the notes of any series, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the notes of such series to be redeemed, if they were to be

purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by Realty Income.

“**Comparable Government Bond**” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by Realty Income, a United Kingdom government bond whose maturity is closest to the 2027 Notes Par Call Date, in the case of the 2027 notes, or the 2033 Notes Par Call Date, in the case of the 2033 notes, or, if such independent investment bank in its discretion determines that such similar bond is not in issue, such other United Kingdom government bond as such independent investment bank may, with the advice of the three brokers of, and/or market makers in, United Kingdom government bonds selected by Realty Income, determine to be appropriate for determining the Comparable Government Bond Rate.

Notice of any redemption of the notes of any series shall be given to the Holders of the notes of such series called for redemption, and, if less than all the outstanding notes of any series are to be redeemed, the notes of such series to be redeemed shall be selected, as described below under “—Notice of Redemption.”

Unless Realty Income defaults in payment of the redemption price for the notes of any series, on and after any redemption date for the notes of such series interest will cease to accrue on the notes of such series or portions thereof called for redemption.

### **Redemption for Changes in Taxes**

If (1)(a) as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) or treaties of the United States (as defined below) or any political subdivision or taxing authority thereof or therein having power to tax (each, a “Relevant Taxing Jurisdiction”), or any change in, or amendment to, any official position regarding the application, administration or interpretation of such laws, treaties, regulations or rulings (including by virtue of a holding, judgment or order by a court of competent jurisdiction or a change in published administrative practice), which change or amendment becomes effective on or after the date of this prospectus supplement, Realty Income becomes or will become obligated to pay any Additional Amounts (as defined under “—Payment of Additional Amounts” below) in respect of the notes of any series or (b) any act is taken by a Relevant Taxing Jurisdiction on or after the date of this prospectus supplement, whether or not such act is taken with respect to Realty Income or any affiliate of Realty Income, that results in a substantial probability that Realty Income will or may be required to pay any Additional Amounts in respect of the notes of any series, and (2) Realty Income determines, in its business judgment, that the obligation to pay Additional Amounts in respect of the notes of such series cannot be avoided by taking reasonable measures available to it, including by making payments through a different paying agent (provided that such reasonable measures do not include substitution of another entity as the obligor under the notes of such series), then Realty Income may, at its option, redeem the notes of such series, in whole but not in part, at a redemption price equal to 100% of the principal amount of the notes of such series, plus accrued and unpaid interest on the notes of such series to the applicable redemption date. Notwithstanding the forgoing provisions of this paragraph, installments of interest on notes of any series that are due and payable on an interest payment date for the notes of such series falling on or prior to a redemption date for the notes of such series will be payable to the persons who were the Holders of the notes of such series (or one or more predecessor notes of such series) registered as such at the close of business on the relevant regular record date for the notes of such series according to their terms and the provisions of the Indenture. No redemption of the notes of any series pursuant to this paragraph may be made unless Realty Income has received a written opinion of independent counsel to the effect that, as a result of such change or amendment Realty Income has become or will become obligated to pay, or that such act taken by a Relevant Taxing Jurisdiction has resulted in a substantial probability that Realty Income will or may be required to pay, any Additional Amounts in respect of the notes of such series, and Realty Income shall have delivered to the Trustee such legal opinion together with an officers’ certificate stating that, based on such opinion, Realty Income is entitled to redeem the notes of such series pursuant to the provisions described in this paragraph and the other provisions of the notes of such series and the Indenture. The Trustee shall be entitled to rely on such officers’ certificate and opinion of counsel as sufficient evidence of the existence and satisfaction of the conditions precedent as described above, in which event it will be conclusive and binding on the Holders of the notes of the applicable series.

Notice of any such redemption will be given to the Holders of the notes of the applicable series as described below under “—Notice of Redemption.”

Unless Realty Income defaults in payment of the redemption price for the notes of any series, on and after the redemption date for the notes of such series interest will cease to accrue on the notes of such series called for redemption.

As used in under this caption “—Redemption for Changes In Taxes” and under the caption “—Payment of Additional Amounts” below the term “United States” means the United States of America (including the states and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.

#### **Notice of Redemption**

Notice of any redemption of the notes of any series by Realty Income will be transmitted at least 15 days but not more than 60 days before the applicable redemption date to each Holder of notes of such series to be redeemed. If less than all of the outstanding notes of any series (including, without limitation, any outstanding notes of such series issued upon a re-opening of such series) are to be redeemed, the notes of such series to be redeemed shall be selected, so long as the notes of such series are in book-entry form, in accordance with the applicable procedures of Clearstream, Euroclear or the common depository, as applicable, or if the notes of such series are issued in definitive certificated form under the limited circumstances described below under “—Certificated Notes,” by such method as the Trustee shall deem fair and appropriate; provided that no note of such series shall be redeemed in part unless the remaining principal amount of such note is £100,000 or an integral multiple of £1,000 in excess thereof.

#### **Payment of Additional Amounts**

All payments of principal of and premium, if any, and interest on the notes of each series will be made free and clear of and without withholding or deduction for or on account of any present or future tax, duty, assessment or other governmental charge of whatsoever nature (collectively, “Taxes”) imposed by any Relevant Taxing Jurisdiction, unless the withholding or deduction of such Taxes is required by law or the official interpretation or administration thereof.

In the event that any withholding or deduction from or on any payments on or in respect of the notes of any series for or on account of any Taxes is required by a Relevant Taxing Jurisdiction, Realty Income will, subject to the exceptions and limitations set forth below, pay, as additional interest on the notes of such series, such additional amounts (“Additional Amounts”) as will result in receipt by each holder of a note of such series that is not a United States Person (as defined below) of such amounts (after all such withholding or deduction, including from or on any Additional Amounts) as would have been received by such holder had no such withholding or deduction been required. Realty Income will not be required, however, to make any payment of Additional Amounts in respect of the notes of any series for or on account of:

- (1) any Taxes that are imposed or withheld by reason of a holder of the notes of such series (or the beneficial owner for whose benefit such holder holds such note) (or a fiduciary, settlor, beneficiary, member or shareholder of the holder if the holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary holder) being considered as:
  - (a) being or having been present or engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;
  - (b) having a current or former relationship with the United States, including a relationship as a citizen or resident thereof;
  - (c) being or having been a foreign or domestic personal holding company, a passive foreign investment company or a controlled foreign corporation with respect to the United States or a corporation that has accumulated earnings to avoid United States federal income tax;

- (d) being or having been a “10 percent shareholder” of Realty Income within the meaning of section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the “Code”), or any successor provision;
  - (e) being a controlled foreign corporation that is related to us within the meaning of Section 864(d)(4) of the Code or any successor provision; or
  - (f) being or having been a bank receiving interest described in section 881(c)(3)(A) of the Code or any successor provision;
- (2) any holder that is not the sole beneficial owner of the note of such series, or a portion thereof, or that is a fiduciary, limited liability company or partnership, but only to the extent that a beneficiary or settlor with respect to the fiduciary or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;
  - (3) any Taxes that are imposed or withheld by reason of the failure to (a) comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with a Relevant Taxing Jurisdiction of the holder or beneficial owner of such note of such series, if compliance is required by statute or by regulation of the Relevant Taxing Jurisdiction as a precondition to relief or exemption from such Taxes (including the submission, if applicable, of a United States Internal Revenue Service (“IRS”) Form W-8 (with any required attachments)) or (b) comply with any information gathering and reporting requirements or to take any similar action (including entering into any agreement with the IRS), in each case, that are required to obtain the maximum available exemption from withholding by a Relevant Taxing Jurisdiction that is available to payments received by or on behalf of the holder or beneficial owner;
  - (4) any Taxes that are imposed otherwise than by withholding from the payment;
  - (5) any Taxes that are imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
  - (6) any estate, inheritance, gift, sales, excise, transfer, wealth or personal property tax or a similar tax, assessment or governmental charge;
  - (7) any Taxes required to be withheld by any paying agent from any payment of principal of, or premium, if any, or interest on, any note of such series, if such payment can be made without such withholding by any other paying agent;
  - (8) any Taxes that are imposed or levied by reason of the presentation (where presentation is required in order to receive payment) of such notes of such series for payment on a date more than 30 days after the date on which such payment became due and payable, except to the extent that the holder or beneficial owner thereof would have been entitled to Additional Amounts had the notes been presented for payment on any date during such 30-day period;
  - (9) any backup withholding or any Taxes imposed under Sections 1471 through 1474 of the Code (or any successor provisions thereto), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code (or any successor provision thereto), or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code (or any successor thereto); or
  - (10) any combination of any items (1) through (9).

The notes of each series are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable thereto. Except as specifically provided under this heading “—Payment of Additional Amounts,” Realty Income shall not be required to make any payment with respect to any tax, assessment or governmental charge imposed by any government or a political

subdivision or taxing authority thereof or therein on any payment of principal of, premium, if any, or interest on, or Additional Amounts in respect of, the notes of any series.

If Realty Income becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the notes of any series, Realty Income will deliver to the Trustee and each paying agent for the notes of such series on a date that is at least 30 days prior to the date of that payment (unless the obligation to pay Additional Amounts arises less than 30 days prior to that payment date, in which case Realty Income shall notify the Trustee and each paying agent promptly after Realty Income becomes aware that such obligation has arisen) an officers' certificate stating the fact that Additional Amounts will be payable and the amount to be so payable. The officers' certificate must also set forth any other information reasonably necessary to enable the paying agents to pay such Additional Amounts to Holders on the relevant payment date. The Trustee and each paying agent shall be entitled to rely solely on such officers' certificate as conclusive proof that such payments are necessary.

As used under this caption “—Payment of Additional Amounts,” the term “United States Person” means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia (other than a partnership that is not treated as a United States Person under any applicable U.S. Treasury Regulations), any estate the income of which is subject to United States federal income taxation regardless of its source, or any trust if a court within the United States is able to exercise primary supervision over the administration of the trust or one or more United States fiduciaries have the authority to control all substantial decisions of the trust; and the term “United States” shall have the meaning set forth above under “—Redemption for Changes in Taxes.”

Whenever there is mentioned, in any context (except as otherwise provided in the proviso to this sentence), under this caption “Description of Notes” and under the caption “Description of Debt Securities” in the accompanying prospectus, the payment of principal of, or premium, if any, or interest on, or in respect of, any note of any series, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to the terms of the notes of such series or the Indenture, and express mention of the payment of Additional Amounts anywhere under such captions shall not be construed as excluding Additional Amounts elsewhere under such captions where such express mention is not made; provided that, notwithstanding the foregoing and also notwithstanding anything in the Indenture to the contrary, the references to “principal” and “premium” appearing in clause (2) of the first paragraph under the caption “Description of Debt Securities—Events of Default, Notice and Waiver” in the accompanying prospectus shall not include any Additional Amounts that may be payable in respect of the principal of or premium, if any, on the notes of any series. Because, as described above, all Additional Amounts, if any, payable in respect of the notes of any series will be treated as additional interest on the notes of such series, the proviso to the foregoing sentence means that, for purposes of determining whether an event of default has occurred with respect to the notes of such series, any failure by us to pay any Additional Amounts that are payable in respect of the notes of such series when due will be entitled to the same 30 day grace period to which a failure to pay interest on the notes of such series when due would be entitled as described in clause (1) of the first paragraph under the caption “Description of Debt Securities—Events of Default, Notice and Waiver” in the accompanying prospectus. As a result, any failure by us to pay Additional Amounts in respect of the notes of any series (including, without limitation, Additional Amounts payable in respect of principal of or premium, if any, on the notes of such series) when due will not be an event of default with respect to the notes of such series under the Indenture unless that default continues for 30 days.

Notwithstanding any discharge, defeasance or covenant defeasance of the notes of any series or the Indenture as described under “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus, the provisions described under this caption “—Payment of Additional Amounts” shall survive any such discharge, defeasance or covenant defeasance, as the case may be, and remain in full force and effect and shall also survive any transfer by a Holder or beneficial owner of its notes of such series or its beneficial interest in the Global Notes of such series.

#### **Discharge, Defeasance and Covenant Defeasance of the Notes**

The discharge, defeasance and covenant defeasance provisions of the Indenture described under “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying

prospectus will apply to the notes of each series; provided that, anything in the notes of the applicable series or the Indenture to the contrary notwithstanding, our obligation to pay Additional Amounts on the notes of each series pursuant to the provisions described above under “—Payment of Additional Amounts” shall survive any such discharge, defeasance or covenant defeasance and remain in full force and effect. Covenant defeasance will be applicable, insofar as concerns the notes of the applicable series, with respect to the covenants described in the accompanying prospectus under “Description of Debt Securities—Certain Covenants” (except the covenant requiring Realty Income to preserve and keep in full force and effect its corporate existence) and the covenants described above under “—Additional Covenants of Realty Income.”

See “Description of Debt Securities—Discharge, Defeasance and Covenant Defeasance” in the accompanying prospectus for a discussion of certain circumstances (which would apply only after we effected defeasance or covenant defeasance of the notes of the applicable series) in which the notes of such series could be payable in a currency other than GBP. For information concerning certain foreign exchange risks to which investors would be subject if the notes of either series were to become payable in a currency other than GBP, see “Risk Factors—An investment in the notes by a purchaser whose home currency is not GBP entails significant risks,” “Risk Factors—The notes permit us to make payments in U.S. dollars if we are unable to obtain GBP and in certain other circumstances” and “Currency Conversion” in this prospectus supplement.

### **Events of Default**

The term “events of default” is defined in the accompanying prospectus under the caption “Description of Debt Securities—Events of Default, Notice and Waiver.” As described above under “—Payments of Additional Amounts,” because all Additional Amounts, if any, payable in respect to the notes of any series will be treated as additional interest on the notes of such series, any failure by us to pay Additional Amounts in respect to the notes of such series when due will be entitled to the same 30 day grace period to which a failure to pay interest on the notes of such series when due would be entitled as described in clause (1) of the first paragraph under the caption “Description of Debt Securities—Events of Default, Notice and Waiver” in the accompanying prospectus. As a result, any failure by us to pay Additional Amounts in respect of the notes of any series (including, without limitation, Additional Amounts payable in respect of principal of or premium, if any, on the notes of any series) when due will not be an event of default with respect to the notes of such series under the Indenture unless that default continues for 30 days. For additional information, see “—Payment of Additional Amounts” above and “Description of Debt Securities—Events of Default, Notice and Waiver” in the accompanying prospectus.

### **Modifications of the Accompanying Prospectus**

The following language supersedes and replaces, insofar as relates to the notes of each series, the language in the second bullet point of the fourth paragraph under the caption “Description of Debt Securities—Modification of the Indenture” in the accompanying prospectus: “the principal amount of any debt security denominated in a foreign currency that shall be deemed outstanding shall be the U.S. dollar equivalent of the principal amount of such debt security, determined as of the second business day prior to the date of determining whether holders of the requisite principal amount of the outstanding debt securities of the applicable series have given such request, demand, authorization, direction, notice, consent or waiver or whether such a quorum is present.”

### **Payment**

All payments of principal of, premium, if any, interest on, and Additional Amounts, if any, in respect of, the Global Notes of each series will be made by the paying agent for the notes of such series on behalf of Realty Income by wire transfer of immediately available funds to an account maintained by the payee.

If notes of either series are issued in definitive certificated form under the limited circumstances described below under “—Certificated Notes,” payments of interest on the certificated notes of such series may be made, at our option, by check mailed to the addresses of the persons entitled thereto, as such addresses appear in the register for the notes of such series, or by wire transfer to accounts maintained by the payees; provided, however, that a Holder of £4 million or more in aggregate principal amount of notes of such series in definitive certificated form will be entitled to receive payments of interest due on any interest payment



date by wire transfer of immediately available funds to an account specified by such Holder so long as such Holder has given appropriate wire transfer instructions to the Trustee or a paying agent for the notes of such series at least 10 calendar days prior to the applicable interest payment date. Any such wire transfer instructions will remain in effect until revoked by such Holder or until such person ceases to be a Holder of £4 million or more in aggregate principal amount of notes of such series in definitive certificated form.

Payments of principal of, and premium, if any, and interest on, and Additional Amounts, if any, in respect of, the notes of any series in definitive certificated form that are due and payable on the maturity date of the notes of such series, any redemption date for the notes of such series or any other date on which principal of the notes of such series is due and payable will be made by wire transfer of immediately available funds to accounts specified by the Holders thereof, so long as such Holders have given appropriate wire transfer instructions to the Trustee or a paying agent for the notes of such series, against surrender of such notes to the Trustee or any such paying agent; provided that installments of interest on notes of such series in definitive certificated form that are due and payable on any interest payment date falling on or prior to such maturity date, redemption date or other date on which principal of the notes of such series is payable will be paid in the manner described in the preceding paragraph to the persons who were the Holders of the notes of such series (or one or more predecessor notes of such series) registered as such at the close of business on the relevant regular record dates according to the terms and provisions of the notes of such series and the Indenture.

### **Book-Entry System**

The notes of each series will be offered and sold only in denominations of £100,000 and integral multiples of £1,000 in excess thereof. The notes of each series will initially be represented by the Global Notes of such series. Upon issuance, the Global Notes of each series will be deposited with, or on behalf of, a common depository and registered in the name of the nominee of the common depository for the accounts of Euroclear and Clearstream. Except as set forth below, the Global Notes of any series may be transferred, in whole and not in part, only to the common depository or its nominee or to a successor common depository or its nominee. You may hold your interests in the Global Notes of any series in Europe through Euroclear or Clearstream, either as a participant in such systems or indirectly through organizations that are participants in such systems. Euroclear and Clearstream will hold interests in the Global Notes of each series on behalf of their respective participating organizations or customers through customers' securities accounts in Euroclear's or Clearstream's names on the books of their respective depositories. Book-entry interests in the notes and all transfers relating to the notes will be reflected in the book-entry records of Euroclear and Clearstream.

The distribution of the notes will be cleared through Euroclear and Clearstream. Any secondary market trading of book-entry interests in the notes will take place through Euroclear and Clearstream participants and will settle in same-day funds. Owners of book-entry interests in the notes will receive payments relating to their notes in GBP, except as described above under “—Issuance in GBP” and “—Discharge, Defeasance and Covenant Defeasance of the Notes.”

Euroclear and Clearstream have established electronic securities and payment transfer, processing, depository and custodial links among themselves and others, either directly or through custodians and depositories. These links allow the notes to be issued, held and transferred among the clearing systems without the physical transfer of certificates. Special procedures to facilitate clearance and settlement have been established among these clearing systems to trade securities across borders in the secondary market.

The policies of Euroclear and Clearstream will govern payments, transfers, exchanges and other matters relating to the investors' interest in the notes held by them. None of Realty Income or the Trustee have any responsibility for any aspect of the records kept by Euroclear and Clearstream or any of their direct or indirect participants. Realty Income and the Trustee also do not supervise these systems in any way.

Euroclear and Clearstream and their participants perform these clearance and settlement functions under agreements they have made with one another or with their customers. You should be aware that they are not obligated to perform or continue to perform these procedures and may modify them or discontinue them at any time.

Except as provided below, owners of beneficial interests in the notes will not be entitled to have the notes registered in their names, will not receive or be entitled to receive physical delivery of the notes in definitive certificated form and will not be considered the owners or Holders of the notes under the Indenture, including for purposes of receiving any reports delivered by Realty Income or the Trustee pursuant to the Indenture. Accordingly, each person owning a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, as applicable, and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, in order to exercise any rights of a Holder.

*Euroclear.* Euroclear was created in 1968 to hold securities for its participants (“Euroclear Participants”) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and eliminating risk from lack of simultaneous transfers of securities and cash. Euroclear provides various other services, including securities lending and borrowing and interfaces with domestic markets in several countries.

Euroclear is operated by Euroclear Bank SA/NV (the “Euroclear Operator”). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, or the Euroclear Terms and Conditions, and applicable Belgian law govern securities clearance accounts and cash accounts with the Euroclear Operator. Specifically, these terms and conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipt of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the terms and conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding securities through Euroclear Participants.

Distributions with respect to interests in the Global Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Euroclear Terms and Conditions.

*Clearstream.* Clearstream is incorporated under the laws of Luxembourg as a professional depository. Clearstream holds securities for its participating organizations (“Clearstream Participants”). Clearstream facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depository, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (*Commission de Surveillance du Secteur Financier*). Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a Clearstream Participant, either directly or indirectly.

Distributions with respect to interests in the Global Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures.

#### **Global Clearance and Settlement Procedures**

Realty Income understands that investors that hold their notes through Euroclear and Clearstream accounts will follow the settlement procedures that are applicable to conventional sterling-denominated bonds in registered form. Notes of the applicable series will be credited to the securities custody accounts of

Euroclear and Clearstream Participants on the business day following the settlement date, for value on the settlement date. They will be credited either free of payment or against payment for value on the settlement date.

We understand that secondary market trading between Euroclear and/or Clearstream Participants will occur in the ordinary way following the applicable rules and operating procedures of Euroclear and Clearstream. Secondary market trading will be settled using procedures applicable to conventional sterling-denominated bonds in registered form.

You should be aware that investors will only be able to make and receive deliveries, payments and other communications involving notes through Euroclear and Clearstream on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, there may be problems with completing transactions involving Euroclear and Clearstream on the same business day as in the United States. U.S. investors who wish to transfer their interests in the notes, or to make or receive a payment or delivery of the notes, on a particular day, may find that the transactions will not be performed until the next business day in Brussels or Luxembourg, depending on whether Euroclear and Clearstream is used.

Euroclear and Clearstream will credit payments to the cash accounts of Euroclear Participants or Clearstream Participants, as applicable, in accordance with the relevant system's rules and procedures, to the extent received by its depository. Euroclear or Clearstream, as the case may be, will take any other action permitted to be taken by a holder under the Indenture on behalf of a Euroclear Participant or Clearstream Participant only in accordance with its relevant rules and procedures.

Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of the notes among participants of Euroclear and Clearstream. However, they are under no obligation to perform or continue to perform those procedures, and they may discontinue those procedures at any time.

#### **Certificated Notes**

If (1) Euroclear or Clearstream notifies Realty Income that it is unwilling or unable to continue as a clearing agency for the Global Notes of any series or if Euroclear or Clearstream ceases to be a clearing agency registered as such under the Exchange Act at any time when it is required to be so registered in order to act as a clearing system for the Global Notes of such series and a successor clearing agency is not appointed within 90 days after Realty Income receives such notice or learns of such ineligibility, (2) Realty Income determines that the notes of any series shall no longer be represented by the Global Notes and executes and delivers to the Trustee an officers' certificate to that effect or (3) an event of default (as defined; see "—Events of Default" above) with respect to the notes of any series has occurred and is continuing and beneficial owners representing a majority in aggregate principal amount of the outstanding notes of such series advise Euroclear and Clearstream to cease acting as clearing agencies for the Global Notes of such series, Realty Income will issue notes of such series in definitive certificated form in exchange for interests in the outstanding Global Note of such series. Any notes of any series issued in definitive certificated form in exchange for interests in a Global Note of such series will be issued in denominations of £100,000 and integral multiples of £1,000 in excess thereof and will be registered in such name or names as Euroclear or Clearstream, as applicable, shall instruct the registrar for the notes of such series. It is expected that the instructions of Euroclear and Clearstream will be based upon directions received from their respective participants with respect to ownership of beneficial interests in the Global Notes of the applicable series.

#### **Listing**

Currently, there is no established trading market for the notes of either series. We intend to apply to list the notes of each series on NYSE. The listing application will be subject to approval by NYSE. We currently expect trading in the notes of each series on NYSE to begin within 30 days after the date on which the notes are originally issued. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes of either series at any time. Additionally, there is no assurance the notes of either series will be listed.

## SUPPLEMENTAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

For a discussion of certain material United States federal income tax considerations regarding us and an investment in the notes offered hereby, please see the discussion under the heading “United States Federal Income Tax Considerations” in the accompanying prospectus. The discussion below is an amendment and supplement to, and is intended to be read together with, the discussion under the heading “United States Federal Income Tax Considerations” in the accompanying prospectus. Prospective investors in the notes offered hereby should consult their tax advisors regarding the United States federal income and other tax considerations to them of the acquisition, ownership and disposition of the notes offered by this prospectus supplement.

Each capitalized term used but not defined in this “Supplemental U.S. Federal Income Tax Considerations” section has the meaning ascribed thereto in the accompanying prospectus.

***The following discussion supersedes and replaces, solely insofar as it relates to the notes offered hereby, the section under the heading “United States Federal Income Tax Considerations—Material U.S. Federal Income Tax Consequences to Holders of Our Capital Stock and Debt Securities—Taxation of Holders of Our Debt Securities—U.S. Holders” in the accompanying prospectus.***

***Payments of Interest.*** Payments of qualified stated interest (“QSI”) on a note (including any amounts withheld and any Additional Amounts paid) beneficially owned by a U.S. holder generally will be taxable as ordinary interest income at the time payments are accrued or are received in accordance with the U.S. holder’s regular method of tax accounting for U.S. federal income tax purposes. QSI generally means stated interest that is unconditionally payable in cash or in property at least annually at a single fixed rate. Interest on a note is generally required to be paid annually, subject to deferral in certain circumstances. Although applicable Treasury Regulations provide that interest will not fail to be treated as QSI merely because payment may be deferred if the payment date falls on a Saturday, Sunday or U.S. federal holiday (and additional interest is not payable as a result of such deferral), interest payments on the notes may be deferred if the payment date falls on a day on which banking institutions in The City of New York or in London, England are authorized or required by law, regulations or executive order to close. It is unclear whether interest on the notes will be treated as QSI because such interest may be deferred in circumstances not specified in applicable Treasury Regulations. Although not free from doubt, we intend to take the position (to the extent we are required to do so), and this disclosure assumes, that the payments of stated interest under the notes will be treated as QSI. If the payments of stated interest were not treated as QSI, a U.S. holder of a note would be required to include stated interest at the time payments are accrued, regardless of the U.S. holder’s method of tax accounting. U.S. holders should consult their tax advisors regarding the U.S. federal income tax treatment of payments of stated interest.

A U.S. holder that uses the cash method of accounting for U.S. federal income tax purposes and that receives a payment of interest on the notes in GBP will be required to include in ordinary income an amount equal to the U.S. dollar value of the interest payment, based on the spot rate on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars. A cash method U.S. holder will not recognize foreign currency exchange gain or loss with respect to the receipt of such payment, but may recognize exchange gain or loss attributable to the actual disposition of the GBP received.

A U.S. holder that uses the accrual method of accounting for U.S. federal income tax purposes may determine the amount recognized with respect to interest on a note in accordance with either of two methods. Under the first method, such U.S. holder will recognize income for each taxable year equal to the U.S. dollar value of the GBP interest amounts accrued for such year determined by translating such amount into U.S. dollars at the average rate in effect during the interest accrual period (or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within such taxable year). Alternatively, such U.S. holder may make an election (which must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS) to translate accrued interest income at the spot rate of exchange on the last day of the accrual period (or the last day of the taxable year in the case of a partial accrual period), or at the spot rate on the date of receipt, if that date is within five business days of the last day of the accrual period. A U.S. holder that uses the accrual method of accounting for U.S. federal income tax purposes will recognize foreign currency gain or loss, on the date interest is received, equal to the difference, if any, between the U.S. dollar value of such payment, determined

at the spot rate on the date the payment is received, and the U.S. dollar value of the interest income previously included in respect of such payment, regardless of whether the payment is in fact converted to U.S. dollars. This exchange gain or loss will be treated as ordinary income or loss and generally will not be treated as an adjustment to interest income or expense.

*Sale or Other Taxable Disposition.* Subject to the foreign currency rules described below, a U.S. holder will recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note. The amount of such gain or loss will generally equal the difference between the amount received for the note in cash or other property valued at fair market value (less amounts attributable to any accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and the U.S. holder's adjusted tax basis in the note. If a U.S. holder disposes of a note in a taxable transaction in exchange for GBP, the amount realized by a U.S. holder generally will be based on the U.S. dollar value of the GBP received translated at the spot rate on the date of disposition. However, in the case of a note that is traded on an established securities market, as defined in the applicable Treasury Regulations, a cash method U.S. holder and, if it so elects, an accrual method U.S. holder, will determine the U.S. dollar value of the amount realized by translating such amount at the spot rate on the settlement date of the disposition. If an accrual method U.S. holder makes the election described above, such election must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS. If an accrual method U.S. holder does not make this election, such holder will recognize exchange gain or loss to the extent that there are exchange rate fluctuations between the sale date and the settlement date, and such gain or loss generally will constitute ordinary income or loss.

A U.S. holder's adjusted tax basis in a note generally will be equal to the U.S. holder's U.S. dollar cost for the note. If a U.S. holder uses foreign currency to purchase a note, the U.S. dollar cost of the note will be the U.S. dollar value of the foreign currency used to purchase the note on the date of purchase. However, in the case of a note that is traded on an established securities market, a cash method U.S. holder, and, if it so elects, an accrual method U.S. holder, will determine the U.S. dollar value of the cost of such note by translating the amount paid at the spot rate of exchange on the settlement date of the purchase. The conversion of U.S. dollars to a foreign currency and the immediate use of that currency to purchase a note generally will not result in exchange gain or loss for a U.S. holder.

Subject to the discussion of exchange gain or loss below, any gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the U.S. holder has held the note for more than one year at the time of sale or other taxable disposition. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations.

Upon the sale or other taxable disposition of a note, a U.S. holder may recognize gain or loss that is attributable to fluctuations in currency exchange rates with respect to the principal amount of the note. For these purposes, the principal amount of a note is the U.S. holder's purchase price in GBP. Gain or loss attributable to fluctuations in exchange rates with respect to the principal amount of a note generally will equal the difference between (i) the U.S. dollar value of the principal amount, determined on the date such note is disposed of and (ii) the U.S. dollar value of the principal amount of the note, determined on the date the U.S. holder acquired such note. In addition, upon the sale or other taxable disposition of a note a U.S. holder may realize exchange gain or loss attributable to amounts received in respect of accrued and unpaid interest. Any such exchange gain or loss with respect to accrued interest will be determined as discussed under "—Payments of Interest." However, upon a sale, exchange, redemption or other taxable disposition of a note, a U.S. holder will recognize exchange gain or loss with respect to principal or accrued interest, in the aggregate, only to the extent of the total gain or loss recognized on the disposition.

*Tax Return Disclosure Requirement.* Treasury Regulations issued under the Code meant to require the reporting of certain tax shelter transactions cover transactions generally not regarded as tax shelters, including certain foreign currency transactions. Under the Treasury Regulations, certain transactions are required to be reported to the IRS, including, in certain circumstances, the receipt of interest on, or a sale, exchange, retirement or other taxable disposition of a note or foreign currency received in respect of a note, to the extent that any such receipt or sale, exchange, retirement or other taxable disposition results in a tax loss in excess of an applicable threshold amount. U.S. holders should consult their tax advisors to determine the tax return obligations, if any, with respect to an investment in the notes, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement) and the significant penalties for non-compliance.

### UNDERWRITING (CONFLICTS OF INTEREST)

Subject to the terms and conditions contained in a purchase agreement between us and each of the underwriters named below, for whom Goldman Sachs & Co. LLC, Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse International, Merrill Lynch International and Wells Fargo Securities International Limited are acting as representatives (the “representatives”), the underwriters have severally agreed to purchase from us, and we have agreed to sell, the respective principal amounts of 2027 notes and 2033 notes listed opposite their names below.

Underwriter	Principal Amount of 2027 Notes	Principal Amount of 2033 Notes
Goldman Sachs & Co. LLC	£ 72,000,000	£ 63,000,000
Barclays Bank PLC	32,000,000	28,000,000
Citigroup Global Markets Limited	32,000,000	28,000,000
Credit Suisse International	32,000,000	28,000,000
Merrill Lynch International	32,000,000	28,000,000
Wells Fargo Securities International Limited	32,000,000	28,000,000
The Toronto-Dominion Bank	19,000,000	16,625,000
J.P. Morgan Securities plc	17,000,000	14,875,000
Mizuho International plc	17,000,000	14,875,000
RBC Europe Limited	17,000,000	14,875,000
BNY Mellon Capital Markets, LLC	10,000,000	8,750,000
PNC Capital Markets LLC	10,000,000	8,750,000
Regions Securities LLC	10,000,000	8,750,000
U.S. Bancorp Investments, Inc.	10,000,000	8,750,000
Bank of Montreal, London Branch	7,000,000	6,125,000
Morgan Stanley & Co. International plc	7,000,000	6,125,000
Scotiabank Europe plc	7,000,000	6,125,000
Truist Securities, Inc.	7,000,000	6,125,000
BNP Paribas	5,000,000	4,375,000
Stifel Nicolaus Europe Limited	5,000,000	4,375,000
UBS AG London Branch	5,000,000	4,375,000
Academy Securities, Inc.	3,000,000	2,625,000
Berenberg Capital Markets LLC	3,000,000	2,625,000
Comerica Securities, Inc.	3,000,000	2,625,000
MUFG Securities EMEA plc	3,000,000	2,625,000
Samuel A. Ramirez & Company, Inc.	3,000,000	2,625,000
<b>Total</b>	<b>£ 400,000,000</b>	<b>£ 350,000,000</b>

The purchase agreement provides that the obligations of the several underwriters to purchase the notes offered hereby are subject to certain conditions and that the underwriters are required to purchase all of the notes offered by this prospectus supplement if any of these notes are purchased. If an underwriter defaults, the purchase agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the purchase agreement may be terminated.

The underwriters are offering the notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of certain legal matters by their counsel and other conditions contained in the purchase agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of any of these liabilities.

To the extent that any underwriter that is not a U.S. registered broker-dealer intends to effect sales of the notes in the United States, it will do so through one or more U.S. registered broker-dealers in accordance with applicable U.S. securities laws and regulations.

### Commissions and Discounts

The representatives of the underwriters have advised us that the underwriters propose initially to offer the 2027 notes and the 2033 notes to the public at the respective public offering prices listed on the cover page of this prospectus supplement. After the initial public offering, the public offering prices may be changed.

The following table shows the underwriting discounts to be paid to the underwriters by Realty Income Corporation.

	Per 2027 Note	Total for 2027 Notes	Per 2033 Note	Total for 2033 Notes	Total for All Notes
Underwriting discount	0.625%	£2,500,000	0.625%	£2,187,500	£4,687,500

The expenses of this offering, not including the underwriting discounts, are estimated at \$2.2 million and are payable by Realty Income.

### No Prior Market

The notes of each series are a new issue of securities with no established trading market. We intend to apply to list the notes of each series on the NYSE. The listing application will be subject to approval by the NYSE. We currently expect trading in the notes of each series on the NYSE to begin within 30 days after the date on which the notes are originally issued. If such a listing is obtained, we have no obligation to maintain such listing, and we may delist the notes of either or both series at any time. Additionally, there is no assurance the notes of either or both series will be listed. We cannot assure you that a trading market for the notes of either or both series will develop or, if developed, that it will continue, or as to the liquidity of any trading market for the notes of any series that may develop.

### Price Stabilization and Short Positions

In connection with this offering of the notes, Goldman Sachs & Co. LLC acting in its capacity as stabilization manager (the "Stabilization Manager") (or persons acting on behalf of the Stabilization Manager in connection with the issue of the notes) may over-allot notes or effect transactions with a view to supporting the market price of the notes of either or both series at a level higher than that which might otherwise prevail. However, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the notes is made and, if begun, may be ended at any time, but it must end, with respect to the notes of any series, no later than the earlier of 30 days after the issue date of the notes of such series and 60 days after the date of the allotment of the notes of such series. Any stabilization action or over-allotment must be conducted by the Stabilization Manager (or persons acting on behalf of the Stabilization Manager) in accordance with all applicable laws and rules.

### Delayed Settlement

We expect that the delivery of the notes will be made against payment therefor on or about the closing date specified on the cover page of this prospectus supplement, which will be the third business day following the date of this prospectus supplement. Under rules of the SEC, trades in the secondary market generally are required to settle in two business days, unless the parties to that trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes before the second business day prior to the closing date specified on the cover page of this prospectus supplement will be required, by virtue of the fact that the



normal settlement date for that trade would occur prior to the closing date for the issuance of the notes, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement, and should consult their own advisors with respect to these matters.

### **Other Relationships**

Many or all of the underwriters and/or their respective affiliates have provided and in the future may provide investment banking, commercial banking and/or other financial services, including the provision of credit facilities, to us in the ordinary course of business for which they have received and may in the future receive compensation. In particular, affiliates of many of the underwriters participating in this offering are lenders under our revolving credit facility and our term loan facility, some of the underwriters or their affiliates are dealers under our commercial paper program and underwriters and/or their affiliates may hold borrowings under our commercial paper program or other indebtedness of ours. As described above under “Use of Proceeds,” we may temporarily use net proceeds from this offering to, among other things, repay outstanding indebtedness. To the extent we use net proceeds from this offering to repay borrowings under our revolving credit facility or commercial paper program or other indebtedness of ours held by any of the underwriters or their affiliates, they will receive net proceeds from this offering through the repayment of that indebtedness.

In addition, in the ordinary course of their business activities, the underwriters and their respective 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. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. In the case of any underwriters or any of their respective affiliates that have lending relationships with us, certain of those underwriters and/or their respective affiliates routinely hedge, and certain other of those underwriters and/or their respective affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these underwriters and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect trading prices of the notes offered hereby. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

An affiliate of BNY Mellon Capital Markets, LLC, one of the underwriters, is the trustee under the indenture governing the notes and a separate affiliate of BNY Mellon Capital Markets, LLC is the paying agent for the notes.

Stifel Nicolaus Europe Limited may pay an unaffiliated entity, which is also a lender under our revolving credit facility, or its affiliate a fee in connection with this offering.

Comerica Securities, Inc., a Financial Industry Regulatory Authority, Inc. member, is paying a referral fee to an affiliated entity, Comerica Bank, which is a lender under our revolving credit facility.

Associated Investment Services, Inc. (AIS), a Financial Industry Regulatory Authority, Inc. member and a subsidiary of Associated Banc-Corp, is being paid a referral fee by Samuel A. Ramirez & Company, Inc. A subsidiary of Associated Banc-Corp is a lender under our revolving credit facility.

### **Conflicts of Interest**

As described above under “Use of Proceeds,” pending allocation of an amount equal to the net proceeds from the offering of the notes to Eligible Green Projects, we may temporarily use all or a portion of the net proceeds to, among other things, repay any of our outstanding indebtedness. As described above under “—Other Relationships,” affiliates of many of the underwriters participating in this offering are lenders under our revolving credit facility, some of the underwriters or their affiliates are dealers under our commercial paper program and underwriters and/or their affiliates may hold borrowings under our commercial paper program or other indebtedness of ours. To the extent we use net proceeds from this

offering to repay borrowings under our revolving credit facility or commercial paper program or other indebtedness of ours held by any of the underwriters or their affiliates, more than 5% of the net proceeds of this offering (not including underwriting discounts and commissions) may be received by such underwriters and/or such affiliates. Nonetheless, in accordance with the Financial Industry Regulatory Authority Inc. Rule 5121, the appointment of a qualified independent underwriter is not necessary in connection with this offering because we, the issuer of the securities in this offering, are a real estate investment trust.

### **Selling Restrictions**

#### *Prohibition of Sales to EEA Retail Investors*

The notes may not be offered, sold or otherwise made available to any retail investor in the EEA. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

#### *Prohibition of Sales to United Kingdom Retail Investors*

The notes may not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; or
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

#### *Other Regulatory Restrictions in the United Kingdom*

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) in connection with the issue or sale of the notes may only be communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to Realty Income Corporation.

All applicable provisions of the FSMA must be complied with in respect to anything done by any person in relation to the notes in, from or otherwise involving the United Kingdom.

#### *Canada*

The notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement or the accompanying prospectus (including any amendment hereto or thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (“NI 33-105”), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

#### *Hong Kong*

The contents of this prospectus supplement and the accompanying prospectus have not been reviewed or approved by any regulatory authority in Hong Kong. No notes have been offered or sold or will be offered or sold, in Hong Kong, by means of any document, other than to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”) and any rules made under the SFO; or in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O. No document, invitation or advertisement relating to the notes has been issued or will be issued or has been or will be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

The offer of the notes is personal to the person to whom this prospectus supplement and/or the accompanying prospectus have been delivered, and a subscription for the notes will only be accepted from such person.

No person to whom a copy of this prospectus supplement and/or the accompanying prospectus is issued may copy, issue or distribute this prospectus supplement and/or the accompanying prospectus to any other person. You are advised to exercise caution in relation to the offer. If you are in any doubt about the contents of this prospectus supplement and/or the accompanying prospectus, you should obtain independent professional advice.

#### *Japan*

The notes have not been and will not be registered for a public offering in Japan pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “FIEA”). The notes have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account or benefit of any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan or having its principal office in Japan) or to, or for the account or benefit of, others for reoffering or resale, directly or indirectly, in Japan or to or for the account or benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

#### *Singapore*

This prospectus supplement and the accompanying prospectus have not been and will not be registered as a prospectus under the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) by the Monetary Authority of Singapore, and the offer of the notes in Singapore is made primarily pursuant to the exemptions under Sections 274 and 275 of the SFA. Accordingly, this prospectus supplement and the accompanying prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined under Section 4A of the SFA) (an “Institutional Investor”) pursuant to Section 274 of the SFA, (ii) to an accredited investor (as defined in Section 4A of the SFA) (an “Accredited Investor”) or other relevant person (as defined in Section 275(2) of the SFA) (a “SFA Relevant Person”) and pursuant to Section 275(1) of the SFA, or to any person pursuant to an offer referred to in Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, and (where applicable) Regulation 3 of the Securities and

Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with, the conditions of any other applicable exemption or provision of the SFA.

It is a condition of the offer that where the notes are subscribed for or acquired pursuant to an offer made in reliance on Section 275 of the SFA by a SFA Relevant Person which is:

- (a) a corporation (which is not an Accredited Investor), the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an Accredited Investor; or
- (b) a trust (where the trustee is not an Accredited Investor), the sole purpose of which is to hold investments and each beneficiary of the trust is an individual who is an Accredited Investor,

the securities or securities-based derivatives contracts (each as defined in Section 2(1) of the SFA) of that corporation and the beneficiaries' rights and interest in that trust (howsoever described) shall not be transferred within 6 months after that corporation or that trust has subscribed for or acquired the notes except:

- (i) to an Institutional Investor, or an Accredited Investor or other SFA Relevant Person, or which arises from an offer referred to in Section 275(1A) of the SFA (in the case of that corporation) or Section 276(4)(i)(B) of the SFA (in the case of that trust);
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

#### **Singapore's Securities and Futures Act Product Classification**

Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the SFA, Realty Income Corporation has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and "Excluded Investment Products" (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

#### *Switzerland*

This prospectus supplement and the accompanying prospectus are not intended to constitute an offer or solicitation to purchase or invest in the notes. The notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA") and no application has or will be made to admit the notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this prospectus supplement, the accompanying prospectus nor any other offering or marketing material relating to the notes constitutes a prospectus pursuant to the FinSA, and neither this prospectus supplement, the accompanying prospectus nor any other offering or marketing material relating to the notes may be publicly distributed or otherwise made publicly available in Switzerland.

## LEGAL MATTERS

Certain legal matters relating to this offering, including the validity of the notes offered hereby, will be passed upon for us by Latham & Watkins LLP, Costa Mesa, California. Certain matters relating to Maryland law in connection with this offering will be passed upon for us by Venable LLP, Baltimore, Maryland.

Sidley Austin LLP, San Francisco, California will act as counsel for the underwriters. As of July 7, 2021, William J. Cernius, a partner of Latham & Watkins LLP, beneficially owned approximately 9,148 shares of our common stock and, as of July 7, 2021, Eric S. Haueter, a partner of Sidley Austin LLP, beneficially owned approximately 10,492 shares of our common stock.

## EXPERTS

The consolidated financial statements of Realty Income Corporation and subsidiaries as of December 31, 2020 and 2019, and for each of the years in the three-year period ended December 31, 2020, and financial statement schedule III, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2020, have been incorporated by reference in the accompanying prospectus in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference therein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2020 financial statements refers to a change to the accounting for leases.

The consolidated financial statements, and the related financial statement schedules, of VEREIT, Inc., as incorporated by reference into the accompanying prospectus, and the effectiveness of VEREIT, Inc.'s internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated therein by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements, and the related financial statement schedules, of VEREIT Operating Partnership, L.P., as incorporated by reference into the accompanying prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated therein by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

## INCORPORATION BY REFERENCE

As described in the accompanying prospectus under the caption "Incorporation by Reference," we have incorporated by reference in the accompanying prospectus specified documents that we have filed or may file with the SEC under the Exchange Act. However, no document, exhibit or information or portion thereof that we have "furnished" or may in the future "furnish" to (rather than "file" with) the SEC shall be incorporated by reference into this prospectus supplement or the accompanying prospectus.

PROSPECTUS



The Monthly Dividend Company®

**REALTHY INCOME CORPORATION**

**Debt Securities  
Common Stock  
Preferred Stock  
Depositary Shares  
Warrants**

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Realty Income Corporation, a Maryland corporation, may from time to time offer and sell the securities identified above (collectively referred to as our “securities”), in one or more offerings, in separate series or classes, and in amounts, at prices and on terms that will be set forth in one or more prospectus supplements to this prospectus or other offering materials.

The specific terms of the securities with respect to which this prospectus is being delivered will be set forth in the applicable prospectus supplement or other offering materials, which will contain specific information about the offering and the amounts, prices and, if applicable, terms of the securities being offered.

The specific terms of any securities we may offer may include limitations on actual, beneficial or constructive ownership and restrictions on transfer of the securities, in each case as may be appropriate, among other purposes, to preserve our status as a real estate investment trust, or REIT, for United States federal income tax purposes. The applicable prospectus supplement or other offering materials may also contain information, where applicable, about United States federal income tax considerations relevant to, and any exchange listing of, the securities covered by the prospectus supplement or other offering materials, as the case may be. The applicable prospectus supplement may also add, update or change information contained in this prospectus with respect to that offering or the securities being offered. You should carefully read this prospectus and the applicable prospectus supplement, as well as any other offering materials we provide you in connection with any offering of securities, before you invest in any of our securities.

Our securities may be offered directly, through agents designated from time to time by us, or to or through underwriters or dealers. If any agents or underwriters are involved in the sale of any of our securities, their names, and any applicable purchase price, fee, commission or discount arrangement between or among them, will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement or other offering materials. See the sections of this prospectus entitled “Plan of Distribution” for more information. No securities may be sold without delivery of this prospectus and the applicable prospectus supplement describing the method and terms of the offering of such securities.

**INVESTING IN OUR SECURITIES INVOLVES RISKS. SEE “RISK FACTORS” ON PAGE 3 OF THIS PROSPECTUS AND ANY SIMILAR SECTION CONTAINED IN THE APPLICABLE PROSPECTUS SUPPLEMENT CONCERNING FACTORS YOU SHOULD CONSIDER BEFORE INVESTING IN OUR SECURITIES.**

Our common stock is traded on the New York Stock Exchange under the symbol “O.” On June 25, 2021, the last reported sale price of our common stock on the New York Stock Exchange was \$68.13 per share.

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

The date of this prospectus is June 29, 2021.

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**ABOUT THIS PROSPECTUS**

*Unless this prospectus otherwise indicates or the context otherwise requires, all references to “Realty Income,” “Company,” “our company,” “our,” “us” and “we” in this prospectus mean Realty Income Corporation, a Maryland corporation, and its subsidiaries on a consolidated basis, and references to our “clients” mean our tenants.*

This prospectus is part of an automatic shelf registration statement that we filed with the U.S. Securities and Exchange Commission, or the SEC, as a “well-known seasoned issuer” as defined in Rule 405 under the Securities Act of 1933, as amended, or the Securities Act, using a “shelf” registration process for the delayed offering and sale of securities pursuant to Rule 415 under the Securities Act. Under this shelf registration process, we may, from time to time, offer and sell any of the securities, or any combination of the securities, described in this prospectus in one or more offerings. This prospectus only provides you with a general description of the securities that we may offer. Each time we sell securities, we will provide a prospectus supplement and may provide you with a free writing prospectus or other offering materials (collectively, “offering materials”) that will contain specific information about the securities being offered and sold and the specific terms of that offering. The prospectus supplement or other offering materials may also add, update or change information contained or incorporated by reference in this prospectus. If there is any inconsistency between the information in this prospectus and any applicable prospectus supplement or other offering materials, you should rely on the information in the applicable prospectus supplement or other offering materials. Before purchasing any securities, you should carefully read this prospectus, the applicable prospectus supplement and any other offering materials we may provide you in connection with the offering of those securities, together with the documents incorporated and deemed to be incorporated by reference in this prospectus, which incorporated documents may be obtained as described under the headings “Where You Can Find More Information” and “Incorporation by Reference.”

As allowed by SEC rules, this prospectus does not contain all the information you can find in the registration statement or the exhibits to the registration statement. For further information, we refer you to the registration statement, including its exhibits and any schedules. Statements contained or incorporated by reference in this prospectus about the provisions or contents of any contract, agreement or any other document referred to are not complete. For each of these contracts, agreements or documents filed as an exhibit to the registration statement or a document incorporated or deemed to be incorporated by reference in this prospectus, we refer you to the actual exhibit for a complete description of the matters involved, and any statements contained or incorporated by reference in this prospectus or any prospectus supplement or any other offering materials we may provide you regarding those contracts, agreements or other documents are subject to, and qualified in their entirety by reference to, the complete terms of those documents. You should rely only on the information contained or incorporated by reference in this prospectus and in any supplement to this prospectus and, if applicable, any other offering materials we may provide you. We have not authorized any other person to provide you with any information or to make any representations other than those contained or incorporated by reference in this prospectus, any applicable prospectus supplement or any other offering materials prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We will not offer or sell any securities in any jurisdiction where, or to any person to whom, such offer or sale is not permitted. You should assume that the information appearing in this prospectus, the applicable prospectus supplement and any other offering materials we may provide you in connection with an offering of securities is accurate only as of the respective dates of those documents, and that the information appearing in any document incorporated or deemed to be incorporated by reference in this prospectus or any accompanying prospectus supplement is accurate only as of the respective dates on which those documents were filed with the SEC, in each case unless we expressly indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates.

This prospectus, any accompanying prospectus supplement and any related offering materials we may provide you in connection with an offering of securities, and any documents incorporated or deemed to be incorporated by reference in this prospectus contain or may contain information regarding the industry, markets, submarkets and sectors in which we operate or expect to operate or related demographic data, all of which is based upon information from third party sources (which may include, among other things, industry



and governmental publications and websites and data prepared or made available by market research firms) and, in some cases, our own internal estimates. We believe that these sources and estimates are reliable, but this information (whether obtained from third-party sources or based on our internal estimates) is subject to assumptions, estimates and other uncertainties, and we have not independently verified any of this information and cannot guarantee its accuracy or completeness.

### THE COMPANY

Realty Income, The Monthly Dividend Company<sup>®</sup>, is an S&P 500 company dedicated to providing stockholders with dependable monthly dividends that increase over time. We are structured as a real estate investment trust, or REIT, requiring us annually to distribute at least 90% of our taxable income (excluding net capital gains) in the form of dividends to our stockholders. The monthly dividends are supported by the cash flow generated from real estate owned under long-term lease agreements with our commercial clients.

We were founded in 1969, and listed on the New York Stock Exchange (NYSE: O) in 1994. For over 52 years, we have been acquiring and managing freestanding commercial properties that generate rental revenue under long-term lease agreements with our commercial clients. We are a member of the S&P 500 Dividend Aristocrats<sup>®</sup> index for having increased our dividend every year for over 25 consecutive years.

At March 31, 2021, we owned a diversified portfolio:

- Of 6,662 properties;
- With an occupancy rate of 98.0%, or 6,531 properties leased and 131 properties available for lease or sale;
- Doing business in 56 separate industries;
- Located in all U.S. states, Puerto Rico and the United Kingdom (U.K.);
- With approximately 114.2 million square feet of leasable space;
- With a weighted average remaining lease term (excluding rights to extend a lease at the option of the client) of approximately 8.9 years; and
- With an average leasable space per property of approximately 17,150 square feet; approximately 12,420 square feet per retail property and 250,670 square feet per industrial property.

Of the 6,662 properties in the portfolio at March 31, 2021, 6,621, or 99.4%, are single-client properties, of which 6,494 were leased, and the remaining are multi-client properties.

Our principal executive offices are located at 11995 El Camino Real, San Diego, California 92130 and our telephone number is (858) 284-5000.

## RISK FACTORS

Investment in any securities offered pursuant to this prospectus and the applicable prospectus supplement involves risks. In evaluating an investment in our securities, you should carefully consider the risk factors described under the caption “Risk Factors” in our most recent Annual Report on Form 10-K and, if applicable, in any of our subsequent Quarterly Reports on Form 10-Q and any amendments thereto filed with the SEC, which are incorporated or deemed to be incorporated by reference in this prospectus, and the risk factors related to our proposed merger (the “Merger”) with VEREIT, Inc. (“VEREIT”) described and referred in Exhibit 99.4 to, and under the captions “Supplemental Risk Factors” and “Forward-Looking Statements” in, our [Current Report on Form 8-K filed with the SEC on June 4, 2021](#) (such Current Report on Form 8-K, together with the Exhibits thereto, in each case as the same may be amended or supplemented from time to time, is hereinafter called the “June 4 Form 8-K”), which is incorporated by reference herein and may be obtained as described under “Where You Can Find More Information” below, as well as the information in Exhibits 99.1 and 99.2 to the June 4 Form 8-K, the information in our Current Report on Form 8-K filed with the SEC on June 29, 2021, including Exhibit 99.1 thereto (such Current Report on Form 8-K, together with such Exhibit 99.1 thereto, in each case as the same may be amended or supplemented from time to time, is hereinafter called the “June 29 Form 8-K”), which is also incorporated by reference herein and may be obtained as described under “Where You Can Find More Information” below, and the other risks and uncertainties described in those documents, this prospectus, the applicable prospectus supplement and any other offering materials we may provide to you in connection with an offering of our securities and the other documents incorporated and deemed to be incorporated by reference in this prospectus. The occurrence of any of these risks might cause you to lose all or part of your investment in the offered securities. You should also carefully consider the risks described below in the section entitled “Forward-Looking Statements.”

## FORWARD-LOOKING STATEMENTS

This prospectus, any related prospectus supplements or other offering materials and the documents incorporated or deemed to be incorporated by reference herein or therein contain, or may contain, forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. When used in this prospectus, any related prospectus supplements or other offering materials and the documents incorporated or deemed to be incorporated by reference herein or therein, the words “estimated,” “anticipated,” “expect,” “believe,” “intend” and similar expressions are intended to identify forward-looking statements. Forward-looking statements include, without limitation, discussions of strategy, plans and intentions and statements regarding estimated or future results of operations, financial condition or prospects (including, without limitation, estimated and future funds from operations (“FFO”), adjusted funds from operations (“AFFO”) and normalized and adjusted FFO and net income, estimated initial weighted average contractual lease rates, estimated square footage of properties under development or expansion, the timing and terms of potential or planned acquisitions, statements regarding the payment, dependability and amount of and potential increases in future common stock dividends, statements regarding future cash flow or cash generation, statements regarding our ability to meet our liquidity needs, and statements regarding the anticipated or projected impact of our proposed Merger (as defined below) with VEREIT (as defined below), if consummated, on our business, results of operations, financial condition or prospects). Forward-looking statements regarding the anticipated or projected impact of the proposed Merger may include, without limitation, statements regarding potential impacts on our AFFO, general and administrative and other corporate expenses, leverage ratios and other credit metrics if the Merger is consummated; potential changes in our interest expense from refinancing or repaying outstanding VEREIT indebtedness or preferred equity subsequent to the Merger, if consummated, and potential interest rates at which such indebtedness and preferred equity could be refinanced; statements regarding the potential impact of the Merger, if consummated, on our cash flow and dividend coverage durability; pro forma information regarding the combined company assuming the Merger is consummated, including our pro forma results of operations and financial condition as reflected in our unaudited pro forma condensed combined financial statements incorporated by reference in this prospectus and our pro forma total enterprise value, pro forma number of properties, pro forma annualized contractual rent, pro forma weighted average lease term, pro forma occupancy, pro forma client and industry concentrations, pro forma percentage of investment grade clients, pro forma estimated gross acquisition volume, pro forma capitalization, pro forma leverage ratios and other pro forma credit metrics; and whether certain office properties owned by us and VEREIT can be successfully spun-off into a new publicly-traded company subsequent to the Merger, if it occurs, or sold, and the metrics regarding the office properties that may be spun-off or sold, including number of properties, total contractual rent, weighted average lease term, client concentration and percentage of investment grade clients. Likewise, all such pro forma financial statements and other pro forma information has been prepared on the basis of certain assumptions and estimates and is subject to other uncertainties and does not purport to reflect what our actual results of operations or financial condition or this other pro forma information would have been had the Merger been consummated on the dates assumed for purposes of such pro forma financial statements and information or to be indicative of our financial condition, results of operations or metrics as of or for any future date or period. In that regard, there can be no assurance that the proposed Merger will be consummated on the terms or timeline currently contemplated, or at all. Forward-looking statements are subject to risks, uncertainties and assumptions about us, including, among other things:

- Our access to capital and other sources of funding;
- Our anticipated growth strategies;
- Our intention to acquire additional properties and the timing of these acquisitions;
- Our intention to sell properties and the timing of these property sales;
- Our intention to re-lease vacant properties;
- Anticipated trends in our business, including trends in the market for long-term net leases of freestanding, single-client properties;
- Future expenditures for development projects;

- The impact of the COVID-19 pandemic, or future pandemics, on us, our business, our clients, or the economy generally; and
- The structure, timing and potential completion of the proposed merger (the “Merger”) between us and VEREIT, Inc. (“VEREIT”) and uncertainties regarding whether the anticipated benefits or results of the proposed Merger, if consummated, will be achieved.

Future events and actual results, financial and otherwise, may differ materially from the results discussed in or implied by the forward-looking statements. In particular, forward-looking statements regarding estimated or future results of operations or financial condition or the estimated or potential impact of the proposed Merger are based upon numerous assumptions and estimates and are inherently subject to substantial uncertainties and actual results of operations, financial condition and the impacts of the Merger (if consummated) may differ materially from those expressed or implied in the forward-looking statements, particularly if actual events differ from those reflected in the estimates and assumptions upon which such forward-looking statements are based. Some of the factors that could cause actual results to differ materially are:

- Our continued qualification as a real estate investment trust;
- General domestic and foreign business and economic conditions;
- Competition;
- Fluctuating interest and currency rates;
- Access to debt and equity capital markets;
- Continued volatility and uncertainty in the credit markets and broader financial markets;
- Other risks inherent in the real estate business, including our clients’ defaults under leases, potential liability relating to environmental matters, illiquidity of real estate investments and potential damages from natural disasters;
- Impairments in the value of our real estate assets;
- Changes in income tax laws and rates;
- The continued evolution of the COVID-19 pandemic and the measures taken to limit its spread, and its impacts on us, our business, our clients, or the economy generally;
- The timing and pace of reopening efforts at the local, state and national level in response to the COVID-19 pandemic and any developments, such as unexpected surges in COVID-19 cases, that cause a delay in or postponement of reopenings;
- The outcome of any legal proceedings to which we are a party or which may occur in the future;
- Acts of terrorism and war;
- Any effects of the announcement, pendency or potential completion of the proposed Merger on us and uncertainties regarding whether the anticipated benefits or results of the proposed Merger, if consummated, will be achieved; and
- the risks and uncertainties referred to under the caption “Risk Factors” above.

Additional factors that may cause future events and actual results, financial or otherwise, to differ, potentially materially, from those discussed in or implied by the forward-looking statements include the risks and uncertainties discussed in the section “Risk Factors” in this prospectus and any prospectus supplement, the sections entitled “Business,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our most recent Annual Report on Form 10-K (as amended, if applicable) and the sections entitled “Risk Factors” (if applicable) and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our subsequent Quarterly Reports on Form 10-Q (as amended, if applicable), if any, and also include risks and other information discussed in those and other documents that are incorporated or deemed to be incorporated by reference in this prospectus and in the prospectus supplement and any other offering materials relating to any offering of our securities.

You are cautioned not to place undue reliance on forward-looking statements contained or incorporated by reference in this prospectus, any related prospectus supplements or other offering materials. Those forward-looking statements are not guarantees of future performance and speak only as of the respective dates of

those documents or, in the case of documents incorporated or deemed to be incorporated by reference in this prospectus, as of the respective dates those documents were filed with the SEC and we undertake no obligation to update any such forward-looking statements or to publicly release the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances after the respective dates or filing dates, as the case may be, of those documents or to reflect the occurrence of unanticipated events. In light of these risks and uncertainties, the forward-looking events discussed in this prospectus, any related prospectus supplements or other offering materials, and the documents incorporated by reference herein and therein might not occur.

**USE OF PROCEEDS**

We intend to use the net proceeds from the sale of the securities as set forth in the applicable prospectus supplement.

## DESCRIPTION OF DEBT SECURITIES

### General

This prospectus describes certain general terms and provisions of our debt securities. When we offer to sell a particular series of debt securities, we will describe the specific terms of the series in a prospectus supplement, a pricing supplement or other offering materials. We will also indicate in the supplement or other offering materials whether the general terms and provisions described in this prospectus apply to a particular series of debt securities. Our debt securities will be our direct obligations and they may be secured or unsecured, senior or subordinated indebtedness. We may issue our debt securities under one or more indentures. Each indenture and the certificate or certificates evidencing the debt securities of each series will be in the form filed or incorporated by reference as an exhibit to the registration statement containing this prospectus, a post-effective amendment to the registration statement or a document incorporated by reference herein and may be obtained as described below under “Where You Can Find More Information.” The form of indenture is subject to any amendments or supplements that may be adopted from time to time. We will enter into each indenture with a trustee and the trustee for each indenture may be the same. Each indenture will be subject to, and governed by, the Trust Indenture Act of 1939, as amended. Unless otherwise expressly stated in the applicable prospectus supplement, the debt securities will be issued under an indenture dated as of October 28, 1998 between us and The Bank of New York Mellon Trust Company, N.A., as successor trustee, a copy of which has been incorporated by reference as an exhibit to the registration statement containing this prospectus. Because this description of debt securities is a summary, it does not contain all the information that may be important to you and this description is subject to, and qualified in its entirety by reference to, the form of the applicable indenture and the certificate evidencing the debt securities of the applicable series. You should read the applicable indenture and the form of certificate evidencing the applicable debt securities in their entirety to assure that you have all the important information you need to make any required decisions. Unless otherwise expressly stated or the context otherwise requires, all references to the “Company,” “Realty Income,” “our,” “we” and “us” and all similar references appearing under this caption “Description of Debt Securities” mean Realty Income Corporation, a Maryland corporation, excluding its subsidiaries. All other capitalized terms used, but not defined, in this section shall have the meanings set forth in the applicable indenture.

### Terms

The particular terms of any series of our debt securities will be described in a prospectus supplement or other offering materials. Additionally, any applicable modifications of or additions to the general terms of our debt securities, described in this prospectus and in the applicable indenture, will also be described in a prospectus supplement or other offering materials. Accordingly, for a description of the terms of any series of our debt securities, you must refer to both the prospectus supplement or other offering materials, if any, relating to those debt securities and the description of the debt securities set forth in this prospectus. If any particular terms of our debt securities, described in a prospectus supplement or other offering materials, differ from any of the terms described in this prospectus, then those terms as set forth in the relevant prospectus supplement or other offering materials will control.

Except as set forth in any prospectus supplement or other offering materials, our debt securities may be issued without limit as to aggregate principal amount, in one or more series, in each case as established from time to time by our board of directors, a committee of the board of directors or as set forth in the applicable indenture or one or more supplements to that indenture. All of our debt securities of one series need not be issued at the same time, and unless otherwise provided, a series may be reopened for issuance of additional debt securities without the consent of the holders of the debt securities of that series.

Each indenture will provide that we may, but need not, designate more than one trustee for the indenture, each with respect to one or more series of our debt securities. Any trustee under an indenture may resign or be removed with respect to one or more series of our debt securities, and a successor trustee may be appointed to act with respect to that series. If two or more persons are acting as trustee to different series of our debt securities, each trustee shall be a trustee of a trust under the applicable indenture separate and apart from the trust administered by any other trustee and, except as otherwise indicated in this prospectus, any action taken by a trustee may be taken by that trustee with respect to, and only with respect to, the one or more series of debt securities for which it is trustee under the applicable indenture.

This summary sets forth certain general terms and provisions of our indentures and our debt securities. For a detailed description of a specific series of debt securities, you should consult the prospectus supplement or other offering materials for that series. The prospectus supplement or other offering materials will contain the following information, to the extent applicable:

- (1) the title and ranking of those debt securities;
- (2) the aggregate principal amount of those debt securities and any limitation thereon;
- (3) the price at which those debt securities will be issued and, if other than the principal amount of those debt securities, the portion of the principal amount payable upon declaration of acceleration of the maturity thereof, or (if applicable) the portion of the principal amount of those debt securities that is convertible into other securities offered hereby, or the method by which any convertible portion of those debt securities shall be determined;
- (4) if those debt securities are convertible, the terms on which they are convertible, including the initial conversion price or rate and conversion period and, in connection with the preservation of our status as a REIT, any applicable limitations on the ownership or transferability of the securities into which those debt securities are convertible;
- (5) the date or dates, or the method for determining the date or dates, on which the principal of those debt securities will be payable;
- (6) the rate or rates (which may be fixed or variable), or the method by which the rate or rates shall be determined, at which those debt securities will bear interest, if any;
- (7) the date or dates, or the method for determining the date or dates, from which any interest will accrue, the dates upon which that interest will be payable, the record dates for payment of that interest, or the method by which any of those dates shall be determined, the persons to whom that interest shall be payable, and the basis upon which that interest shall be calculated if other than that of a 360-day year of twelve 30-day months;
- (8) the place or places where the principal of (and premium, if any) and interest, if any, on debt securities will be payable, where debt securities may be surrendered for conversion, registration of transfer or exchange and where notices or demands to or upon us relating to debt securities and the indenture may be served;
- (9) the period or periods, if any, within which, the price or prices at which, and the terms and conditions upon which those debt securities may be redeemed, as a whole or in part, at our option;
- (10) our obligation, if any, to redeem, repay or purchase those debt securities pursuant to any sinking fund or analogous provision or at the option of a holder of those debt securities, and the period or periods within which, the price or prices at which, and the terms and conditions upon which, those debt securities will be redeemed, repaid or purchased, as a whole or in part, pursuant to this obligation;
- (11) if other than U.S. dollars, the currency or currencies in which those debt securities are denominated and payable, which may be a foreign currency or units of two or more foreign currencies or a composite currency or currencies, and the terms and conditions relating thereto;
- (12) whether the amount of payments of principal of (and premium, if any) or interest, if any, on those debt securities may be determined with reference to an index, formula or other method (which index, formula or method may, but need not be based on a currency, currencies, currency unit or units or composite currency or currencies) and the manner in which those amounts shall be determined;
- (13) whether those debt securities will be issued in certificated and/or book-entry form, and, if in book-entry form, the identity of the depository for those debt securities;



- (14) whether those debt securities will be in registered or bearer form and, if in registered form, the denominations thereof if other than \$2,000 and any integral multiple of \$1,000 in excess thereof and, if in bearer form, the denominations thereof and terms and conditions relating thereto;
- (15) the applicability, if any, of the defeasance and covenant defeasance provisions described herein or set forth in the applicable indenture, or any modification of the indenture;
- (16) any deletions from, modifications of or additions to the events of default or our covenants with respect to those debt securities;
- (17) whether and under what circumstances we will pay any additional amounts on those debt securities in respect of any tax, assessment or governmental charge and, if so, whether we will have the option to redeem those debt securities in lieu of making this payment;
- (18) the subordination provisions, if any, relating to those debt securities;
- (19) the provisions, if any, relating to any security provided for those debt securities; and
- (20) any other terms of those debt securities.

If the applicable prospectus supplement provides or other offering materials provide, we may issue the debt securities at a discount below their principal amount and provide for less than the entire principal amount of the debt securities to be payable upon declaration of acceleration of the maturity thereof (“Original Issue Discount Securities”). In those cases, any material United States federal income tax, accounting and other considerations applicable to Original Issue Discount Securities will be described in the applicable prospectus supplement or other offering materials.

#### **Denominations, Interest, Registration and Transfer**

Unless otherwise described in the applicable prospectus supplement or other offering materials, the debt securities of any series will be issuable in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Unless otherwise described in the applicable prospectus supplement or other offering materials, we will pay the principal of (and premium, if any) and interest on any series of debt securities at the applicable trustee’s corporate trust office, the address of which will be set forth in the applicable prospectus supplement or other offering materials, provided however, that unless otherwise provided in the applicable prospectus supplement or other offering materials, we may make interest payments (1) by check mailed to the address of the person entitled to the payment as that address appears in the applicable register for those debt securities, or (2) by wire transfer of funds to the person at an account maintained within the United States.

Subject to certain limitations imposed on debt securities issued in book-entry form, the debt securities of any series will be exchangeable for any authorized denomination of other debt securities of the same series and of a like aggregate principal amount and tenor upon surrender of those debt securities at the office of any transfer agent we designate for that purpose. In addition, subject to certain limitations imposed on debt securities issued in book-entry form, the debt securities of any series may be surrendered for conversion or registration of transfer thereof at the office of any transfer agent we designate for that purpose. Every debt security surrendered for conversion, registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer and the person requesting that transfer must provide evidence of title and identity satisfactory to us and the applicable transfer agent. No service charge will be made for any registration of transfer or exchange of any debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. We may at any time rescind the designation of any transfer agent appointed with respect to the debt securities of any series or approve a change in the location through which any transfer agent acts, except that we will be required to maintain a transfer agent in each place of payment for that series. We may at any time designate additional transfer agents with respect to any series of debt securities.

Neither we nor any trustee shall be required to:

- issue, register the transfer of, or exchange debt securities of any series if that debt security may be among those selected for redemption during a period beginning at the opening of business 15 days before the mailing or first publication, as the case may be, of notice of redemption of those debt securities and ending at the close of business on
  1. the day of mailing of the relevant notice of redemption if the debt securities of that series are issuable only in registered form, or
  2. the day of the first publication of the relevant notice of redemption if the debt securities of that series are issuable in bearer form, or
  3. the day of mailing of the relevant notice of redemption if those debt securities are issuable in both bearer and registered form and there is no publication; or
- register the transfer of or exchange any debt security in registered form, or portion thereof, so selected for redemption, in whole or in part, except the unredeemed portion of any debt security being redeemed in part; or
- exchange any debt security in bearer form selected for redemption, except in exchange for a debt security of that series in registered form that is simultaneously surrendered for redemption; or
- issue, register the transfer of or exchange any debt security that has been surrendered for repayment at the holder's option, except the portion, if any, of that debt security not to be repaid.

#### **No Protection in the Event of a Change of Control**

Unless we state otherwise in the applicable prospectus supplement, the debt securities of any series will not contain any provisions which may afford holders of the debt securities of such series protection in the event of a change of control of Realty Income or in the event of a highly leveraged transaction (whether or not such transaction results in a change of control), which could adversely affect holders of debt securities.

#### **Merger, Consolidation or Sale of Assets**

Each indenture will provide that we will not consolidate with, sell, lease or convey all or substantially all of our assets to, or merge with or into, any person unless:

- either we shall be the continuing entity, or the successor person (if not us) formed by or resulting from the consolidation or merger or which shall have received the transfer of the assets shall be a corporation organized and existing under the laws of the United States or any State thereof and shall expressly assume (1) our obligation to pay the principal of (and premium, if any) and interest on all the debt securities issued under the indenture and (2) the due and punctual performance and observance of all the covenants and conditions contained in the indenture and in the debt securities to be performed or observed by us;
- immediately after giving effect to the transaction and treating any indebtedness that becomes our obligation or the obligation of any Subsidiary as a result of the transaction as having been incurred, and treating any liens on any property or assets of ours or any Subsidiary that are incurred, created or assumed as a result of the transaction as having been created, incurred or assumed, by us or the Subsidiary at the time of the transaction, no event of default under the indenture, and no event that, after notice or the lapse of time, or both, would become an event of default, shall have occurred and be continuing; and
- an officers' certificate and legal opinion covering these conditions shall be delivered to the trustee.

#### **Certain Covenants**

*Existence.* Except as permitted under the heading above entitled “— Merger, Consolidation or Sale of Assets,” we will be required under each indenture to do or cause to be done all things necessary to preserve and keep in full force and effect our corporate existence, all material rights (by charter, bylaws and statute) and

all material franchises; provided, however, that we shall not be required to preserve any right or franchise if our board of directors determines that the preservation thereof is no longer desirable in the conduct of our business.

*Maintenance of Properties.* Each indenture will require us to cause all of our material properties used or useful in the conduct of our business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will require us to cause to be made all necessary repairs, renewals, replacements, betterments and improvements to those properties, as in our judgment may be necessary so that the business carried on in connection with those properties may be properly and advantageously conducted at all times; provided, however, that we and our Subsidiaries shall not be prevented from selling or otherwise disposing of these properties for value in the ordinary course of business.

*Insurance.* Each indenture will require us to, and to cause each of our Subsidiaries to, keep in force upon all of our and their properties and operations policies of insurance carried with responsible companies in such amounts and covering all risks as shall be customary in the industry in accordance with prevailing market conditions and availability.

*Payment of Taxes and Other Claims.* Each indenture will require us to pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (a) all taxes, assessments and governmental charges levied or imposed on us or any of our Subsidiaries or upon the income, profits or property of us or any of our Subsidiaries and (b) all lawful claims for labor, materials and supplies that, if unpaid, might by law become a lien upon our property or the property of any Subsidiary; provided, however, that we shall not be required to pay or discharge or cause to be paid or discharged any tax, assessment, charge or claim the amount, applicability or validity of which we are contesting in good faith through appropriate proceedings.

*Provisions of Financial Information.* Whether or not we are subject to Section 13 or 15(d) of the Exchange Act, we will be required by each indenture, within 15 days after each of the respective dates by which we would have been required to file annual reports, quarterly reports and other documents with the SEC if we were subject to those Sections of the Exchange Act to:

- transmit by mail to all holders of debt securities issued under the indenture, as their names and addresses appear in the applicable register for those debt securities, without cost to the holders, copies of the annual reports, quarterly reports and other documents that we would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if we were subject to those Sections;
- file with the applicable trustee copies of the annual reports, quarterly reports and other documents that we would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if we were subject to those Sections; and
- supply promptly, upon written request and payment of the reasonable cost of duplication and delivery, copies of these documents to any prospective holder of the debt securities.

Except as may otherwise be provided in the prospectus supplement or other offering materials relating to any series of debt securities, the term “Subsidiary,” as used in any indenture means any other person of which more than 50% of (a) the equity or other ownership interests or (b) the total voting power of shares of capital stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or general or managing partners thereof is at the time owned by us or one or more of our Subsidiaries or a combination thereof.

*Additional Covenants.* If we make any additional covenants with respect to any series of debt securities, those covenants will be set forth in the prospectus supplement or other offering materials relating to those debt securities.

#### **Events of Default, Notice and Waiver**

Unless otherwise provided in the applicable indenture, each indenture will provide that the following events are “events of default” for any series of debt securities issued under it:

- (1) default for 30 days in the payment of any installment of interest on any debt security of that series;
- (2) default in the payment of the principal of (or premium, if any, on) any debt security of that series when due, whether at stated maturity or by declaration of acceleration, notice of redemption, notice of option to elect repayment or otherwise;
- (3) default in the deposit of any sinking fund payment, when and as due by the terms of any debt security of that series;
- (4) default in the performance of any of our other covenants contained in the indenture or in any debt security of that series (other than a covenant added to the indenture solely for the benefit of a series of debt securities issued thereunder other than that series), which continues for 60 days after written notice is given to us by the trustee or to us and the trustee by the holders of at least 25% in principal amount of the outstanding debt securities of that series;
- (5) default under any bond, debenture, note or other evidence of indebtedness for money borrowed by us or any of our Subsidiaries (including obligations under leases required to be capitalized on the balance sheet of the lessee under generally accepted accounting principles, but not including any indebtedness or obligations for which recourse is limited to property purchased) in an aggregate principal amount in excess of \$25,000,000 or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by us or any of our Subsidiaries (including such leases, but not including such indebtedness or obligations for which recourse is limited to property purchased) in an aggregate principal amount in excess of \$25,000,000, whether the indebtedness exists at the date of the relevant indenture or shall thereafter be created, which default shall have resulted in the indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable or which default shall have resulted in the obligation being accelerated, without the acceleration having been rescinded or annulled;
- (6) certain events of bankruptcy, insolvency or reorganization with respect to us or any of our Significant Subsidiaries; or
- (7) any other event of default provided with respect to a particular series of debt securities.

The term "Significant Subsidiary" as used above has the meaning ascribed to the term in Rule 1-02 of Regulation S-X promulgated under the Securities Act, as the Regulation was in effect on January 1, 1996.

If an event of default under any indenture with respect to debt securities of any series at the time outstanding occurs and is continuing, then the applicable trustee or the holders of not less than 25% in principal amount of the outstanding debt securities of that series may declare the principal amount (or, if the debt securities of that series are Original Issue Discount Securities or Indexed Securities, that portion of the principal amount as may be specified in the terms thereof) of all the debt securities of that series to be due and payable immediately by written notice thereof to us (and to the applicable trustee if given by the holders). However, at any time after the declaration of acceleration with respect to debt securities of a series has been made, but before a judgment or decree for payment of the money due has been obtained by the applicable trustee, the holders of not less than a majority of the principal amount of the outstanding debt securities of that series may rescind and annul the declaration and its consequences if:

- we shall have deposited with the applicable trustee all required payments of the principal of (and premium, if any) and interest on the debt securities of that series (other than principal that has become due solely as a result of the acceleration), plus certain fees, expenses, disbursements and advances of the applicable trustee; and
- all events of default, other than the nonpayment of accelerated principal (or specified portion thereof), premium, if any, and interest with respect to debt securities of that series, have been cured or waived as provided in the indenture.

Each indenture will also provide that the holders of not less than a majority in principal amount of the outstanding debt securities of any series may waive any past default with respect to that series and its consequences, except:

- a default in the payment of the principal of (or premium, if any) or interest on any debt security of that series; or
- a default in respect of a covenant or provision contained in the indenture that cannot be modified or amended without the consent of the holder of each outstanding debt security of the series affected by the default.

Each indenture will require each trustee to give notice of a default under the indenture to the holders of debt securities within 90 days unless the default shall have been cured or waived, subject to certain exceptions; provided, however, that the trustee may withhold notice to the holders of any series of debt securities of any default with respect to that series (except a default in the payment of the principal of (or premium, if any) or interest on any debt security of that series or in the payment of any sinking fund installment in respect of any debt security of that series) if specified Responsible Officers of the trustee consider a withholding to be in those holders' interest.

Each indenture will provide that no holders of debt securities of any series may institute any proceedings, judicial or otherwise, with respect to the indenture or for any remedy thereunder, except in the case of failure of the trustee, for 60 days, to act after it has received a written request to institute proceedings in respect of an event of default from the holders of not less than 25% in principal amount of the outstanding debt securities of that series, as well as an offer of indemnity reasonably satisfactory to it, and no direction inconsistent with the written request has been given to the trustee during the 60-day period by holders of a majority in principal amount of the outstanding debt securities of that series. This provision will not prevent, however, any holder of debt securities from instituting suit for the enforcement of payment of the principal of (and premium, if any) and interest on those debt securities at the respective due dates thereof.

Each indenture will provide that, subject to provisions in the Trust Indenture Act of 1939 relating to its duties in case of default, the trustee is under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any holders of any series of the debt securities then outstanding under the indenture, unless those holders shall have offered to the trustee reasonable security or indemnity. The holders of not less than a majority in principal amount of the outstanding debt securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or of exercising any trust or power conferred upon the trustee; provided that the direction shall not conflict with any rule of law or the indenture, and provided further that the trustee may refuse to follow any direction that may involve the trustee in personal liability or that may be unduly prejudicial to the holders of debt securities of that series not joining in the direction to the trustee.

Within 120 days after the close of each fiscal year, we will be required to deliver to the trustee a certificate, signed by one of several specified officers, stating whether or not the officer has knowledge of any default under the indenture and, if so, specifying each default and the nature and status thereof.

#### **Modification of the Indenture**

Modifications and amendments of any indenture will be permitted with the consent of the holders of not less than a majority in principal amount of all outstanding debt securities of each series issued under the indenture affected by the modification or amendment; provided, however, that no modification or amendment may, without the consent of the holder of each debt security affected thereby:

- change the stated maturity of the principal of, or any installment of principal of, or interest (or premium, if any) on any debt security;
- reduce the principal amount of, or the rate or amount of interest on, or any premium payable on redemption of any debt security, or reduce the amount of principal of an Original Issue Discount Security that would be due and payable upon declaration of acceleration of the maturity of the Original Issue Discount Security or would be provable in bankruptcy, or adversely affect any right of repayment at the option of the holder of any debt security (or reduce the amount of premium payable upon any repayment);
- change the place of payment, or the coin or currency, for payment of principal of (or premium, if any) or interest on any debt security;

- impair the right to institute suit for the enforcement of any payment on or with respect to any debt security when due;
- reduce the above-stated percentage of outstanding debt securities of any series necessary to modify or amend the indenture to waive compliance with certain provisions of the indenture or certain defaults and consequences under the indenture or to reduce the quorum or voting requirements set forth in the indenture; or
- modify any of the foregoing provisions or any of the provisions relating to the waiver of certain past defaults or certain covenants, except to increase the required percentage to effect the action or to provide that certain other provisions may not be modified or waived without the consent of the holder of each outstanding debt security affected thereby.

The holders of a majority in aggregate principal amount of outstanding debt securities of any series may, on behalf of all holders of debt securities of that series, waive (insofar as that series is concerned) our compliance with certain restrictive covenants in the applicable indenture.

We, along with the trustee, shall be permitted to modify and amend an indenture without the consent of any holder of debt securities for any of the following purposes:

- to evidence the succession of another person to our obligations under the indenture;
- to add to our covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred upon us in the indenture;
- to add events of default for the benefit of the holders of all or any series of debt securities;
- to add or change any provisions of the indenture to provide that debt securities in bearer form may be registerable as to principal or to change or eliminate any restrictions on the payment of principal or of any premium or interest on debt securities in bearer form or to make certain other provisions relating to debt securities in bearer form, provided that such action shall not adversely affect the interests of the holders of the debt securities of any series in any material respect;
- to change or eliminate any provisions of the indenture, provided that any such change or elimination does not apply to any outstanding debt securities of a series created prior to the date of the amendment or supplement that are entitled to the benefit of that provision;
- to secure the debt securities;
- to establish the form or terms of debt securities of any series, including the provisions and procedures, if applicable, for the conversion of debt securities into common stock or preferred stock;
- to provide for the acceptance of appointment by a successor trustee or facilitate the administration of the trusts under the indenture by more than one trustee;
- to cure any ambiguity or to correct any defect or inconsistency in the indenture, or to make any other provisions with respect to matters or questions arising under the indenture which shall not be inconsistent with the provisions of the indenture, provided, however, that such action shall not adversely affect the interests of holders of debt securities of any series in any material respect; or
- to supplement any of the provisions of the indenture to the extent necessary to permit or facilitate defeasance, covenant defeasance and discharge of any series of debt securities, provided, however, that this action shall not adversely affect the interests of the holders of the debt securities of any series in any material respect.

Each indenture will provide that in determining whether the holders of the requisite principal amount of outstanding debt securities of a series have given any request, demand, authorization, direction, notice, consent or waiver described in the indenture or whether a quorum is present at a meeting of holders of debt securities:

- the principal amount of an Original Issue Discount Security that shall be deemed to be outstanding shall be the amount of the principal of that security that would be due and payable as of the date of the determination upon declaration of acceleration of the maturity thereof;

- the principal amount of any debt security denominated in a foreign currency that shall be deemed outstanding shall be the U.S. dollar equivalent, determined on the issue date for the debt security, of the principal amount (or, in the case of an Original Issue Discount Security, the U.S. dollar equivalent on the issue date of the debt security of the amount determined as provided in the first bullet above);
- the principal amount of an Indexed Security that shall be deemed outstanding shall be the principal face amount of the Indexed Security at original issuance, unless otherwise provided with respect to the Indexed Security in the applicable prospectus supplement; and
- debt securities owned by us or any other obligor upon the debt securities or any affiliate of ours or of the other obligor shall be disregarded.

Each indenture will contain provisions for convening meetings of the holders of debt securities of a series. A meeting may be called at any time by the trustee, and also, upon our request or request of the holders of at least 10% in principal amount of the outstanding debt securities of a series, in any case upon notice given as provided in the indenture. Except for any consent or waiver that must be given by the holder of each debt security affected thereby, any resolution presented at a meeting or at an adjourned meeting duly reconvened at which a quorum is present, may be adopted by the affirmative vote of the holders of a majority in principal amount of the outstanding debt securities of that series; provided, however, that, except as referred to above, any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action that may be made, given or taken by the holders of a specified percentage, which is less than a majority, in principal amount of the outstanding debt securities of the series may be adopted at a meeting or adjourned meeting duly reconvened at which a quorum is present by the affirmative vote of the holders of the specified percentage in principal amount of the outstanding debt securities of that series. Any resolution passed or decision taken at any meeting of holders of debt securities of any series duly held in accordance with the indenture will be binding on all holders of debt securities of that series. The persons holding or representing a majority in principal amount of the outstanding debt securities of a series shall constitute a quorum for a meeting of holders of that series; provided, however, that if any action is to be taken at a meeting with respect to a consent or waiver that may be given by the holders of not less than a specified percentage in principal amount of the outstanding debt securities of that series, the persons holding or representing the specified percentage in principal amount of the outstanding debt securities of that series will constitute a quorum.

Notwithstanding the foregoing provisions, each indenture will provide that if any action is to be taken at a meeting of holders of debt securities of any series with respect to any request, demand, authorization, direction, notice, consent, waiver or other action that the indenture expressly provides may be made, given or taken by the holders of that series and one or more additional series: (a) there shall be no minimum quorum requirement for the meeting and (b) the principal amount of the outstanding debt securities of all those series that are entitled to vote in favor of the request, demand, authorization, direction, notice, consent, waiver or other action shall be taken into account in determining whether the request, demand, authorization, direction, notice, consent, waiver or other action has been made, given or taken under the indenture.

#### **Discharge, Defeasance and Covenant Defeasance**

Unless otherwise indicated in the applicable prospectus supplement or other offering materials, upon our request any indenture shall cease to be of further effect with respect to any series of debt securities issued under the indenture specified in our request (except as to certain limited provisions of the indenture which shall survive) when either (a) all debt securities of that series have been delivered to the trustee for cancellation or (b) all debt securities of that series have become due and payable or will become due and payable within one year (or are scheduled for redemption within one year) and we have irrevocably deposited with the applicable trustee, in trust, funds in the currency or currencies, currency unit or units or composite currency or currencies in which those debt securities are payable an amount sufficient to pay the entire indebtedness on those debt securities in respect of principal (and premium, if any) and interest to the date of the deposit (if those debt securities have become due and payable) or to the stated maturity or redemption date, as the case may be.

Each indenture will provide that, unless otherwise indicated in the applicable prospectus supplement or other offering materials, we may elect either to:

- defease and be discharged from any and all obligations with respect to any series of debt securities (except for the obligation, if any, to pay additional amounts in respect of certain taxes imposed on non-U.S. holders of debt securities and the obligations to register the transfer or exchange of the debt securities, to replace temporary or mutilated, destroyed, lost or stolen debt securities, to maintain an office or agency in respect of the debt securities and to hold money for payment in trust) (“defeasance”); or
- be released from our obligations with respect to certain covenants (which will be described in the relevant prospectus supplement or other offering materials) applicable to the debt securities under the applicable indenture (which may include, subject to a limited exception, the covenants described under “— Certain Covenants”), and any omission to comply with these obligations shall not constitute a default or an event of default with respect to those debt securities (“covenant defeasance”),

in either case upon our irrevocable deposit with the applicable trustee, in trust, of an amount, in the currency or currencies, currency unit or units or composite currency or currencies in which those debt securities are payable at stated maturity, or Government Obligations (as defined below), or both, applicable to those debt securities that through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount sufficient to pay the principal of (and premium, if any) and interest on those debt securities, and any mandatory sinking fund or analogous payments on those debt securities, on the scheduled due dates.

A trust may only be established if, among other things, we have delivered to the applicable trustee an opinion of counsel (as specified in the applicable indenture) to the effect that the holders of those debt securities will not recognize income, gain or loss for United States federal income tax purposes as a result of the defeasance or covenant defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the defeasance or covenant defeasance had not occurred. Additionally, in the case of defeasance, an opinion of counsel must refer to and be based on a ruling of the Internal Revenue Service (the “IRS”) or a change in applicable United States federal income tax law occurring after the date of the applicable indenture. In the event of defeasance, the holders of those debt securities will thereafter be able to look only to the trust fund for payment of principal (and premium, if any) and interest.

“Government Obligations” means securities that are (a) direct obligations of the United States of America or the government which issued the foreign currency in which the debt securities of a particular series are payable, for the payment of which its full faith and credit is pledged, or (b) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America or the government which issued the foreign currency in which the debt securities of that series are payable, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America or the other government, which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any Government Obligation or a specific payment of interest on or principal of any Government Obligation held by a custodian for the account of the holder of a depository receipt; provided, however, that (except as required by law) the custodian is not authorized to make any deduction from the amount payable to the holder of the depository receipt from any amount received by the custodian in respect of the Government Obligation or the specific payment of interest on or principal of the Government Obligation evidenced by the depository receipt.

Unless otherwise provided in the applicable prospectus supplement or other offering materials, if after we have deposited funds and/or Government Obligations to effect defeasance or covenant defeasance with respect to debt securities of any series:

- the holder of a debt security of that series is entitled to, and does, elect pursuant to the applicable indenture or the terms of that debt security to receive payment in a currency, currency unit or composite currency other than that in which the deposit has been made in respect of that debt security, or
- a Conversion Event (as defined below) occurs in respect of the currency, currency unit or composite currency in which the deposit has been made,



then the indebtedness represented by that debt security will be deemed to have been, and will be, fully discharged and satisfied through the payment of the principal of (and premium, if any) and interest on that debt security as they become due out of the proceeds yielded by converting the amount or other property so deposited in respect of that debt security into the currency, currency unit or composite currency in which that debt security becomes payable as a result of the election or Conversion Event based on the applicable market exchange rate in effect on the second business day prior to each payment date. "Conversion Event" means the cessation of use of:

- a currency, currency unit or composite currency both by the government of the country which issued the currency and for the settlement of transactions by a central bank or other public institution of or within the international banking community; or
- any currency unit or composite currency for the purposes for which it was established.

In the event we effect a covenant defeasance with respect to any debt securities and those debt securities are declared due and payable because of the occurrence of any event of default, other than an event of default due to a breach of any of the covenants as to which there has been covenant defeasance (which covenants would no longer be applicable to those debt securities as a result of such covenant defeasance), the cash and Government Obligations on deposit with the applicable trustee may not be sufficient to pay amounts due on those debt securities at the time of the acceleration resulting from the event of default. We would, however, remain obligated to make payment of the amounts due at the time of acceleration.

The applicable prospectus supplement or other offering materials may further describe the provisions, if any, permitting the defeasance or covenant defeasance, including any modifications to the provisions described above, with respect to the debt securities of or within a particular series.

#### **Conversion Rights**

The terms and conditions, if any, upon which the debt securities are convertible into common stock, preferred stock or other securities offered hereby will be set forth in the applicable prospectus supplement or other offering materials relating to those debt securities. The terms will include whether the debt securities are convertible into common stock, preferred stock, or other securities offered hereby, and the conversion price or rate (or manner of calculation thereof), and may include, if applicable, the conversion period, provisions as to whether conversion will be at our option or the option of the holders, the events requiring an adjustment of the conversion price or rate and provisions affecting conversion in the event of the redemption of the debt securities and any restrictions on conversion, including restrictions directed at maintaining our REIT status.

#### **Unclaimed Payments**

We will be repaid for all amounts we pay to a paying agent or a trustee for the payment of the principal of or any premium or interest on any debt security that remains unclaimed at the end of two years after the principal, premium or interest has become due and payable, and the holder of that debt security may look only to us for payment of the principal, premium or interest.

#### **Global Securities**

The debt securities of a series may be issued in whole or in part in the form of one or more global securities (the "Global Securities") that will be deposited with, or on behalf of, a depository identified in the applicable prospectus supplement or other offering materials relating to that series. Global Securities may be issued in either registered or bearer form and in either temporary or permanent form. The specific terms of the depository arrangement with respect to a series of debt securities will be described in the applicable prospectus supplement or other offering materials relating to that series.

## DESCRIPTION OF COMMON STOCK

We have authority to issue 740,200,000 shares of our common stock, \$0.01 par value per share. As of June 25, 2021, we had outstanding 379,807,775 shares of our common stock.

### General

The following description of our common stock sets forth certain general terms and provisions of our common stock to which any prospectus supplement or other offering materials may relate, including a prospectus supplement or other offering materials relating to shares of our common stock that may be issuable upon conversion of our debt securities, preferred stock or depositary shares or upon exercise of our warrants. The statements below and elsewhere in this prospectus, any accompanying prospectus supplement or any other offering materials we may provide you in connection with an offering of securities that describe certain terms and provisions of our common stock, charter or bylaws do not purport to be complete, do not contain all of the information that may be important to you, and are in all respects subject to, and qualified in their entirety by reference to, the Maryland General Corporation Law, or MGCL, and the applicable provisions of our charter and bylaws, copies of which have been or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part or to a document incorporated or deemed to be incorporated by reference herein and may be obtained as described below under “Where You Can Find More Information” and “Incorporation by Reference.” The following description should be read in conjunction with the information appearing in this prospectus under the captions “Restrictions on Ownership and Transfers of Stock” and “Certain Provisions of Maryland Law and Our Charter and Bylaws” (as such information may be amended or supplemented from time to time by information appearing in documents that we file with the SEC after the date of this prospectus supplement that are incorporated or deemed to be incorporated by reference herein or by information appearing in the applicable prospectus supplement or other offering materials we may provide you in connection with an offering of common stock) which provides important additional information about our common stock. Unless otherwise expressly stated or the context otherwise requires, all references to “our company,” “Realty Income,” “our,” “we” and “us” and all similar references appearing under this caption “Description of Common Stock” mean Realty Income Corporation, a Maryland corporation, excluding its subsidiaries.

### Terms

Subject to the preferential rights of any other class or series of our stock and to the provisions of our charter regarding the restrictions on ownership and transfer of stock, holders of our common stock are entitled to receive dividends when, as and if authorized by our board of directors and declared by us out of assets legally available therefor. The terms of any preferred stock we may issue in the future may provide for restrictions or prohibitions on the payment of dividends on, and the purchase of, our common stock and may also provide for holders of that class or series of preferred stock to receive preferential distributions in the event of our liquidation, dissolution or winding up before any payments may be made on our common stock. For additional information, see “General Description of Preferred Stock” in this prospectus and, if applicable, the articles supplementary classifying and designating shares of any class or series of preferred stock we may subsequently issue, which will be filed or incorporated by reference as an exhibit to the registration statement of which this prospectus is a part or to a document incorporated or deemed to be incorporated by reference in this prospectus or another document we file with the SEC, and the description of any such subsequently issued class or series of our preferred stock contained in the applicable Registration Statement on Form 8-A, including any subsequently filed amendments and reports filed for purposes of updating such descriptions, all of which may be obtained as described below under “Where You Can Find More Information” and “Incorporation by Reference.”

Our charter authorizes our board of directors to classify and reclassify any unissued shares of our common stock or preferred stock into other classes or series of stock and to establish the number of shares in each class or series and to set the terms, preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption for each such class or series. Thus, the board of directors could cause the issuance of shares of preferred stock with dividend rights, rights to distributions in the event of our liquidation, dissolution or winding up, voting rights or other rights that could adversely affect the rights of holders of our common

stock or delay or prevent a tender offer or change of control of our company that might involve a premium price for shares of our common stock or otherwise be in their best interests, any of which could adversely affect the market price of our common stock. For additional information, see “General Description of Preferred Stock” and “Certain Provisions of Maryland Law and of our Charter and Bylaws — Effect of Certain Provisions of Maryland Law and our Charter and Bylaws.”

Subject to the provisions of our charter regarding the restrictions on ownership and transfer of our common stock (see “Restrictions on Ownership and Transfers of Stock” below), each outstanding share of our common stock entitles the holder to one vote on all matters submitted to a vote of stockholders, including the election of directors (other than any directors to be elected exclusively by holders of our outstanding preferred stock or any other class or series of our stock) and, except as provided with respect to any other class or series of stock, the holders of shares of our common stock will possess the exclusive voting power.

Holders of our common stock do not have cumulative voting rights in the election of directors, which means that holders of more than 50% of all the shares of our common stock voting for the election of directors can elect all the directors standing for election (other than any directors to be elected exclusively by holders of our outstanding preferred stock or any other class or series of our stock) at the time if they choose to do so, and the holders of the remaining shares of our common stock cannot elect any such directors. All of our directors currently serve a one year term. Holders of shares of common stock do not have preemptive rights, which means they have no right under the charter, bylaws or Maryland law to acquire any additional shares of common stock that may be issued by us at a subsequent date. Holders of shares of common stock have no preference, conversion, exchange, sinking fund or redemption rights. Under Maryland law, stockholders generally are not liable for the corporation’s debts or obligations.

Under the MGCL, a Maryland corporation generally cannot dissolve, amend its charter, merge, convert into another entity, 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 approved by its stockholders by the affirmative vote of two-thirds of the votes entitled to be cast on the matter unless a lesser percentage (but not less than a majority of all of the votes entitled to be cast on the matter) is set forth in the corporation’s charter. Our charter provides that any such action shall be effective if approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter. Because the term “substantially all” of a corporation’s assets is not defined in the MGCL, it is subject to Maryland common law and to judicial interpretation and review in the context of the unique facts and circumstances of any particular transaction. Accordingly, there may be uncertainty as to whether a sale of “substantially all” of our assets has taken place within the meaning of the MGCL provisions described above.

### **Restrictions on Ownership**

For us to qualify as a REIT under the Internal Revenue Code of 1986, as amended, or the Code, not more than 50% in value of our outstanding shares of stock may be owned, actually or constructively, by or for five or fewer individuals (defined in the Code to include certain entities) during the last half of a taxable year. To assist us in meeting this requirement and certain other requirements relating to our tax status as a REIT, among other purposes, our charter contains provisions intended to limit the actual, beneficial or constructive ownership by a single person or entity of our outstanding shares of common stock. See “Restrictions on Ownership and Transfers of Stock” below.

### **Transfer Agent**

The registrar and transfer agent for our common stock is Computershare Trust Company, N.A.

## GENERAL DESCRIPTION OF PREFERRED STOCK

We are authorized to issue 69,900,000 shares of preferred stock, \$0.01 par value per share. As of June 25, 2021, no shares of preferred stock were outstanding. For a description of some of the terms of any class or series of preferred stock we may issue in the future, see the articles supplementary classifying and designating shares of such class or series of preferred stock, which will be filed or incorporated by reference as an exhibit to the registration statement of which this prospectus is a part or a document incorporated or deemed to be incorporated by reference in this prospectus or other document we file with the SEC, and the description of such class or series of preferred stock contained in the applicable Registration Statement on Form 8-A, including any subsequently filed amendments and reports filed for the purpose of updating such description, all of which may be obtained as described below under “Where You Can Find More Information” and “Incorporation by Reference.”

### General

The following description of our preferred stock sets forth certain general terms and provisions of our preferred stock to which any prospectus supplement or other offering materials may relate. The statements below describing our preferred stock are not complete, do not contain all of the information that may be important to you and are in all respects subject to, and qualified in their entirety by reference to, the MGCL and the applicable provisions of our charter (including the applicable articles supplementary classifying and designating shares of a class or series of preferred stock) and our bylaws, copies of which have been or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part or a document incorporated or deemed to be incorporated by reference herein and may be obtained as described below under “Where You Can Find More Information” and “Incorporation by Reference.” The following description should be read in conjunction with the information appearing in this prospectus under the captions “Restrictions on Ownership and Transfers of Stock” and “Certain Provisions of Maryland Law and Our Charter and Bylaws” (as such information may be amended or supplemented from time to time by information appearing in documents that we file with the SEC after the date of this prospectus supplement and that are incorporated by reference herein or by information appearing in the applicable prospectus supplement or other offering materials we may provide you in connection with an offering of preferred stock), which provides important additional information about our preferred stock. You should review our charter and bylaws and the articles supplementary classifying and designating shares of the applicable class or series of our preferred stock carefully before you invest. Unless otherwise expressly stated or the context otherwise requires, as used under this caption “General Description of Preferred Stock,” references to “our company,” “Realty Income,” “our,” “we” and “us,” and all similar references mean Realty Income Corporation, a Maryland corporation, excluding its subsidiaries, unless otherwise expressly stated or the context otherwise requires.

Our charter authorizes our board of directors to classify and reclassify any unissued shares of common stock or preferred stock into, among other things, one or more classes or series of preferred stock. Prior to the issuance of shares of each class or series, our board is required by the MGCL and our charter to determine the number of shares of such class or series and to set, subject to the provisions of our charter regarding the restrictions on ownership and transfer of stock, the terms, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms or conditions of redemption for each such class or series. Thus, the board of directors could authorize the issuance of shares of preferred stock with dividend rights, rights to distributions in the event of our liquidation, dissolution or winding up, voting rights or other rights that could adversely affect the rights of holders of our common stock or any other class or series of our preferred stock or which could have the effect of delaying or preventing a tender offer or a change of control of our company that might involve a premium price for holders of our stock or otherwise be in their best interests, any of which could adversely affect the market price of our common stock or any class or series of our preferred stock. For additional information, see “Certain Provisions of Maryland Law and of our Charter and Bylaws — Effect of Certain Provisions of Maryland Law and our Charter and Bylaws.”

You should refer to the prospectus supplement or other offering materials relating to any class or series of our preferred stock offered thereby for specific terms of and other information concerning such class or series of preferred stock, including:

- (1) the title of such class or series of preferred stock;
- (2) the number of shares of such class or series of preferred stock offered, the liquidation preference per share and the offering price of such class or series of preferred stock;
- (3) the dividend rate(s), period(s) and/or payment date(s), or method(s) of calculation thereof, applicable to such class or series of preferred stock;
- (4) whether the dividends will be cumulative or not and, if cumulative, the date from which dividends on such class or series of preferred stock shall accumulate;
- (5) the procedures for any auction and remarketing, if any, for such class or series of preferred stock;
- (6) the provision for a sinking fund, if any, for such class or series of preferred stock;
- (7) any voting rights of such class or series of preferred stock, which may include, among other things, the right to elect one or more directors;
- (8) the provision for redemption, if applicable, of such class or series of preferred stock;
- (9) any listing of such class or series of preferred stock on any securities exchange;
- (10) the terms and conditions, if applicable, upon which such class or series of preferred stock will be convertible into common stock or other securities, including the conversion price or rate (or manner of calculation thereof);
- (11) a discussion of federal income tax considerations applicable to such class or series of preferred stock;
- (12) any limitations on actual, beneficial or constructive ownership of, and restrictions on transfer of, such class or series of preferred stock, in each case as may be appropriate to preserve our REIT status;
- (13) the relative ranking and preferences of such class or series of preferred stock as to dividend rights and rights upon liquidation, dissolution or winding up of our affairs;
- (14) whether liquidation preferences on such class or series of preferred stock will be counted as liabilities of ours in determining whether distributions to stockholders can be made under the MGCL;
- (15) any limitations on issuance of any class or series of preferred stock ranking senior to or on a parity with such class or series of preferred stock as to dividend rights or rights upon liquidation, dissolution or winding up of our affairs; and
- (16) any other specific terms, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms or conditions of redemption of such class or series of preferred stock.

### **Rank**

Unless otherwise specified in the applicable prospectus supplement or other offering materials, the preferred stock of any class or series offered by this prospectus and the applicable prospectus supplement will rank, with respect to the payment of dividends and the distribution of assets in the event of our liquidation, dissolution or winding up:

- senior to all classes or series of our common stock and to all other equity securities issued by us other than equity securities referred to in the two immediately following bullet points;
- on a parity with all equity securities issued by us the terms of which specifically provide that such equity securities rank on a parity with the preferred stock of such class or series with respect to rights to the payment of dividends and the distribution of assets in the event of our liquidation, dissolution or winding up; and

- junior to all equity securities issued by us the terms of which specifically provide that such equity securities rank senior to the preferred stock of such class or series with respect to rights to the payment of dividends and the distribution of assets in the event of our liquidation, dissolution or winding up.

For these purposes, the term “equity securities” does not include convertible debt securities.

**Restrictions on Ownership**

For us to qualify as a REIT under the Code, not more than 50% in value of our outstanding shares of stock may be owned, actually or constructively, by or for five or fewer individuals (defined in the Code to include certain entities) during the last half of a taxable year. To assist us in meeting this requirement and certain other requirements relating to our tax status as a REIT, the articles supplementary establishing any class or series of preferred stock may contain provisions, which will be described in the applicable prospectus supplement or other offering materials, intended to limit the actual, beneficial or constructive ownership by a single person or entity of our outstanding preferred stock. See “Restrictions on Ownership and Transfers of Stock” below.

**Transfer Agent**

The transfer agent and registrar for any class or series of preferred stock will be set forth in the applicable prospectus supplement or other offering materials.

**DESCRIPTION OF OTHER SECURITIES**

We will set forth in the applicable prospectus supplement a description of any depositary shares or warrants that may be offered and sold pursuant to this prospectus and such prospectus supplement. Among other things, we may issue depositary shares representing fractional interests in shares of a class or series of our preferred stock and we may issue warrants exercisable for any of our other securities offered by this prospectus.

## RESTRICTIONS ON OWNERSHIP AND TRANSFERS OF STOCK

### Internal Revenue Code Requirements

To maintain our REIT status under the Code, not more than 50% in value of our outstanding shares of stock may be owned, actually or constructively, by or for five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year. In addition, if we, or an owner of 10% or more of our stock, actually or constructively owns 10% or more of a tenant of ours (or a tenant of any partnership or limited liability company that is treated as a partnership for federal income tax purposes in which we are a partner or member), the rent received by us (either directly or through one or more subsidiaries) from that tenant will not be qualifying income for purposes of the REIT gross income tests of the Code. A REIT's stock must also be beneficially owned by 100 or more persons during at least 335 days of a taxable year of twelve months or during a proportionate part of a shorter taxable year.

### Transfer Restrictions in Charter

Because we expect to continue to qualify as a REIT, our charter contains restrictions on the ownership and transfer of our common stock which, among other purposes, are intended to assist us in complying with applicable Code requirements. Our charter provides that, subject to certain specified exceptions, 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% (by value or by number of shares, whichever is more restrictive) of our outstanding shares of common stock. We refer to this restriction as the "ownership limit." The constructive ownership rules of the Code are complex, and may cause shares of common stock owned actually or constructively by a group of related individuals and/or entities to be constructively owned by one individual or entity. As a result, the acquisition of less than 9.8% of the shares of our common stock (or the acquisition of an interest in an entity that owns, actually or constructively, shares of our common stock) by an individual or entity, could nevertheless cause that individual or entity, or another individual or entity, to constructively own more than 9.8% of our outstanding shares of common stock and thus violate the ownership limit, or any other limit as provided in our charter or as otherwise permitted by our board of directors. Our board of directors may, but in no event is required to, exempt from the ownership limit a particular stockholder if it determines that such ownership will not jeopardize our status as a REIT. As a condition of such exemption, the board of directors may require a ruling from the Internal Revenue Service or an opinion of counsel satisfactory to it and/or undertakings or representations from the applicant with respect to preserving our REIT status.

Our charter further prohibits (1) any person from actually or constructively owning shares of our common stock that would result in our being "closely held" under Section 856(h) of the Code or otherwise cause us to fail to qualify as a REIT, and (2) any person from transferring shares of our common stock if such transfer would result in shares of our capital stock being beneficially owned by fewer than 100 persons (determined without reference to any rules of attribution).

Any person who acquires or attempts to acquire actual or constructive ownership of shares of our common stock that would violate any of the foregoing restrictions on transferability and ownership is required to give written notice to us immediately and provide us with such other information as we may request in order to determine the effect of such transfer on our status as a REIT. The foregoing restrictions on transferability and ownership will not apply if our board of directors determines that it is no longer in our best interest to attempt to qualify, or to continue to qualify, as a REIT and such determination is approved by the affirmative vote of the holders of not less than two-thirds of all votes entitled to be cast on the matter, as required by our charter. Except as otherwise described above, any change in the ownership limit would require an amendment to our charter.

We anticipate that any class or series of preferred stock that we issue in the future will be subject to similar restrictions. The restrictions on transfer applicable to any class or series of preferred stock we issue will be described in the applicable prospectus supplement or other offering materials.

### Effect of Violation of Transfer Provisions

Pursuant to our charter, if any purported transfer of common stock or any other event would result in any person violating the ownership limit or such other limit as provided in our charter, or as otherwise



permitted by our board of directors, or result in our being “closely held” under Section 856(h) of the Code, or otherwise cause us to fail to qualify as a REIT, then the number of shares that would otherwise cause such violation or result will be transferred automatically to a trust, the beneficiary of which will be a qualified charitable organization selected by us. Such automatic transfer shall be deemed to be effective as of the close of business on the business day prior to the date of such violative transfer.

Within 20 days of receiving notice from us of the transfer of shares to the trust, the trustee of the trust (who shall be designated by us and be unaffiliated with us and any prohibited transferee or prohibited owner) will be required to sell such shares to a person or entity who could own the shares without violating the ownership limit, or any other limit as provided in our charter or as otherwise permitted by our board of directors, and distribute to the prohibited transferee or prohibited owner, as applicable, an amount equal to the lesser of (1) the price paid by the prohibited transferee or prohibited owner for such shares or (2) the net sales proceeds received by the trust for such shares. In the case of any event other than a transfer, or in the case of a transfer for no consideration (such as a gift), the trustee will be required to sell such shares to a qualified person or entity and distribute to the prohibited owner an amount equal to the lesser of (1) the market price (determined as provided in our charter) of such shares as of the date of the event resulting in the transfer or (2) the net sales proceeds received by the trust for such shares. In either case, any proceeds in excess of the amount distributable to the prohibited transferee or prohibited owner, as applicable, will be distributed to the beneficiary. Prior to a sale of any such shares by the trust, the trustee will be entitled to receive, in trust for the beneficiary, all dividends and other distributions paid by us with respect to such shares, and also will be entitled to exercise all voting rights with respect to such shares.

Subject to Maryland law, effective as of the date that such shares have been transferred to the trust, the trustee shall have the authority (at the trustee’s sole discretion) (1) to rescind as void any vote cast by a prohibited transferee or prohibited owner, as applicable, prior to the discovery by us that such shares have been transferred to the trust and (2) to recast such vote in accordance with the desires of the trustee acting for the benefit of the beneficiary. However, if we have already taken irreversible corporate action, then the trustee shall not have the authority to rescind and recast that vote. Any dividend or other distribution paid to the prohibited transferee or prohibited owner prior to the discovery by us that such shares had been automatically transferred to a trust as described above will be required to be repaid to the trustee upon demand for distribution to the beneficiary. In the event that the transfer to the trust as described above is not automatically effective (for any reason) to prevent violation of the ownership limit or any other limit as provided in our charter or as otherwise permitted by our board of directors, then our charter provides that the transfer of such shares will be void.

In addition, shares of our common stock held in the trust shall be deemed to have been offered for sale to us, or our designee, at a price per share equal to the lesser of (1) the price per share in the transaction that resulted in such transfer to the trust (or, in the case of a devise or gift, the market price at the time of such devise or gift) and (2) the market price on the date we, or our designee, accept such offer. We shall have the right to accept such offer until the trustee has sold the shares of common stock held in the trust. Upon such a sale to us, the interest of the beneficiary in the shares sold shall terminate and the trustee shall distribute the net proceeds of the sale to the prohibited transferee or prohibited owner, and any dividends or other distributions held by the trustee with respect to such shares will be paid to the beneficiary.

If any purported transfer of shares of common stock would cause us to be beneficially owned by fewer than 100 persons, such transfer will be null and void in its entirety and the intended transferee will acquire no rights to the stock.

All certificates representing shares of our common stock will bear a legend referring to the restrictions described above. The foregoing ownership limitations could delay, defer or prevent a transaction or a change in control of our company that might involve a premium price for our common stock or otherwise be in the best interests of stockholders.

As set forth in the Treasury Regulations promulgated under the Code, every owner of a specified percentage (or more) of the outstanding shares of our stock (including both common stock and preferred stock) must file a completed questionnaire with us containing information regarding their ownership of such shares. Under current Treasury Regulations, the percentage will be set between 0.5% and 5.0%, depending upon the number of record holders of our shares of stock. Under our charter, each common

stockholder shall upon demand be required to disclose to us in writing such information as we may request, in good faith, in order to determine the effect, if any, of such common stockholder's actual and constructive ownership of common stock on our status as a REIT and to ensure compliance with the ownership limit, or any other limit as provided in our charter or as otherwise permitted by our board of directors.

The transfer restrictions and limitations described above could delay or prevent a tender offer or change in control of our company or reduce the possibility that a third party will attempt such a transaction, even if a tender offer or a change in control were in our stockholders' best interests or involved a premium price for our stock, which could adversely affect the market price of our common stock or any class or series of our preferred stock.

## **CERTAIN PROVISIONS OF MARYLAND LAW AND OF OUR CHARTER AND BYLAWS**

The following summary of certain provisions of Maryland law and of our charter and bylaws does not purport to be complete and is subject to, and qualified in its entirety by reference to, our charter and bylaws, copies of which are incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and to the MGCL. See “Where You Can Find More Information.”

### **Election and Removal of Directors**

Our charter and bylaws provide that our board of directors may establish the number of directors of our company as long as the number is not fewer than the minimum number required under the MGCL, which is one, nor, unless our bylaws are amended, more than 15.

Pursuant to our charter, each of our directors is elected by our stockholders to serve until the next annual meeting of stockholders following his or her election and until his or her successor is duly elected and qualifies.

Pursuant to our bylaws, directors in uncontested elections are elected upon the affirmative vote of a majority of the total votes cast for and against such nominee at a duly called meeting of stockholders, and directors in contested elections are elected by the affirmative vote of a plurality of the votes cast. In both uncontested and contested elections, holders of shares of our common stock have no right to cumulative voting in the election of directors. Consequently, at each annual meeting of stockholders, the holders of a majority of the shares of our common stock will be able to elect all of our directors.

Under the MGCL and our bylaws, except as otherwise provided in the terms of any class or series of our stock, vacancies on our board of directors created by any reason other than an increase in the number of directors may be filled by a majority of the remaining directors, even if the remaining directors do not constitute a quorum, and any vacancy in the number of directors created by an increase in the number of directors may be filled by a majority vote of the entire board. Any individual elected to fill a vacancy will serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualifies.

Our charter provides that, subject to the rights of holders of shares of one or more classes or series of preferred stock to elect or remove one or more directors, a director may be removed only for cause and by the affirmative vote of stockholders entitled to cast a majority of the votes entitled to be cast generally in the election of directors.

### **Amendment to Charter and Bylaws**

Except as otherwise provided in the MGCL, amendments to our charter must be advised by our board of directors and approved by the affirmative vote of our stockholders entitled to cast a majority of all of the votes entitled to be cast on the matter. Our board of directors generally has the power to amend our bylaws; provided, that, amendments to certain provisions in our bylaws related to a written statement required to be furnished to stockholders in the event of certain distributions, our investment policy and restrictions, an annual report to stockholders and the definitions used in those sections of our bylaws must be approved by the affirmative vote of our stockholders entitled to cast a majority of all of the votes entitled to be cast on the matter. Additionally, our stockholders may alter or repeal any provision of our bylaws and adopt new bylaw provisions with the affirmative vote of a majority of all votes entitled to be cast on the matter pursuant to a binding proposal that is properly submitted by stockholders for approval at a duly called annual meeting or special meeting of stockholders.

### **Maryland Business Combination Act**

Under the MGCL, certain “business combinations” (including certain issuances of equity securities) between a Maryland corporation and any person who beneficially owns, directly or indirectly, ten percent or more of the voting power of the corporation’s outstanding voting stock, or an affiliate or associate of the corporation who beneficially owned, directly or indirectly, ten percent or more of the voting power at any time within the preceding two years, in each case referred to as an “interested stockholder,” or an affiliate thereof, 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 approved by two super-majority stockholder votes unless, among other conditions, the corporation's common stockholders receive a minimum price (as defined in the MGCL) for their shares and the consideration is received in cash or in the same form as previously paid by the interested stockholder for its shares of common stock. The business combination provisions of the MGCL do not apply, however, to business combinations that are approved or exempted by the board of directors prior to the time that the interested stockholder becomes an interested stockholder. These provisions of the MGCL may delay, defer or prevent a transaction or a change of control of our company that might involve a premium price for our common stock or any class or series of our preferred stock, or otherwise be in the best interests of our stockholders.

#### **Maryland Control Share Acquisition Act**

The MGCL provides that holders of "control shares" of a Maryland corporation acquired in a "control share acquisition" have no voting rights except to the extent approved by a vote of two-thirds of the votes entitled to be cast on the matter, excluding shares of stock owned by the acquirer, by officers of the corporation or by employees who are directors of the corporation. "Control shares" are voting shares of stock which, if aggregated with all other such shares of stock previously acquired by the acquiror or in respect of which the acquiror is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquiror to exercise voting power in electing directors within one of the following ranges of voting power: (1) one-tenth or more but less than one-third, (2) one-third or more but less than a majority, or (3) a majority or more of all voting power. Control shares do not include shares the acquiring person 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), may compel the board of directors of the corporation 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.

If voting rights are not approved at the meeting or if the acquiring person does not deliver an acquiring person statement as required by the statute, then, subject to certain conditions and limitations, the corporation may redeem for fair value any and all of the control shares (except those for which voting rights have previously been approved). Fair value is 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 acquiror or, if a meeting of stockholders is held at which the voting rights of such shares are considered and not approved, as of the date of the meeting. If voting rights for control shares are approved at a stockholders meeting and the acquiror becomes entitled to vote a majority of the shares entitled to vote, all other stockholders may exercise appraisal rights, meaning that they may require us to repurchase their shares for their appraised value as determined pursuant to the MGCL. 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 acquiror 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 exempted by the charter or bylaws of the corporation, adopted at any time before the acquisition of the shares.

As permitted by the MGCL, our bylaws contain a provision exempting us from the control share acquisition statute. That bylaw provision states that the control share statute shall not apply to any acquisition by any person of shares of our stock. Our board of directors may, without the consent of any of our stockholders, amend or eliminate this bylaw provision at any time, which means that we would then become subject to the Maryland control share acquisition statute, and there can be no assurance that such provision will not be amended or eliminated by our board of directors 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, 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 be subject to any or all of five provisions, including:

- 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 board of directors;
- a requirement that a vacancy on the board of directors be filled only by a vote of the remaining directors in office and for the remainder of the full term of the class of directors in which the vacancy occurred and until a successor is elected and qualifies; and
- a majority requirement for the calling of a stockholder-requested special meeting of stockholders.

We have not elected to be subject to any of the provisions of Subtitle 8, including the provisions that would permit us to classify our board of directors or increase the vote required to remove a director without stockholder approval. Through provisions in our charter and bylaws unrelated to Subtitle 8, we (1) vest in our board of directors the exclusive power to fix the number of directors and (2) require, unless called by our chairman, our chief executive officer, our president or our board of directors, the request of stockholders entitled to cast not less than a majority of all the votes entitled to be cast at the meeting to call a special meeting of stockholders. The provisions of Subtitle 8 expressly provide that Subtitle 8 does not limit the power of a Maryland corporation, by provision in its charter, to confer on the holders of any class or series of preferred stock the right to elect one or more directors or designate the terms and voting powers of directors, which may vary among directors.

**Special Meetings of Stockholders**

Pursuant to our bylaws, our chairman, our chief executive officer, our president or our board of directors may call a special meeting of our stockholders. Subject to the provisions of our bylaws, a special meeting of our stockholders to act on any matter that may properly be considered by our stockholders will also be called by our secretary upon the written request of stockholders entitled to cast not less than a majority of all the votes entitled to be cast at the meeting on such matter, accompanied by the information required by our bylaws. Our secretary will inform the requesting stockholders of the reasonably estimated cost of preparing and delivering the notice of meeting (including our proxy materials), and the requesting stockholder must pay such estimated cost before our secretary may prepare and deliver the notice of the special meeting.

**Proxy Access**

Our bylaws include provisions permitting, subject to certain eligibility, procedural and disclosure requirements, qualifying stockholders, or a qualifying group of no more than 20 stockholders, who have maintained continuous ownership of at least three percent of our outstanding shares of common stock for at least three years to require us to include in our proxy materials for an annual meeting of stockholders a number of director nominees not to exceed the greater of two nominees or 20 percent of the number of directors up for election.

**Advance Notice of Director Nomination and New Business**

Our bylaws provide that nominations of individuals for election as directors and proposals of business to be considered by stockholders at any annual meeting may be made only (1) pursuant to our notice of the meeting, (2) by or at the direction of our board of directors or (3) by any stockholder who was a stockholder of record as of the record date set by the board for the annual meeting, at the time of giving the notice required by our bylaws and at the time of the meeting, who is entitled to vote at the meeting in the election of each individual so nominated or on such other proposed business and who has complied with the advance notice procedures and, if applicable, the proxy access provisions, of our bylaws. Stockholders generally must

provide notice to our secretary not earlier than the 150th day or later than 5:00 p.m., Pacific Time, on the 120th day before the first anniversary of the date our proxy statement was released for the preceding year's annual meeting.

Only the business specified in the notice of the meeting may be brought before a special meeting of our stockholders. Nominations of individuals for election as directors at a special meeting of stockholders may be made only (1) by or at the direction of our board of directors, (2) by a stockholder that has requested that a special meeting be called for the purpose of electing directors in compliance with our bylaws or (3) if the special meeting has been called in accordance with our bylaws for the purpose of electing directors, by a stockholder who is a stockholder of record as of the record date set by the board for the special meeting, at the time of giving the notice required by our bylaws 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 has complied with the advance notice procedures of our bylaws. Stockholders generally must provide notice to our secretary not earlier than the 120th day before such special meeting or later than 5:00 p.m., Pacific Time, on the later of the 90th day before the special meeting or the tenth day after the first public announcement of the date of the special meeting and the nominees of our board of directors to be elected at the meeting.

A stockholder's notice must contain certain information specified by our bylaws about the stockholder, its affiliates and any proposed business or nominee for election as a director, including information about the economic interest of the stockholder, its affiliates and any proposed nominee in us.

#### **Effect of Certain Provisions of Maryland Law and our Charter and Bylaws**

Our charter contains restrictions on ownership and transfer of our stock intended to, among other purposes, assist us in maintaining our status as a REIT for United States federal and/or state income tax purposes. For example, our charter restricts any person or entity from acquiring actual or constructive ownership of more than 9.8% (by value or by number of shares, whichever is more restrictive) of our outstanding shares of common stock. See "Restrictions on Ownership and Transfers of Stock." These restrictions could delay or prevent a tender offer or change in control of our company or reduce the possibility that a third party will attempt such a transaction, even if a tender offer or a change of control were in our stockholders' interests or involved a premium price for our common stock, which could adversely affect the market price of our common stock.

Our charter authorizes our board of directors to issue preferred stock of our company, including convertible preferred stock, without stockholder approval. The board of directors may establish the terms, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms or conditions of redemption of any class or series of preferred stock we may issue, which may include voting rights and rights to convert such preferred stock into common stock. See "General Description of Preferred Stock." The issuance of preferred stock could delay or prevent a tender offer or change in control of our company or reduce the possibility that a third party will attempt such a transaction, even if a tender offer or a change of control were in our stockholders' interests or involved a premium price for our common stock or any class or series of our preferred stock, which could adversely affect the market price of our common stock and any such class or series of preferred stock.

Our charter and bylaws also provide that the number of directors may be established only by our board of directors, which prevents our stockholders from increasing the number of our directors and filling any vacancies created by such increase with their own nominees. The provisions of our bylaws discussed above under the captions "— Special Meetings of Stockholders" and "— Advance Notice of Director Nomination and New Business" require stockholders seeking to call a special meeting, nominate an individual for election as a director or propose other business at an annual or special meeting to comply with certain notice and information requirements. These provisions, alone or in combination, could make it more difficult for our stockholders to remove incumbent directors or fill vacancies on our board of directors with their own nominees and could delay or prevent a proxy contest, tender offer or change in control of our company or reduce the possibility that a third party will attempt such a contest or transaction, even if a proxy contest, tender offer or a change of control were in our stockholders' interests or involved a premium price for our common stock or any class or series of our preferred stock, which could adversely affect the market price of our common stock and any such class or series of preferred stock.

## UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of certain material U.S. federal income tax considerations regarding our election to be taxed as a REIT and the acquisition, ownership and disposition of our capital stock or debt securities. Supplemental U.S. federal income tax considerations relevant to holders of the securities offered by this prospectus (including warrants, preferred stock and depository shares) may be provided in the prospectus supplement or a free writing prospectus that relates to those securities or a document incorporated by reference in the prospectus supplement. For purposes of this discussion, references to “we,” “our” and “us” mean only Realty Income Corporation and do not include any of its subsidiaries, except as otherwise indicated. This discussion is for general information only and is not tax advice. The information under this caption “United States Federal Income Tax Considerations” may be amended, supplemented or superseded (in whole or in part) from time to time by information in documents we subsequently file with the SEC that are incorporated by reference in this prospectus.

The information in this discussion is based on:

- the Code;
- current, temporary and proposed Treasury Regulations promulgated under the Code;
- the legislative history of the Code;
- administrative interpretations and practices of the IRS; and
- court decisions;

in each case, as of the date of this prospectus. In addition, the administrative interpretations and practices of the IRS include its practices and policies as expressed in private letter rulings that are not binding on the IRS except with respect to the particular taxpayers who requested and received those rulings. The sections of the Code and the corresponding Treasury Regulations that relate to qualification and taxation as a REIT are highly technical and complex. The following discussion sets forth certain material aspects of the sections of the Code that govern the U.S. federal income tax treatment of a REIT, its stockholders and the holders of its debt securities. This discussion is qualified in its entirety by the applicable Code provisions, Treasury Regulations promulgated under the Code, and administrative and judicial interpretations thereof. Potential tax reforms may result in significant changes to the rules governing U.S. federal income taxation. New legislation, Treasury Regulations, administrative interpretations and practices and/or court decisions may significantly and adversely affect our ability to qualify as a REIT, the U.S. federal income tax consequences of such qualification, or the U.S. federal income tax consequences of an investment in our capital stock or debt securities, including those described in this discussion. Moreover, the law relating to the tax treatment of other entities, or an investment in other entities, could change, making an investment in such other entities more attractive relative to an investment in a REIT. Any such changes could apply retroactively to transactions preceding the date of the change. We have not requested, and do not plan to request, any rulings from the IRS that we qualify as a REIT, and the statements in this prospectus are not binding on the IRS or any court. Thus, we can provide no assurance that the tax considerations contained in this discussion will not be challenged by the IRS or will be sustained by a court if challenged by the IRS. This summary does not discuss any state, local or non-U.S. tax consequences, or any tax consequences arising under any U.S. federal tax laws other than U.S. federal income tax laws, associated with the acquisition, ownership or disposition of our capital stock or debt securities, or our election to be taxed as a REIT.

**You are urged to consult your tax advisor regarding the tax consequences to you of:**

- **the acquisition, ownership and disposition of our capital stock or debt securities, including the U.S. federal, state, local, non-U.S. and other tax consequences;**
- **our election to be taxed as a REIT for U.S. federal income tax purposes; and**
- **potential changes in applicable tax laws.**

### Taxation of Our Company

**General.** We have elected to be taxed as a REIT under Sections 856 through 860 of the Code, commencing with our taxable year ended December 31, 1994. We believe that we have been organized and

have operated in a manner that has allowed us to qualify for taxation as a REIT under the Code commencing with such taxable year, and we intend to continue to be organized and operate in this manner. However, qualification and taxation as a REIT depend upon our ability to meet the various qualification tests imposed under the Code, including through actual operating results, asset composition, distribution levels and diversity of stock ownership. Accordingly, no assurance can be given that we have been organized and have operated, or will continue to be organized and operate, in a manner so as to qualify or remain qualified as a REIT. See “— Failure to Qualify” for potential tax consequences if we fail to qualify as a REIT.

Latham & Watkins LLP has acted as our tax counsel in connection with our filing of this prospectus and our election to be taxed as a REIT. Latham & Watkins LLP has rendered an opinion to us, as of the date of this prospectus, to the effect that, commencing with our taxable year ending December 31, 1994, we have been organized and have operated in conformity with the requirements for qualification and taxation as a REIT under the Code, and our proposed method of operation will enable us to continue to meet the requirements for qualification and taxation as a REIT under the Code. It must be emphasized that this opinion was based on various assumptions and representations as to factual matters, including representations made by us in a factual certificate provided by one of our officers. In addition, this opinion was based upon our factual representations set forth in this prospectus. Moreover, our qualification and taxation as a REIT depend upon our ability to meet the various qualification tests imposed under the Code, which are discussed below, including through actual operating results, asset composition, distribution levels and diversity of stock ownership, the results of which have not been and will not be reviewed by Latham & Watkins LLP. Accordingly, no assurance can be given that our actual results of operations for any particular taxable year have satisfied or will satisfy those requirements. Further, the anticipated U.S. federal income tax treatment described herein may be changed, perhaps retroactively, by legislative, administrative or judicial action at any time. Latham & Watkins LLP has no obligation to update its opinion subsequent to the date of such opinion.

Provided we qualify for taxation as a REIT, we generally will not be required to pay U.S. federal corporate income taxes on our REIT taxable income that is currently distributed to our stockholders. This treatment substantially eliminates the “double taxation” that ordinarily results from investment in a C corporation. A C corporation is a corporation that generally is required to pay tax at the corporate level. Double taxation means taxation once at the corporate level when income is earned and once again at the stockholder level when the income is distributed. We will, however, be required to pay U.S. federal income tax as follows:

- First, we will be required to pay regular U.S. federal corporate income tax on any undistributed REIT taxable income, including undistributed capital gain.
- Second, if we have (1) net income from the sale or other disposition of “foreclosure property” held primarily for sale to customers in the ordinary course of business or (2) other nonqualifying income from foreclosure property, we will be required to pay regular U.S. federal corporate income tax on this income. To the extent that income from foreclosure property is otherwise qualifying income for purposes of the 75% gross income test, this tax is not applicable. Subject to certain other requirements, foreclosure property generally is defined as property we acquired through foreclosure or after a default on a loan secured by the property or a lease of the property. See “— Foreclosure Property.”
- Third, we will be required to pay a 100% tax on any net income from prohibited transactions. Prohibited transactions are, in general, sales or other taxable dispositions of property, other than foreclosure property, held as inventory or primarily for sale to customers in the ordinary course of business.
- Fourth, if we fail to satisfy the 75% gross income test or the 95% gross income test, as described below, but have otherwise maintained our qualification as a REIT because certain other requirements are met, we will be required to pay a tax equal to (1) the greater of (A) the amount by which we fail to satisfy the 75% gross income test and (B) the amount by which we fail to satisfy the 95% gross income test, multiplied by (2) a fraction intended to reflect our profitability.
- Fifth, if we fail to satisfy any of the asset tests (other than a de minimis failure of the 5% or 10% asset test), as described below, due to reasonable cause and not due to willful neglect, and we nonetheless maintain our REIT qualification because of specified cure provisions, we will be required



to pay a tax equal to the greater of \$50,000 or the U.S. federal corporate income tax rate multiplied by the net income generated by the nonqualifying assets that caused us to fail such test.

- Sixth, if we fail to satisfy any provision of the Code that would result in our failure to qualify as a REIT (other than a violation of the gross income tests or certain violations of the asset tests, as described below) and the violation is due to reasonable cause and not due to willful neglect, we may retain our REIT qualification but we will be required to pay a penalty of \$50,000 for each such failure.
- Seventh, we will be required to pay a 4% excise tax to the extent we fail to distribute during each calendar year at least the sum of (1) 85% of our ordinary income for the year, (2) 95% of our capital gain net income for the year, and (3) any undistributed taxable income from prior periods.
- Eighth, if we acquire any asset from a corporation that is or has been a C corporation in a transaction in which our tax basis in the asset is less than the fair market value of the asset, in each case determined as of the date on which we acquired the asset, and we subsequently recognize gain on the disposition of the asset during the five-year period beginning on the date on which we acquired the asset, then we generally will be required to pay regular U.S. federal corporate income tax on this gain to the extent of the excess of (1) the fair market value of the asset over (2) our adjusted tax basis in the asset, in each case determined as of the date on which we acquired the asset. The results described in this paragraph with respect to the recognition of gain assume that the C corporation will refrain from making an election to receive different treatment under applicable Treasury Regulations on its tax return for the year in which we acquire the asset from the C corporation. Under applicable Treasury Regulations, any gain from the sale of property we acquired in an exchange under Section 1031 (a like-kind exchange) or Section 1033 (an involuntary conversion) of the Code generally is excluded from the application of this built-in gains tax.
- Ninth, our subsidiaries that are C corporations and are not qualified REIT subsidiaries, including our “taxable REIT subsidiaries” described below, generally will be required to pay regular U.S. federal corporate income tax on their earnings.
- Tenth, we will be required to pay a 100% tax on any “redetermined rents,” “redetermined deductions,” “excess interest” or “redetermined TRS service income,” as described below under “— Penalty Tax.” In general, redetermined rents are rents from real property that are overstated as a result of services furnished to any of our tenants by a taxable REIT subsidiary of ours. Redetermined deductions and excess interest generally represent amounts that are deducted by a taxable REIT subsidiary of ours for amounts paid to us that are in excess of the amounts that would have been deducted based on arm’s length negotiations. Redetermined TRS service income generally represents income of a taxable REIT subsidiary that is understated as a result of services provided to us or on our behalf.
- Eleventh, we may elect to retain and pay income tax on our net capital gain. In that case, a stockholder would include its proportionate share of our undistributed capital gain (to the extent we make a timely designation of such gain to the stockholder) in its income, would be deemed to have paid the tax that we paid on such gain, and would be allowed a credit for its proportionate share of the tax deemed to have been paid, and an adjustment would be made to increase the tax basis of the stockholder in our capital stock.
- Twelfth, if we fail to comply with the requirement to send annual letters to our stockholders holding at least a certain percentage of our stock, as determined under applicable Treasury Regulations, requesting information regarding the actual ownership of our stock, and the failure is not due to reasonable cause or is due to willful neglect, we will be subject to a \$25,000 penalty, or if the failure is intentional, a \$50,000 penalty.

We and our subsidiaries may be subject to a variety of taxes other than U.S. federal income tax, including payroll taxes and state and local income, property and other taxes on our assets and operations.

From time to time, we may own properties in other countries, which may impose taxes on our operations within their jurisdictions. To the extent possible, we will structure our activities to minimize our non-U.S. tax liability. However, there can be no assurance that we will be able to eliminate our non-U.S. tax liability or

reduce it to a specified level. Furthermore, as a REIT, both we and our stockholders will derive little or no benefit from foreign tax credits arising from those non-U.S. taxes.

**Requirements for Qualification as a REIT.** The Code defines a REIT as a corporation, trust or association:

- (1) that is managed by one or more trustees or directors;
- (2) that issues transferable shares or transferable certificates to evidence its beneficial ownership;
- (3) that would be taxable as a domestic corporation, but for Sections 856 through 860 of the Code;
- (4) that is not a financial institution or an insurance company within the meaning of certain provisions of the Code;
- (5) that is beneficially owned by 100 or more persons;
- (6) not more than 50% in value of the outstanding stock of which is owned, actually or constructively, by five or fewer individuals, including certain specified entities, during the last half of each taxable year; and
- (7) that meets other tests, described below, regarding the nature of its income and assets and the amount of its distributions.

The Code provides that conditions (1) to (4), inclusive, must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. Conditions (5) and (6) do not apply until after the first taxable year for which an election is made to be taxed as a REIT. For purposes of condition (6), the term “individual” includes a supplemental unemployment compensation benefit plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes, but generally does not include a qualified pension plan or profit sharing trust.

We believe that we have been organized and have operated in a manner that has allowed us, and will continue to allow us, to satisfy conditions (1) through (7) inclusive, during the relevant time periods. In addition, our charter provides for restrictions regarding ownership and transfer of our shares that are intended to assist us in continuing to satisfy the share ownership requirements described in conditions (5) and (6) above. A description of the share ownership and transfer restrictions relating to our capital stock is contained in the discussion in this prospectus under the heading “Restrictions on Ownership and Transfers of Stock.” These restrictions, however, do not ensure that we have previously satisfied, and may not ensure that we will, in all cases, be able to continue to satisfy, the share ownership requirements described in conditions (5) and (6) above. If we fail to satisfy these share ownership requirements, then except as provided in the next sentence, our status as a REIT will terminate. If, however, we comply with the rules contained in applicable Treasury Regulations that require us to ascertain the actual ownership of our shares and we do not know, or would not have known through the exercise of reasonable diligence, that we failed to meet the requirement described in condition (6) above, we will be treated as having met this requirement. See “—Failure to Qualify.”

In addition, we may not maintain our status as a REIT unless our taxable year is the calendar year. We have and will continue to have a calendar taxable year.

**Ownership of Interests in Partnerships, Limited Liability Companies and Qualified REIT Subsidiaries.** In the case of a REIT that is a partner in a partnership (for purposes of this discussion, references to “partnership” include a limited liability company treated as a partnership for U.S. federal income tax purposes, and references to “partner” include a member in such a limited liability company), Treasury Regulations provide that the REIT will be deemed to own its proportionate share of the assets of the partnership based on its interest in partnership capital, subject to special rules relating to the 10% asset test described below. Also, the REIT will be deemed to be entitled to its proportionate share of the income of that entity. The assets and gross income of the partnership retain the same character in the hands of the REIT for purposes of Section 856 of the Code, including satisfying the gross income tests and the asset tests. Thus, our pro rata share of the assets and items of income of any partnership or disregarded entity for U.S.

federal income tax purposes in which we directly or indirectly own an interest is treated as our assets and items of income for purposes of applying the requirements described in this discussion, including the gross income and asset tests described below. A brief summary of the rules governing the U.S. federal income taxation of partnerships is set forth below in “— Tax Aspects of the Subsidiary Partnerships and the Limited Liability Companies.”

We generally have control of our subsidiary partnerships and intend to operate them in a manner consistent with the requirements for our qualification as a REIT. We may from time to time be a limited partner or non-managing member in some of our partnerships. If a partnership in which we own an interest takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity. In addition, it is possible that a partnership could take an action which could cause us to fail a gross income or asset test, and that we would not become aware of such action in time to dispose of our interest in the partnership or take other corrective action on a timely basis. In such a case, we could fail to qualify as a REIT unless we were entitled to relief, as described below.

We may from time to time own and operate certain properties through wholly-owned subsidiaries that we intend to be treated as “qualified REIT subsidiaries” under the Code. A corporation (or other entity treated as a corporation for U.S. federal income tax purposes) 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 “taxable REIT subsidiary,” as described below. A qualified REIT subsidiary is not treated as a separate corporation, and all assets, liabilities and items of income, gain, loss, deduction and credit of a qualified REIT subsidiary are treated as assets, liabilities and items of income, gain, loss, deduction and credit of the parent REIT for all purposes under the Code, including all REIT qualification tests. Thus, in applying the U.S. federal income tax requirements described in this discussion, any qualified REIT subsidiaries we own are ignored, and all assets, liabilities and items of income, gain, loss, deduction and credit of such corporations are treated as our assets, liabilities and items of income, gain, loss, deduction and credit. A qualified REIT subsidiary is not subject to U.S. federal income tax, and our ownership of the stock of a qualified REIT subsidiary will not violate the restrictions on ownership of securities, as described below under “—Asset Tests.”

***Ownership of Interests in Taxable REIT Subsidiaries.*** We currently own an interest in a number of taxable REIT subsidiaries and may acquire securities in additional taxable REIT subsidiaries in the future. A taxable REIT subsidiary is a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) 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 taxable REIT subsidiary. If a taxable REIT subsidiary 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 taxable REIT subsidiary. Other than some activities relating to lodging and health care facilities, a taxable REIT subsidiary may generally engage in any business, including the provision of customary or non-customary services to tenants of its parent REIT. A taxable REIT subsidiary is subject to U.S. federal income tax as a regular C corporation. A REIT is not treated as holding the assets of a taxable REIT subsidiary or as receiving any income that the taxable REIT subsidiary earns. Rather, the stock issued by the taxable REIT subsidiary is an asset in the hands of the REIT, and the REIT generally recognizes as income the dividends, if any, that it receives from the taxable REIT subsidiary. A REIT’s ownership of securities of a taxable REIT subsidiary is not subject to the 5% or 10% asset test described below. See “— Asset Tests.” For taxable years beginning after December 31, 2017, taxpayers are subject to a limitation on their ability to deduct net business interest generally equal to 30% of adjusted taxable income, subject to certain exceptions. For any taxable year beginning in 2019 or 2020, the 30% limitation has been increased to a 50% limitation, provided that for partnerships the 50% limitation applies for any taxable year beginning in 2020 only. Taxpayers may elect to use their 2019 adjusted taxable income for purposes of computing their 2020 limitation. See “— Annual Distribution Requirements.” While not certain, this provision may limit the ability of our taxable REIT subsidiaries to deduct interest, which could increase their taxable income.

***Income Tests.*** We must satisfy two gross income requirements annually to maintain our qualification as a REIT. First, in each taxable year we must derive directly or indirectly at least 75% of our gross income (excluding gross income from prohibited transactions, certain hedging transactions and certain foreign

currency gains) from investments relating to real property or mortgages on real property, including “rents from real property,” dividends from other REITs and, in certain circumstances, interest, or certain types of temporary investments. Second, in each taxable year we must derive at least 95% of our gross income (excluding gross income from prohibited transactions, certain hedging transactions, and certain foreign currency gains) from the real property investments described above or dividends, interest and gain from the sale or disposition of stock or securities, or from any combination of the foregoing. For these purposes, the term “interest” generally does not include any amount received or accrued, directly or indirectly, if the determination of all or some of the amount depends in any way on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term “interest” solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Rents we receive from a tenant will qualify as “rents from real property” for the purpose of satisfying the gross income requirements for a REIT described above only if all of the following conditions are met:

- The amount of rent is not based in whole or in part on the income or profits of any person. However, an amount we receive or accrue generally will not be excluded from the term “rents from real property” solely because it is based on a fixed percentage or percentages of receipts or sales or if it is based on the net income of a tenant which derives substantially all of its income with respect to such property from subleasing of substantially all of such property, to the extent that the rents paid by the subtenants would qualify as rents from real property if we earned such amounts directly;
- Neither we nor an actual or constructive owner of 10% or more of our capital stock actually or constructively owns 10% or more of the interests in the assets or net profits of a non-corporate tenant, or, if the tenant is a corporation, 10% or more of the total combined voting power of all classes of stock entitled to vote or 10% or more of the total value of all classes of stock of the tenant. Rents we receive from such a tenant that is a taxable REIT subsidiary of ours, however, will not be excluded from the definition of “rents from real property” as a result of this condition if at least 90% of the space at the property to which the rents relate is leased to third parties, and the rents paid by the taxable REIT subsidiary are substantially comparable to rents paid by our other tenants for comparable space. Whether rents paid by a taxable REIT subsidiary are substantially comparable to rents paid by other tenants is determined at the time the lease with the taxable REIT subsidiary is entered into, extended, and modified, if such modification increases the rents due under such lease. Notwithstanding the foregoing, however, if a lease with a “controlled taxable REIT subsidiary” is modified and such modification results in an increase in the rents payable by such taxable REIT subsidiary, any such increase will not qualify as “rents from real property.” For purposes of this rule, a “controlled taxable REIT subsidiary” is a taxable REIT subsidiary in which the parent REIT owns stock possessing more than 50% of the voting power or more than 50% of the total value of the outstanding stock of such taxable REIT subsidiary;
- Rent attributable to personal property, leased in connection with a lease of real property, is not greater than 15% of the total rent received under the lease. If this condition is not met, then the portion of the rent attributable to personal property will not qualify as “rents from real property.” To the extent that rent attributable to personal property, leased in connection with a lease of real property, exceeds 15% of the total rent received under the lease, we may transfer a portion of such personal property to a taxable REIT subsidiary; and
- We generally may not operate or manage the property or furnish or render services to our tenants, subject to a 1% de minimis exception and except as provided below. We may, however, perform services that are “usually or customarily rendered” in connection with the rental of space for occupancy only and are not otherwise considered “rendered to the occupant” of the property. Examples of these services include the provision of light, heat, or other utilities, trash removal and general maintenance of common areas. In addition, we may employ an independent contractor from whom we derive no revenue to provide customary services to our tenants, or a taxable REIT subsidiary (which may be wholly or partially owned by us) to provide both customary and non-customary services to our tenants without causing the rent we receive from those tenants to fail to qualify as “rents from real property.”

We generally do not intend to take actions we believe will cause us to fail to satisfy the rental conditions described above. However, we may intentionally fail to satisfy some of these conditions to the extent we

determine, based on the advice of our tax counsel, that the failure will not jeopardize our tax status as a REIT. In addition, with respect to the limitation on the rental of personal property, we generally have not obtained appraisals of the real property and personal property leased to tenants. Accordingly, there can be no assurance that the IRS will not disagree with our determinations of value.

From time to time, we may enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps, and floors, options to purchase these items, and futures and forward contracts. Income from a hedging transaction, including gain from the sale or disposition of such a transaction, that is clearly identified as a hedging transaction as specified in the Code will not constitute gross income under, and thus will be exempt from, the 75% and 95% gross income tests. The term “hedging transaction,” as used above, generally means (A) any transaction we enter into in the normal course of our business primarily to manage risk of (1) interest rate changes or fluctuations with respect to borrowings made or to be made by us to acquire or carry real estate assets, or (2) currency fluctuations with respect to an item of qualifying income under the 75% or 95% gross income test or any property which generates such income and (B) new transactions entered into to hedge the income or loss from prior hedging transactions, where the property or indebtedness which was the subject of the prior hedging transaction was extinguished or disposed of. To the extent that we do not properly identify such transactions as hedges or we hedge with other types of financial instruments, the income from those transactions is not likely to be treated as qualifying income for purposes of the gross income tests. We intend to structure any hedging transactions in a manner that does not jeopardize our status as a REIT.

From time to time we may own properties or entities located outside the United States. These acquisitions could cause us to incur foreign currency gains or losses. Any foreign currency gains, to the extent attributable to specified items of qualifying income or gain, or specified qualifying assets, however, generally will not constitute gross income for purposes of the 75% and 95% gross income tests, and therefore will be excluded from these tests.

To the extent our taxable REIT subsidiaries pay dividends or interest, our allocable share of such dividend or interest income will qualify under the 95%, but not the 75%, gross income test (except that our allocable share of such interest would also qualify under the 75% gross income test to the extent the interest is paid on a loan that is adequately secured by real property).

We will monitor the amount of the dividend and other income from our taxable REIT subsidiaries and will take actions intended to keep this income, and any other nonqualifying income, within the limitations of the gross income tests. Although we expect these actions will be sufficient to prevent a violation of the gross income tests, we cannot guarantee that such actions will in all cases prevent such a violation.

If we fail to satisfy one or both of the 75% or 95% gross income tests for any taxable year, we may nevertheless qualify as a REIT for the year if we are entitled to relief under certain provisions of the Code. We generally may make use of the relief provisions if:

- following our identification of the failure to meet the 75% or 95% gross income tests for any taxable year, we file a schedule with the IRS setting forth each item of our gross income for purposes of the 75% or 95% gross income tests for such taxable year in accordance with Treasury Regulations to be issued; and
- our failure to meet these tests was due to reasonable cause and not due to willful neglect.

It is not possible, however, to state whether in all circumstances we would be entitled to the benefit of these relief provisions. For example, if we fail to satisfy the gross income tests because nonqualifying income that we intentionally accrue or receive exceeds the limits on nonqualifying income, the IRS could conclude that our failure to satisfy the tests was not due to reasonable cause. If these relief provisions do not apply to a particular set of circumstances, we will not qualify as a REIT. See “— Failure to Qualify” below. As discussed above in — General,” even if these relief provisions apply, and we retain our status as a REIT, a tax would be imposed with respect to our nonqualifying income. We may not always be able to comply with the gross income tests for REIT qualification despite periodic monitoring of our income.

***Prohibited Transaction Income.*** Any gain that we realize on the sale of property (other than any foreclosure property) held as inventory or otherwise held primarily for sale to customers in the ordinary

course of business, including any gain realized by our qualified REIT subsidiaries and our share of any gain realized by any of the partnerships in which we own an interest, will be treated as income from a prohibited transaction that is subject to a 100% penalty tax, unless certain safe harbor exceptions apply. This prohibited transaction income may also adversely affect our ability to satisfy the gross income tests for qualification as a REIT. Under existing law, whether property is held as inventory or primarily for sale to customers in the ordinary course of a trade or business is a question of fact that depends on all the facts and circumstances surrounding the particular transaction. We intend to hold our properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing and owning our properties and to make occasional sales of the properties as are consistent with our investment objectives. We do not intend, and do not intend to permit any of the partnerships in which we own an interest, to enter into any sales that are prohibited transactions. However, the IRS may successfully contend that some or all of the sales made by us or our subsidiary partnerships are prohibited transactions. We would be required to pay the 100% penalty tax on our allocable share of the gains resulting from any such sales. The 100% penalty tax will not apply to gains from the sale of assets that are held through a taxable REIT subsidiary, but such income will be subject to regular U.S. federal corporate income tax.

**Penalty Tax.** Any redetermined rents, redetermined deductions, excess interest or redetermined TRS service income we generate will be subject to a 100% penalty tax. In general, redetermined rents are rents from real property that are overstated as a result of any services furnished to any of our tenants by a taxable REIT subsidiary of ours, redetermined deductions and excess interest represent any amounts that are deducted by a taxable REIT subsidiary of ours for amounts paid to us that are in excess of the amounts that would have been deducted based on arm's length negotiations, and redetermined TRS service income is income of a taxable REIT subsidiary that is understated as a result of services provided to us or on our behalf. Rents we receive will not constitute redetermined rents if they qualify for certain safe harbor provisions contained in the Code.

We do not believe we have been, and do not expect to be, subject to this penalty tax, although any rental or service arrangements we enter into from time to time may not satisfy the safe-harbor provisions described above. These determinations are inherently factual, and the IRS has broad discretion to assert that amounts paid between related parties should be reallocated to clearly reflect their respective incomes. If the IRS successfully made such an assertion, we would be required to pay a 100% penalty tax on any overstated rents paid to us, or any excess deductions or understated income of our taxable REIT subsidiaries.

**Asset Tests.** At the close of each calendar quarter of our taxable year, we must also satisfy certain tests relating to the nature and diversification of our assets. First, at least 75% of the value of our total assets must be represented by real estate assets, cash, cash items and U.S. government securities. For purposes of this test, the term "real estate assets" generally means real property (including interests in real property and interests in mortgages on real property or on both real property and, to a limited extent, personal property), shares (or transferable certificates of beneficial interest) in other REITs, any stock or debt instrument attributable to the investment of the proceeds of a stock offering or a public offering of debt with a term of at least five years (but only for the one-year period beginning on the date the REIT receives such proceeds), debt instruments of publicly offered REITs, and personal property leased in connection with a lease of real property for which the rent attributable to personal property is not greater than 15% of the total rent received under the lease.

Second, not more than 25% of the value of our total assets may be represented by securities (including securities of taxable REIT subsidiaries), other than those securities includable in the 75% asset test.

Third, of the investments included in the 25% asset class, and except for certain investments in other REITs, our qualified REIT subsidiaries and taxable REIT subsidiaries, the value of any one issuer's securities may not exceed 5% of the value of our total assets, and we may not own more than 10% of the total vote or value of the outstanding securities of any one issuer. Certain types of securities we may own are disregarded as securities solely for purposes of the 10% value test, including, but not limited to, securities satisfying the "straight debt" safe harbor, securities issued by a partnership that itself would satisfy the 75% income test if it were a REIT, any loan to an individual or an estate, any obligation to pay rents from real property and any security issued by a REIT. In addition, solely for purposes of the 10% value test, the determination of our interest in the assets of a partnership in which we own an interest will be based on our proportionate interest in any securities issued by the partnership, excluding for this purpose certain securities described in

the Code. From time to time we may own securities (including debt securities) of issuers that do not qualify as a REIT, a qualified REIT subsidiary or a taxable REIT subsidiary. We intend that our ownership of any such securities will be structured in a manner that allows us to comply with the asset tests described above.

Fourth, not more than 20% (25% for taxable years beginning after July 30, 2008 and before January 1, 2018) of the value of our total assets may be represented by the securities of one or more taxable REIT subsidiaries. We currently own 100% of the stock of certain corporations that have elected, together with us, to be treated as our taxable REIT subsidiaries, and we may acquire securities in additional taxable REIT subsidiaries in the future. So long as each of these companies qualifies as a taxable REIT subsidiary of ours, we will not be subject to the 5% asset test, the 10% voting securities limitation or the 10% value limitation with respect to our ownership of the securities of such companies. We believe that the aggregate value of our taxable REIT subsidiaries has not exceeded, and in the future will not exceed, 20% (25% for taxable years beginning after July 30, 2008 and before January 1, 2018) of the aggregate value of our gross assets. We generally do not obtain independent appraisals to support these conclusions. In addition, there can be no assurance that the IRS will not disagree with our determinations of value.

Fifth, not more than 25% of the value of our total assets may be represented by debt instruments of publicly offered REITs to the extent those debt instruments would not be real estate assets but for the inclusion of debt instruments of publicly offered REITs in the meaning of real estate assets, as described above (e.g., a debt instrument issued by a publicly offered REIT that is not secured by a mortgage on real property).

The asset tests must be satisfied at the close of each calendar quarter of our taxable year in which we (directly or through our qualified REIT subsidiaries or partnerships) acquire securities in the applicable issuer, and also at the close of each calendar quarter in which we increase our ownership of securities of such issuer (including as a result of an increase in our interest in any partnership that owns such securities). For example, our indirect ownership of securities of each issuer may increase as a result of our capital contributions to, or the redemption of other partners' interests in, a partnership in which we have an ownership interest. Also, after initially meeting the asset tests at the close of any quarter, we will not lose our status as a REIT for failure to satisfy the asset tests at the end of a later quarter solely by reason of changes in asset values. If we fail to satisfy an asset test because we acquire securities or other property during a quarter (including as a result of an increase in our interest in any partnership), we may cure this failure by disposing of sufficient nonqualifying assets within 30 days after the close of that quarter. We believe that we have maintained, and we intend to maintain, adequate records of the value of our assets to ensure compliance with the asset tests. If we fail to cure any noncompliance with the asset tests within the 30-day cure period, we would cease to qualify as a REIT unless we are eligible for certain relief provisions discussed below.

Certain relief provisions may be available to us if we discover a failure to satisfy the asset tests described above after the 30-day cure period. Under these provisions, we will be deemed to have met the 5% and 10% asset tests if the value of our nonqualifying assets (i) does not exceed the lesser of (a) 1% of the total value of our assets at the end of the applicable quarter or (b) \$10,000,000, and (ii) we dispose of the nonqualifying assets or otherwise satisfy such tests within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury Regulations to be issued. For violations of any of the asset tests due to reasonable cause and not due to willful neglect and that are, in the case of the 5% and 10% asset tests, in excess of the de minimis exception described above, we may avoid disqualification as a REIT after the 30-day cure period by taking steps including (i) the disposition of sufficient nonqualifying assets, or the taking of other actions, which allow us to meet the asset tests within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury Regulations to be issued, (ii) paying a tax equal to the greater of (a) \$50,000 or (b) the U.S. federal corporate income tax rate multiplied by the net income generated by the nonqualifying assets, and (iii) disclosing certain information to the IRS.

Although we believe we have satisfied the asset tests described above and plan to take steps to ensure that we satisfy such tests for any quarter with respect to which retesting is to occur, there can be no assurance that we will always be successful, or will not require a reduction in our overall interest in an issuer (including

in a taxable REIT subsidiary). If we fail to cure any noncompliance with the asset tests in a timely manner, and the relief provisions described above are not available, we would cease to qualify as a REIT. See “—Failure to Qualify.”

**Annual Distribution Requirements.** To maintain our qualification as a REIT, we are required to distribute dividends, other than capital gain dividends, to our stockholders each year in an amount at least equal to the sum of:

- 90% of our REIT taxable income; and
- 90% of our after-tax net income, if any, from foreclosure property; minus
- the excess of the sum of certain items of non-cash income over 5% of our REIT taxable income.

For these purposes, our REIT taxable income is computed without regard to the dividends paid deduction and our net capital gain. In addition, for purposes of this test, non-cash income generally means income attributable to leveled stepped rents, original issue discount, cancellation of indebtedness, or a like-kind exchange that is later determined to be taxable.

In addition, our REIT taxable income will be reduced by any taxes we are required to pay on any gain we recognize from the disposition of any asset we acquired from a corporation that is or has been a C corporation in a transaction in which our tax basis in the asset is less than the fair market value of the asset, in each case determined as of the date on which we acquired the asset, within the five-year period following our acquisition of such asset, as described above under “— General.”

For taxable years beginning after December 31, 2017, and except as provided below, a taxpayer’s deduction for net business interest expense will generally be limited to 30% of its taxable income, as adjusted for certain items of income, gain, deduction or loss. For any taxable year beginning in 2019 or 2020, the 30% limitation has been increased to a 50% limitation, provided that for partnerships the 50% limitation applies for any taxable year beginning in 2020 only. Taxpayers may elect to use their 2019 adjusted taxable income for purposes of computing their 2020 limitation. Any business interest deduction that is disallowed due to this limitation may be carried forward to future taxable years, subject to special rules applicable to partnerships. If we or any of our subsidiary partnerships are subject to this interest expense limitation, our REIT taxable income for a taxable year may be increased. Taxpayers that conduct certain real estate businesses may elect not to have this interest expense limitation apply to them, provided that they use an alternative depreciation system to depreciate certain property. We believe that we or any of our subsidiary partnerships that are subject to this interest expense limitation will be eligible to make this election. If such election is made, although we or such subsidiary partnership, as applicable, would not be subject to the interest expense limitation described above, depreciation deductions may be reduced and, as a result, our REIT taxable income for a taxable year may be increased.

We generally must pay, or be treated as paying, the distributions described above in the taxable year to which they relate. At our election, a distribution will be treated as paid in a taxable year if it is declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after such declaration, provided such payment is made during the 12-month period following the close of such year. These distributions are treated as received by our stockholders in the year in which they are paid. This is so even though these distributions relate to the prior year for purposes of the 90% distribution requirement. In order to be taken into account for purposes of our distribution requirement, except as provided below, the amount distributed must not be preferential — i.e., every stockholder of the class of stock to which a distribution is made must be treated the same as every other stockholder of that class, and no class of stock may be treated other than according to its dividend rights as a class. This preferential dividend limitation will not apply to distributions made by us, provided we qualify as a “publicly offered REIT.” We believe that we are, and expect we will continue to be, a “publicly offered REIT.” To the extent that we do not distribute all of our net capital gain, or distribute at least 90%, but less than 100%, of our REIT taxable income, as adjusted, we will be required to pay regular U.S. federal corporate income tax on the undistributed amount. We believe that we have made, and we intend to continue to make, timely distributions sufficient to satisfy these annual distribution requirements and to minimize our corporate tax obligations.

We expect that our REIT taxable income will be less than our cash flow because of depreciation and other non-cash charges included in computing REIT taxable income. Accordingly, we anticipate that we



generally will have sufficient cash or liquid assets to enable us to satisfy the distribution requirements described above. However, from time to time, we may not have sufficient cash or other liquid assets to meet these distribution requirements due to timing differences between the actual receipt of income and actual payment of deductible expenses, and the inclusion of income and deduction of expenses in determining our taxable income. In addition, we may decide to retain our cash, rather than distribute it, in order to repay debt or for other reasons. If these timing differences occur, we may borrow funds to pay dividends or pay dividends in the form of taxable stock distributions in order to meet the distribution requirements, while preserving our cash.

Under some circumstances, we may be able to rectify an inadvertent failure to meet the 90% distribution requirement for a year by paying “deficiency dividends” to our stockholders in a later year, which may be included in our deduction for dividends paid for the earlier year. In that case, we may be able to avoid being taxed on amounts distributed as deficiency dividends, subject to the 4% excise tax described below. However, we will be required to pay interest to the IRS based upon the amount of any deduction claimed for deficiency dividends. While the payment of a deficiency dividend will apply to a prior year for purposes of our REIT distribution requirements, it will be treated as an additional distribution to our stockholders in the year such dividend is paid.

Furthermore, we will be required to pay a 4% excise tax to the extent we fail to distribute during each calendar year at least the sum of 85% of our ordinary income for such year, 95% of our capital gain net income for the year and any undistributed taxable income from prior periods. Any ordinary income and net capital gain on which U.S. federal corporate income tax is imposed for any year is treated as an amount distributed during that year for purposes of calculating this excise tax.

For purposes of the 90% distribution requirement and excise tax described above, dividends declared during the last three months of the taxable year, payable to stockholders of record on a specified date during such period and paid during January of the following year, will be treated as paid by us and received by our stockholders on December 31 of the year in which they are declared.

***Like-Kind Exchanges.*** We may dispose of real property that is not held primarily for sale in transactions intended to qualify as like-kind exchanges under the Code. Such like-kind exchanges are intended to result in the deferral of gain for U.S. federal income tax purposes. The failure of any such transaction to qualify as a like-kind exchange could require us to pay U.S. federal income tax, possibly including the 100% prohibited transaction tax, or deficiency dividends, depending on the facts and circumstances surrounding the particular transaction.

***Tax Liabilities and Attributes Inherited in Connection with Acquisitions.*** From time to time, we may acquire other corporations or entities and, in connection with such acquisitions, we may succeed to the historical tax attributes and liabilities of such entities. For example, if we acquire a C corporation and subsequently dispose of its assets within five years of the acquisition, we could be required to pay the built-in gain tax described above under “— General.” In addition, in order to qualify as a REIT, at the end of any taxable year, we must not have any earnings and profits accumulated in a non-REIT year. As a result, if we acquire a C corporation, we must distribute the corporation’s earnings and profits accumulated prior to the acquisition before the end of the taxable year in which we acquire the corporation. We also could be required to pay the acquired entity’s unpaid taxes even though such liabilities arose prior to the time we acquired the entity.

Moreover, we may from time to time acquire other REITs through a merger or acquisition. If any such REIT failed to qualify as a REIT for any of its taxable years, such REIT would be liable for (and we or our subsidiary, as the surviving corporation in the merger or acquisition, would be obligated to pay) regular U.S. federal corporate income tax on its taxable income for such taxable years. In addition, if such REIT was a C corporation at the time of the merger or acquisition, the tax consequences described in the preceding paragraph generally would apply. If such REIT failed to qualify as a REIT for any of its previous taxable years, but qualified as a REIT at the time of such merger or acquisition, and we acquired such REIT’s assets in a transaction in which our tax basis in the assets of such REIT is determined, in whole or in part, by reference to such REIT’s tax basis in such assets, we generally would be subject to tax on the built-in gain on each asset of such REIT as described above if we were to dispose of the asset in a taxable transaction during the five-year period following such REIT’s requalification as a REIT, subject to certain exceptions. Moreover, even

if such REIT qualified as a REIT at all relevant times, we would similarly be liable for other unpaid taxes (if any) of such REIT (such as the 100% tax on gains from any sales treated as “prohibited transactions” as described above under “— Prohibited Transaction Income”).

Furthermore, after our acquisition of another corporation or entity, the asset and income tests will apply to all of our assets, including the assets we acquire from such corporation or entity, and to all of our income, including the income derived from the assets we acquire from such corporation or entity. As a result, the nature of the assets that we acquire from such corporation or entity and the income we derive from those assets may have an effect on our tax status as a REIT.

**Foreclosure Property.** The foreclosure property rules permit us (by our election) to foreclose or repossess properties without being disqualified as a REIT as a result of receiving income that does not qualify under the gross income tests. However, in such a case, we would be subject to the U.S. federal corporate income tax on the net non-qualifying income from “foreclosure property,” and the after-tax amount would increase the dividends we would be required to distribute to stockholders. See “— Annual Distribution Requirements.” This corporate tax would not apply to income that qualifies under the REIT 75% income test.

Foreclosure property treatment is generally available for an initial period of three years and may, in certain circumstances, be extended for an additional three years. However, foreclosure property treatment will end on the first day on which we enter into a lease of the applicable property that will give rise to income that does not qualify under the REIT 75% income test, but will not end if the lease will give rise only to qualifying income under such test. Foreclosure property treatment also will end if any construction takes place on the property (other than completion of a building or other improvement that was more than 10% complete before default became imminent).

**Failure to Qualify.** If we discover a violation of a provision of the Code that would result in our failure to qualify as a REIT, certain specified cure provisions may be available to us. Except with respect to violations of the gross income tests and asset tests (for which the cure provisions are described above), and provided the violation is due to reasonable cause and not due to willful neglect, these cure provisions generally impose a \$50,000 penalty for each violation in lieu of a loss of REIT status. If we fail to satisfy the requirements for taxation as a REIT in any taxable year, and the relief provisions do not apply, we will be required to pay regular U.S. federal corporate income tax, including any applicable alternative minimum tax for taxable years beginning before January 1, 2018, on our taxable income. Distributions to stockholders in any year in which we fail to qualify as a REIT will not be deductible by us. As a result, we anticipate that our failure to qualify as a REIT would reduce the cash available for distribution by us to our stockholders. In addition, if we fail to qualify as a REIT, we will not be required to distribute any amounts to our stockholders and all distributions to stockholders will be taxable as regular corporate dividends to the extent of our current and accumulated earnings and profits. In such event, corporate stockholders may be eligible for the dividends-received deduction. In addition, non-corporate stockholders, including individuals, may be eligible for the preferential tax rates on qualified dividend income. Non-corporate stockholders, including individuals, generally may deduct up to 20% of dividends from a REIT, other than capital gain dividends and dividends treated as qualified dividend income, for taxable years beginning before January 1, 2026 for purposes of determining their U.S. federal income tax (but not for purposes of the 3.8% Medicare tax), subject to certain holding period requirements and other limitations. If we fail to qualify as a REIT, such stockholders may not claim this deduction with respect to dividends paid by us. Unless entitled to relief under specific statutory provisions, we would also be ineligible to elect to be treated as a REIT for the four taxable years following the year for which we lose our qualification. It is not possible to state whether in all circumstances we would be entitled to this statutory relief.

#### **Tax Aspects of the Subsidiary Partnerships and the Limited Liability Companies**

**General.** From time to time, we may own, directly or indirectly, interests in various partnerships and limited liability companies. We expect these will be treated as partnerships or disregarded entities for U.S. federal income tax purposes. In general, entities that are treated as partnerships or disregarded entities for U.S. federal income tax purposes are “pass-through” entities which are not required to pay U.S. federal income tax. Rather, partners of such partnerships are allocated their shares of the items of income, gain, loss, deduction and credit of the partnership, and are potentially required to pay tax on this income, without

regard to whether they receive a distribution from the partnership. We will include in our income our share of these partnership items for purposes of the various gross income tests, the computation of our REIT taxable income, and the REIT distribution requirements. Moreover, for purposes of the asset tests, we will include our pro rata share of assets held by these partnerships, based on our capital interests in each such entity. See “— Taxation of Our Company — Ownership of Interests in Partnerships, Limited Liability Companies and Qualified REIT Subsidiaries.” A disregarded entity is not treated as a separate entity for U.S. federal income tax purposes, and all assets, liabilities and items of income, gain, loss, deduction and credit of a disregarded entity are treated as assets, liabilities and items of income, gain, loss, deduction and credit of its parent that is not a disregarded entity for all purposes under the Code, including all REIT qualification tests.

**Entity Classification.** Our interests in the subsidiary partnerships and limited liability companies involve special tax considerations, including the possibility that the IRS might challenge the status of these entities as partnerships or disregarded entities for U.S. federal income tax purposes. For example, an entity that would otherwise be treated as a partnership for U.S. federal income tax purposes may nonetheless be taxable as a corporation if it is a “publicly traded partnership” and certain other requirements are met. A partnership would be treated as a publicly traded partnership if its interests are traded on an established securities market or are readily tradable on a secondary market or a substantial equivalent thereof, within the meaning of applicable Treasury Regulations. We do not anticipate that any subsidiary partnership will be treated as a publicly traded partnership that is taxable as a corporation. However, if any such entity were treated as a corporation, it would be required to pay an entity-level tax on its income. In this situation, the character of our assets and items of gross income would change and could prevent us from satisfying the REIT asset tests and possibly the REIT income tests. See “— Taxation of Our Company — Asset Tests” and “— Income Tests.” This, in turn, could prevent us from qualifying as a REIT. See “— Taxation of Our Company — Failure to Qualify” for a discussion of the effect of our failure to meet these tests. In addition, a change in the tax status of a subsidiary treated as a partnership or disregarded entity to a corporation might be treated as a taxable event. If so, we might incur a tax liability without any related cash payment. We believe that each of our partnerships and limited liability companies are and will continue to be treated as partnerships or disregarded entities for U.S. federal income tax purposes.

**Allocations of Items of Income, Gain, Loss and Deduction.** A partnership agreement (or, in the case of a limited liability company treated as a partnership for U.S. federal income tax purposes, the limited liability company agreement) generally will determine the allocation of income and loss among partners. These allocations, however, will be disregarded for tax purposes if they do not comply with the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder. Generally, Section 704(b) of the Code and the Treasury Regulations thereunder require that partnership allocations respect the economic arrangement of the partners. If an allocation of partnership income or loss does not comply with the requirements of Section 704(b) of the Code and the Treasury Regulations thereunder, the item subject to the allocation will be reallocated in accordance with the partners’ interests in the partnership. This reallocation will be determined by taking into account all of the facts and circumstances relating to the economic arrangement of the partners with respect to such item. We intend that the allocations of taxable income and loss in each of the partnerships in which we own an interest from time to time comply with the requirements of Section 704(b) of the Code and the Treasury Regulations thereunder.

**Tax Allocations With Respect to the Properties.** Under Section 704(c) of the Code, items of income, gain, loss and deduction attributable to appreciated or depreciated property that is contributed to a partnership in exchange for an interest in the partnership must be allocated in a manner so that the contributing partner is charged with the unrealized gain or benefits from the unrealized loss associated with the property at the time of the contribution. The amount of the unrealized gain or unrealized loss generally is equal to the difference between the fair market value or book value and the adjusted tax basis of the contributed property at the time of contribution (this difference is referred to as a book-tax difference), as adjusted from time to time. These allocations are solely for U.S. federal income tax purposes and do not affect the book capital accounts or other economic or legal arrangements among the partners. Some of the partnerships in which we own an interest were formed by way of contributions of appreciated property. The relevant partnership and/or limited liability company agreements require that allocations be made in a manner consistent with Section 704(c) of the Code. Under Section 704(c) of the Code we could be allocated less depreciation or more gain on sale with respect to a contributed property than the amounts that would

have been allocated to us if we had instead acquired the contributed property with an initial tax basis equal to its fair market value. Such allocations might adversely affect our ability to comply with the REIT distribution requirements. See “— Taxation of Our Company — Requirements for Qualification as a REIT” and “— Annual Distribution Requirements.”

Any property acquired by a subsidiary partnership in a taxable transaction will initially have a tax basis equal to its fair market value, and Section 704(c) of the Code generally will not apply.

**Partnership Audit Rules.** The Bipartisan Budget Act of 2015 changed the rules applicable to U.S. federal income tax audits of partnerships. Under the new rules (which are generally effective for taxable years beginning after December 31, 2017), among other changes and subject to certain exceptions, any audit adjustment to items of income, gain, loss, deduction, or credit of a partnership (and any partner’s distributive share thereof) is determined, and taxes, interest, or penalties attributable thereto are assessed and collected, at the partnership level. It is possible that these rules could result in partnerships in which we directly or indirectly invest being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and we, as a direct or indirect partner of these partnerships, could be required to bear the economic burden of those taxes, interest, and penalties even though we, as a REIT, may not otherwise have been required to pay additional corporate-level taxes as a result of the related audit adjustment. Investors are urged to consult their tax advisors with respect to these rules and their potential impact on their investment in our capital stock or debt securities.

### **Material U.S. Federal Income Tax Consequences to Holders of Our Capital Stock and Debt Securities**

The following discussion is a summary of the material U.S. federal income tax consequences to you of acquiring, owning and disposing of our capital stock or debt securities. This discussion is limited to holders who hold our capital stock or debt securities as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a holder’s particular circumstances, including the alternative minimum tax. In addition, except where specifically noted, it does not address consequences relevant to holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- U.S. holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding our capital stock or debt securities as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies, and other financial institutions;
- REITs or regulated investment companies;
- brokers, dealers or traders in securities;
- “controlled foreign corporations,” “passive foreign investment companies,” and corporations that accumulate earnings to avoid U.S. federal income tax;
- S corporations, partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);
- tax-exempt organizations or governmental organizations;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to our capital stock or debt securities being taken into account in an applicable financial statement;
- persons deemed to sell our capital stock or debt securities under the constructive sale provisions of the Code; and
- persons who hold or receive our capital stock pursuant to the exercise of any employee stock option or otherwise as compensation.

**THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO**

**THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF OUR CAPITAL STOCK OR DEBT SECURITIES ARISING UNDER OTHER U.S. FEDERAL TAX LAWS (INCLUDING ESTATE AND GIFT TAX LAWS), UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.**

For purposes of this discussion, a “U.S. holder” is a beneficial owner of our capital stock or debt securities that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized 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 tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code) or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

For purposes of this discussion, a “non-U.S. holder” is any beneficial owner of our capital stock or debt securities that is neither a U.S. holder nor an entity treated as a partnership for U.S. federal income tax purposes.

If an entity treated as a partnership for U.S. federal income tax purposes holds our capital stock or debt securities, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding our capital stock or debt securities and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

**Taxation of Taxable U.S. Holders of Our Capital Stock**

***Distributions Generally.*** Distributions out of our current or accumulated earnings and profits will be treated as dividends and, other than with respect to capital gain dividends and certain amounts which have previously been subject to corporate level tax, as discussed below, will be taxable to our taxable U.S. holders as ordinary income when actually or constructively received. See “— Tax Rates” below. As long as we qualify as a REIT, these distributions will not be eligible for the dividends-received deduction in the case of U.S. holders that are corporations or, except to the extent described in “— Tax Rates” below, the preferential rates on qualified dividend income applicable to non-corporate U.S. holders, including individuals. For purposes of determining whether distributions to holders of our capital stock are out of our current or accumulated earnings and profits, our earnings and profits will be allocated first to our outstanding preferred stock, if any, and then to our outstanding common stock.

To the extent that we make distributions on our capital stock in excess of our current and accumulated earnings and profits allocable to such stock, these distributions will be treated first as a tax-free return of capital to a U.S. holder to the extent of the U.S. holder’s adjusted tax basis in such shares of stock. This treatment will reduce the U.S. holder’s adjusted tax basis in such shares of stock by the amount of the excess of the distribution over our current and accumulated earnings and profits allocable to such stock, but not below zero. Distributions in excess of our current and accumulated earnings and profits and in excess of a U.S. holder’s adjusted tax basis in its shares will be taxable as capital gain. Such gain will be taxable as long-term capital gain if the shares have been held for more than one year. Dividends we declare in October, November, or December of any year and which are payable to a holder of record on a specified date in any of these months will be treated as both paid by us and received by the holder on December 31 of that year, provided we actually pay the dividend on or before January 31 of the following year. U.S. holders may not include in their own income tax returns any of our net operating losses or capital losses.

***Capital Gain Dividends.*** Dividends that we properly designate as capital gain dividends will be taxable to our taxable U.S. holders as a gain from the sale or disposition of a capital asset held for more than one year, to the extent that such gain does not exceed our actual net capital gain for the taxable year and may not

exceed our dividends paid for the taxable year, including dividends paid the following year that are treated as paid in the current year. U.S. holders that are corporations may, however, be required to treat up to 20% of certain capital gain dividends as ordinary income. If we properly designate any portion of a dividend as a capital gain dividend, then, except as otherwise required by law, we presently intend to allocate a portion of the total capital gain dividends paid or made available to holders of all classes of our capital stock for the year to the holders of each class of our capital stock in proportion to the amount that our total dividends, as determined for U.S. federal income tax purposes, paid or made available to the holders of each such class of our capital stock for the year bears to the total dividends, as determined for U.S. federal income tax purposes, paid or made available to holders of all classes of our capital stock for the year. In addition, except as otherwise required by law, we will make a similar allocation with respect to any undistributed long-term capital gains which are to be included in our stockholders' long-term capital gains, based on the allocation of the capital gain amount which would have resulted if those undistributed long-term capital gains had been distributed as "capital gain dividends" by us to our stockholders.

***Retention of Net Capital Gains.*** We may elect to retain, rather than distribute as a capital gain dividend, all or a portion of our net capital gains. If we make this election, we would pay tax on our retained net capital gains. In addition, to the extent we so elect, our earnings and profits (determined for U.S. federal income tax purposes) would be adjusted accordingly, and a U.S. holder generally would:

- include its pro rata share of our undistributed capital gain in computing its long-term capital gains in its U.S. federal income tax return for its taxable year in which the last day of our taxable year falls, subject to certain limitations as to the amount that is includable;
- be deemed to have paid its share of the capital gains tax imposed on us on the designated amounts included in the U.S. holder's income as long-term capital gain;
- receive a credit or refund for the amount of tax deemed paid by it;
- increase the adjusted tax basis of its capital stock by the difference between the amount of includable gains and the tax deemed to have been paid by it; and
- in the case of a U.S. holder that is a corporation, appropriately adjust its earnings and profits for the retained capital gains in accordance with Treasury Regulations to be promulgated by the IRS.

***Passive Activity Losses and Investment Interest Limitations.*** Distributions we make and gain arising from the sale or exchange of our capital stock by a U.S. holder will not be treated as passive activity income. As a result, U.S. holders generally will not be able to apply any "passive losses" against this income or gain. A U.S. holder generally may elect to treat capital gain dividends, capital gains from the disposition of our capital stock and income designated as qualified dividend income, as described in "— Tax Rates" below, as investment income for purposes of computing the investment interest limitation, but in such case, the holder will be taxed at ordinary income rates on such amount. Other distributions made by us, to the extent they do not constitute a return of capital, generally will be treated as investment income for purposes of computing the investment interest limitation.

***Dispositions of Our Capital Stock.*** Except as described below under "— Taxation of Taxable U.S. Holders of Our Capital Stock — Redemption or Repurchase by Us," if a U.S. holder sells or disposes of shares of our capital stock, it will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale or other disposition and the holder's adjusted tax basis in the shares. This gain or loss, except as provided below, will be long-term capital gain or loss if the holder has held such capital stock for more than one year. However, if a U.S. holder recognizes a loss upon the sale or other disposition of capital stock that it has held for six months or less, after applying certain holding period rules, the loss recognized will be treated as a long-term capital loss to the extent the U.S. holder received distributions from us which were required to be treated as long-term capital gains. The deductibility of capital losses is subject to limitations.

***Redemption or Repurchase by Us.*** A redemption or repurchase of shares of our capital stock will be treated under Section 302 of the Code as a distribution (and taxable as a dividend to the extent of our current and accumulated earnings and profits as described above under "— Distributions Generally") unless the redemption or repurchase satisfies one of the tests set forth in Section 302(b) of the Code and is therefore

treated as a sale or exchange of the redeemed or repurchased shares. The redemption or repurchase generally will be treated as a sale or exchange if it:

- is “substantially disproportionate” with respect to the U.S. holder,
- results in a “complete redemption” of the U.S. holder’s stock interest in us, or
- is “not essentially equivalent to a dividend” with respect to the U.S. holder,

all within the meaning of Section 302(b) of the Code.

In determining whether any of these tests has been met, shares of our capital stock, including common stock and other equity interests in us, considered to be owned by the U.S. holder by reason of certain constructive ownership rules set forth in the Code, as well as shares of our capital stock actually owned by the U.S. holder, generally must be taken into account. Because the determination as to whether any of the alternative tests of Section 302(b) of the Code will be satisfied with respect to the U.S. holder depends upon the facts and circumstances at the time that the determination must be made, U.S. holders are advised to consult their tax advisors to determine such tax treatment.

If a redemption or repurchase of shares of our capital stock is treated as a distribution, the amount of the distribution will be measured by the amount of cash and the fair market value of any property received. See “— Distributions Generally.” A U.S. holder’s adjusted tax basis in the redeemed or repurchased shares generally will be transferred to the holder’s remaining shares of our capital stock, if any. If a U.S. holder owns no other shares of our capital stock, under certain circumstances, such basis may be transferred to a related person or it may be lost entirely. Prospective investors should consult their tax advisors regarding the U.S. federal income tax consequences of a redemption or repurchase of our capital stock.

If a redemption or repurchase of shares of our capital stock is not treated as a distribution, it will be treated as a taxable sale or exchange in the manner described under “— Dispositions of Our Capital Stock.”

**Tax Rates.** The maximum tax rate for non-corporate taxpayers for (1) long-term capital gains, including certain “capital gain dividends,” generally is 20% (although depending on the characteristics of the assets which produced these gains and on designations which we may make, certain capital gain dividends may be taxed at a 25% rate) and (2) “qualified dividend income” generally is 20%. In general, dividends payable by REITs are not eligible for the reduced tax rate on qualified dividend income, except to the extent that certain holding period requirements have been met and the REIT’s dividends are attributable to dividends received from taxable corporations (such as its taxable REIT subsidiaries) or to income that was subject to tax at the corporate/REIT level (for example, if the REIT distributed taxable income that it retained and paid tax on in the prior taxable year). Capital gain dividends will only be eligible for the rates described above to the extent that they are properly designated by the REIT as “capital gain dividends.” U.S. holders that are corporations may be required to treat up to 20% of some capital gain dividends as ordinary income. In addition, non-corporate U.S. holders, including individuals, generally may deduct up to 20% of dividends from a REIT, other than capital gain dividends and dividends treated as qualified dividend income, for taxable years beginning before January 1, 2026 for purposes of determining their U.S. federal income tax (but not for purposes of the 3.8% Medicare tax), subject to certain holding period requirements and other limitations.

#### **Taxation of Tax-Exempt Holders of Our Capital Stock**

Dividend income from us and gain arising upon a sale of shares of our capital stock generally should not be unrelated business taxable income (“UBTI”), to a tax-exempt holder, except as described below. This income or gain will be UBTI, however, to the extent a tax-exempt holder holds its shares as “debt-financed property” within the meaning of the Code. Generally, “debt-financed property” is property the acquisition or holding of which was financed through a borrowing by the tax-exempt holder.

For tax-exempt holders that are social clubs, voluntary employee benefit associations or supplemental unemployment benefit trusts exempt from U.S. federal income taxation under Sections 501(c)(7), (c)(9) or (c)(17) of the Code, respectively, income from an investment in our shares will constitute UBTI unless the organization is able to properly claim a deduction for amounts set aside or placed in reserve for specific

purposes so as to offset the income generated by its investment in our shares. These prospective investors should consult their tax advisors concerning these “set aside” and reserve requirements.

Notwithstanding the above, however, a portion of the dividends paid by a “pension-held REIT” may be treated as UBTI as to certain trusts that hold more than 10%, by value, of the interests in the REIT. A REIT will not be a “pension-held REIT” if it is able to satisfy the “not closely held” requirement without relying on the “look-through” exception with respect to certain trusts or if such REIT is not “predominantly held” by “qualified trusts.” As a result of restrictions on ownership and transfer of our stock contained in our charter, we do not expect to be classified as a “pension-held REIT,” and as a result, the tax treatment described above should be inapplicable to our holders. However, because our common stock is (and, we anticipate, will continue to be) publicly traded, we cannot guarantee that this will always be the case.

### **Taxation of Non-U.S. Holders of Our Capital Stock**

The following discussion addresses the rules governing U.S. federal income taxation of the acquisition, ownership and disposition of our capital stock by non-U.S. holders. These rules are complex, and no attempt is made herein to provide more than a brief summary of such rules. Accordingly, the discussion does not address all aspects of U.S. federal income taxation and does not address other federal, state, local or non-U.S. tax consequences that may be relevant to a non-U.S. holder in light of its particular circumstances. We urge non-U.S. holders to consult their tax advisors to determine the impact of U.S. federal, state, local and non-U.S. income and other tax laws and any applicable tax treaty on the acquisition, ownership and disposition of shares of our capital stock, including any reporting requirements.

**Distributions Generally.** Distributions (including any taxable stock distributions) that are neither attributable to gains from sales or exchanges by us of United States real property interests, or USRPIs, nor designated by us as capital gain dividends (except as described below) will be treated as dividends of ordinary income to the extent that they are made out of our current or accumulated earnings and profits. Such distributions ordinarily will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, unless the distributions are treated as effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such dividends are attributable). Under certain treaties, however, lower withholding rates generally applicable to dividends do not apply to dividends from a REIT. Certain certification and disclosure requirements must be satisfied for a non-U.S. holder to be exempt from withholding under the effectively connected income exemption. Dividends that are treated as effectively connected with a U.S. trade or business generally will not be subject to withholding but will be subject to U.S. federal income tax on a net basis at the regular rates, in the same manner as dividends paid to U.S. holders are subject to U.S. federal income tax. Any such dividends received by a non-U.S. holder that is a corporation may also be subject to an additional branch profits tax at a 30% rate (applicable after deducting U.S. federal income taxes paid on such effectively connected income) or such lower rate as may be specified by an applicable income tax treaty.

Except as otherwise provided below, we expect to withhold U.S. federal income tax at the rate of 30% on any distributions made to a non-U.S. holder unless:

- (1) a lower treaty rate applies and the non-U.S. holder furnishes an IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) evidencing eligibility for that reduced treaty rate; or
- (2) the non-U.S. holder furnishes an IRS Form W-8ECI (or other applicable documentation) claiming that the distribution is income effectively connected with the non-U.S. holder’s trade or business.

Distributions in excess of our current and accumulated earnings and profits will not be taxable to a non-U.S. holder to the extent that such distributions do not exceed the adjusted tax basis of the holder’s capital stock, but rather will reduce the adjusted tax basis of such stock. To the extent that such distributions exceed the non-U.S. holder’s adjusted tax basis in such capital stock, they generally will give rise to gain from the sale or exchange of such stock, the tax treatment of which is described below. However, such excess distributions may be treated as dividend income for certain non-U.S. holders. For withholding purposes, we expect to treat all distributions as made out of our current or accumulated earnings and profits. However,



amounts withheld may be refundable if it is subsequently determined that the distribution was, in fact, in excess of our current and accumulated earnings and profits, provided that certain conditions are met.

**Capital Gain Dividends and Distributions Attributable to a Sale or Exchange of United States Real Property Interests.** Distributions to a non-U.S. holder that we properly designate as capital gain dividends, other than those arising from the disposition of a USRPI, generally should not be subject to U.S. federal income taxation, unless:

- (1) the investment in our capital stock is treated as effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such dividends are attributable), in which case the non-U.S. holder will be subject to the same treatment as U.S. holders with respect to such gain, except that a non-U.S. holder that is a corporation may also be subject to a branch profits tax of up to 30%, as discussed above; or
- (2) the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met, in which case the non-U.S. holder will be subject to U.S. federal income tax at a rate of 30% on the non-U.S. holder's capital gains (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of such non-U.S. holder (even though the individual is not considered a resident of the United States), provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

Pursuant to the Foreign Investment in Real Property Tax Act, which is referred to as "FIRPTA," distributions to a non-U.S. holder that are attributable to gain from sales or exchanges by us of USRPIs, whether or not designated as capital gain dividends, will cause the non-U.S. holder to be treated as recognizing such gain as income effectively connected with a U.S. trade or business. Non-U.S. holders generally would be taxed at the regular rates applicable to U.S. holders, subject to any applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals. We also will be required to withhold and to remit to the IRS 21% of any distribution to non-U.S. holders attributable to gain from sales or exchanges by us of USRPIs. Distributions subject to FIRPTA may also be subject to a 30% branch profits tax in the hands of a non-U.S. holder that is a corporation. The amount withheld is creditable against the non-U.S. holder's U.S. federal income tax liability. However, any distribution with respect to any class of stock that is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market located in the United States is not subject to FIRPTA, and therefore, not subject to the 21% U.S. withholding tax described above, if the non-U.S. holder did not own more than 10% of such class of stock at any time during the one-year period ending on the date of the distribution. Instead, such distributions generally will be treated as ordinary dividend distributions and subject to withholding in the manner described above with respect to ordinary dividends. In addition, distributions to certain non-U.S. publicly traded shareholders that meet certain record-keeping and other requirements ("qualified shareholders") are exempt from FIRPTA, except to the extent owners of such qualified shareholders that are not also qualified shareholders own, actually or constructively, more than 10% of our capital stock. Furthermore, distributions to "qualified foreign pension funds" or entities all of the interests of which are held by "qualified foreign pension funds" are exempt from FIRPTA. Non-U.S. holders should consult their tax advisors regarding the application of these rules.

**Retention of Net Capital Gains.** Although the law is not clear on the matter, it appears that amounts we designate as retained net capital gains in respect of our capital stock should be treated with respect to non-U.S. holders as actual distributions of capital gain dividends. Under this approach, the non-U.S. holders may be able to offset as a credit against their U.S. federal income tax liability their proportionate share of the tax paid by us on such retained net capital gains and to receive from the IRS a refund to the extent their proportionate share of such tax paid by us exceeds their actual U.S. federal income tax liability. If we were to designate any portion of our net capital gain as retained net capital gain, non-U.S. holders should consult their tax advisors regarding the taxation of such retained net capital gain.

**Sale of Our Capital Stock.** Except as described below under "— Redemption or Repurchase by Us," gain realized by a non-U.S. holder upon the sale, exchange or other taxable disposition of our capital stock generally will not be subject to U.S. federal income tax unless such stock constitutes a USRPI. In general,

stock of a domestic corporation that constitutes a “United States real property holding corporation,” or USRPHC, will constitute a USRPI. We believe that we are a USRPHC. Our capital stock will not, however, constitute a USRPI so long as we are a “domestically controlled qualified investment entity.” A “domestically controlled qualified investment entity” includes a REIT in which at all times during a five-year testing period less than 50% in value of its stock is held directly or indirectly by non-United States persons, subject to certain rules. For purposes of determining whether a REIT is a “domestically controlled qualified investment entity,” a person who at all applicable times holds less than 5% of a class of stock that is “regularly traded” is treated as a United States person unless the REIT has actual knowledge that such person is not a United States person. We believe, but cannot guarantee, that we are a “domestically controlled qualified investment entity.” Because our common stock is (and, we anticipate, will continue to be) publicly traded, no assurance can be given that we will continue to be a “domestically controlled qualified investment entity.”

Even if we do not qualify as a “domestically controlled qualified investment entity” at the time a non-U.S. holder sells our capital stock, gain realized from the sale or other taxable disposition by a non-U.S. holder of such capital stock would not be subject to U.S. federal income tax under FIRPTA as a sale of a USRPI if:

- (1) such class of stock is “regularly traded,” as defined by applicable Treasury Regulations, on an established securities market such as the New York Stock Exchange; and
- (2) such non-U.S. holder owned, actually and constructively, 10% or less of such class of stock throughout the shorter of the five-year period ending on the date of the sale or other taxable disposition or the non-U.S. holder’s holding period.

In addition, dispositions of our capital stock by qualified shareholders are exempt from FIRPTA, except to the extent owners of such qualified shareholders that are not also qualified shareholders own, actually or constructively, more than 10% of our capital stock. Furthermore, dispositions of our capital stock by “qualified foreign pension funds” or entities all of the interests of which are held by “qualified foreign pension funds” are exempt from FIRPTA. Non-U.S. holders should consult their tax advisors regarding the application of these rules.

Notwithstanding the foregoing, gain from the sale, exchange or other taxable disposition of our capital stock not otherwise subject to FIRPTA will be taxable to a non-U.S. holder if either (a) the investment in our capital stock is treated as effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such gain is attributable), in which case the non-U.S. holder will be subject to the same treatment as U.S. holders with respect to such gain, except that a non-U.S. holder that is a corporation may also be subject to the 30% branch profits tax (or such lower rate as may be specified by an applicable income tax treaty) on such gain, as adjusted for certain items, or (b) the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met, in which case the non-U.S. holder will be subject to a 30% tax on the non-U.S. holder’s capital gains (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the non-U.S. holder (even though the individual is not considered a resident of the United States), provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses. In addition, even if we are a domestically controlled qualified investment entity, upon disposition of our capital stock, a non-U.S. holder may be treated as having gain from the sale or other taxable disposition of a USRPI if the non-U.S. holder (1) disposes of such stock within a 30-day period preceding the ex-dividend date of a distribution, any portion of which, but for the disposition, would have been treated as gain from the sale or exchange of a USRPI and (2) acquires, or enters into a contract or option to acquire, or is deemed to acquire, other shares of that stock during the 61-day period beginning with the first day of the 30-day period described in clause (1), unless such stock is “regularly traded” and the non-U.S. holder did not own more than 10% of the stock at any time during the one-year period ending on the date of the distribution described in clause (1).

If gain on the sale, exchange or other taxable disposition of our capital stock were subject to taxation under FIRPTA, the non-U.S. holder would be required to file a U.S. federal income tax return and would be subject to regular U.S. federal income tax with respect to such gain in the same manner as a taxable U.S.

holder (subject to any applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals). In addition, if the sale, exchange or other taxable disposition of our capital stock were subject to taxation under FIRPTA, and if shares of the applicable class of our capital stock were not “regularly traded” on an established securities market, the purchaser of such capital stock generally would be required to withhold and remit to the IRS 15% of the purchase price.

***Redemption or Repurchase by Us.*** A redemption or repurchase of shares of our capital stock will be treated under Section 302 of the Code as a distribution (and taxable as a dividend to the extent of our current and accumulated earnings and profits) unless the redemption or repurchase satisfies one of the tests set forth in Section 302(b) of the Code and is therefore treated as a sale or exchange of the redeemed or repurchased shares. See “— Taxation of Taxable U.S. Holders of Our Capital Stock — Redemption or Repurchase by Us.” Qualified shareholders and their owners may be subject to different rules, and should consult their tax advisors regarding the application of such rules. If the redemption or repurchase of shares is treated as a distribution, the amount of the distribution will be measured by the amount of cash and the fair market value of any property received. See “— Taxation of Non-U.S. Holders of Our Capital Stock — Distributions Generally” above. If the redemption or repurchase of shares is not treated as a distribution, it will be treated as a taxable sale or exchange in the manner described above under “— Sale of Our Capital Stock.”

### **Taxation of Holders of Our Debt Securities**

The following summary describes the material U.S. federal income tax consequences of acquiring, owning and disposing of our debt securities. This discussion assumes the debt securities will be issued with less than a statutory *de minimis* amount of original issue discount for U.S. federal income tax purposes. In addition, this discussion is limited to persons purchasing the debt securities for cash at original issue and at their original “issue price” within the meaning of Section 1273 of the Code (*i.e.*, the first price at which a substantial amount of the debt securities is sold to the public for cash).

#### ***U.S. Holders***

***Payments of Interest.*** Interest on a debt security generally will be taxable to a U.S. holder as ordinary income at the time such interest is received or accrued, in accordance with such U.S. holder’s method of accounting for U.S. federal income tax purposes.

***Sale or Other Taxable Disposition.*** A U.S. holder will recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a debt security. The amount of such gain or loss generally will be equal to the difference between the amount received for the debt security in cash or other property valued at fair market value (less amounts attributable to any accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and the U.S. holder’s adjusted tax basis in the debt security. A U.S. holder’s adjusted tax basis in a debt security generally will be equal to the amount the U.S. holder paid for the debt security. Any gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. holder has held the debt security for more than one year at the time of such sale or other taxable disposition. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. holders, including individuals, generally will be taxable at reduced rates. The deductibility of capital losses is subject to limitations.

#### ***Non-U.S. Holders***

***Payments of Interest.*** Interest paid on a debt security to a non-U.S. holder that is not effectively connected with the non-U.S. holder’s conduct of a trade or business within the United States generally will not be subject to U.S. federal income tax or withholding, provided that:

- the non-U.S. holder does not, actually or constructively, own 10% or more of the total combined voting power of all classes of our voting stock;
- the non-U.S. holder is not a controlled foreign corporation related to us through actual or constructive stock ownership; and

- either (1) the non-U.S. holder certifies in a statement provided to the applicable withholding agent under penalties of perjury that it is not a United States person and provides its name and address; (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the debt security on behalf of the non-U.S. holder certifies to the applicable withholding agent under penalties of perjury that it, or the financial institution between it and the non-U.S. holder, has received from the non-U.S. holder a statement under penalties of perjury that such holder is not a United States person and provides the applicable withholding agent with a copy of such statement; or (3) the non-U.S. holder holds its debt security directly through a "qualified intermediary" (within the meaning of the applicable Treasury Regulations) and certain conditions are satisfied.

If a non-U.S. holder does not satisfy the requirements above, such non-U.S. holder will be subject to withholding tax of 30%, subject to a reduction in or an exemption from withholding on such interest as a result of an applicable tax treaty. To claim such entitlement, the non-U.S. holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax under the benefit of an income tax treaty between the United States and the country in which the non-U.S. holder resides or is established.

If interest paid to a non-U.S. holder is effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such interest is attributable), the non-U.S. holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the non-U.S. holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that interest paid on a debt security is not subject to withholding tax because it is effectively connected with the conduct by the non-U.S. holder of a trade or business within the United States.

Any such effectively connected interest generally will be subject to U.S. federal income tax at the regular rates. A non-U.S. holder that is a corporation may also be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected interest, as adjusted for certain items.

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and must be updated periodically. Non-U.S. holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

*Sale or Other Taxable Disposition.* A non-U.S. holder will not be subject to U.S. federal income tax on any gain realized upon the sale, exchange, redemption, retirement or other taxable disposition of a debt security (such amount excludes any amount allocable to accrued and unpaid interest, which generally will be treated as interest and may be subject to the rules discussed above in "— Taxation of Holders of Our Debt Securities — Non-U.S. Holders — Payments of Interest") unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. holder maintains a permanent establishment in the United States to which such gain is attributable); or
- the non-U.S. holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A non-U.S. holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

A non-U.S. holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on gain realized upon the sale or other taxable disposition of a debt security, which may be offset by U.S. source capital losses of the

non-U.S. holder (even though the individual is not considered a resident of the United States), provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

### **Information Reporting and Backup Withholding**

**U.S. Holders.** A U.S. holder may be subject to information reporting and backup withholding when such holder receives payments on our capital stock or debt securities or proceeds from the sale or other taxable disposition of such stock or debt securities (including a redemption or retirement of a debt security). Certain U.S. holders are exempt from backup withholding, including corporations and certain tax-exempt organizations. A U.S. holder will be subject to backup withholding if such holder is not otherwise exempt and:

- the holder fails to furnish the holder's taxpayer identification number, which for an individual is ordinarily his or her social security number;
- the holder furnishes an incorrect taxpayer identification number;
- the applicable withholding agent is notified by the IRS that the holder previously failed to properly report payments of interest or dividends; or
- the holder fails to certify under penalties of perjury that the holder has furnished a correct taxpayer identification number and that the IRS has not notified the holder that the holder is subject to backup withholding.

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 a U.S. holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. U.S. holders should consult their tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption.

**Non-U.S. Holders.** Payments of dividends on our capital stock or interest on our debt securities generally will not be subject to backup withholding, provided the applicable withholding agent does not have actual knowledge or reason to know the holder is a United States person and the holder either certifies its non-U.S. status, such as by furnishing a valid IRS Form W-8BEN, W-8BEN-E or W-8ECI, or otherwise establishes an exemption. However, information returns are required to be filed with the IRS in connection with any distributions on our capital stock or interest on our debt securities paid to the non-U.S. holder, regardless of whether such distributions constitute a dividend or whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of such stock or debt securities (including a retirement or redemption of a debt security) within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting, if the applicable withholding agent receives the certification described above and does not have actual knowledge or reason to know that such holder is a United States person, or the holder otherwise establishes an exemption. Proceeds of a disposition of such stock or debt securities conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the non-U.S. holder resides or is established.

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 a non-U.S. holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

### **Medicare Contribution Tax on Unearned Income**

Certain U.S. holders that are individuals, estates or trusts are required to pay an additional 3.8% tax on, among other things, dividends on stock, interest on debt obligations, and capital gains from the sale or

other disposition of stock or debt obligations, subject to certain limitations. U.S. holders should consult their tax advisors regarding the effect, if any, of these rules on their ownership and disposition of our capital stock or debt securities.

#### **Additional Withholding Tax on Payments Made to Foreign Accounts**

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such sections commonly referred to as the Foreign Account Tax Compliance Act (“FATCA”)) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on our capital stock, interest on our debt securities, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of our capital stock or debt securities, in each case paid to a “foreign financial institution” or a “non-financial foreign entity” (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any “substantial United States owners” (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain “specified United States persons” or “United States owned foreign entities” (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on our capital stock or interest on our debt securities. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of stock or debt securities on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued. Because we may not know the extent to which a distribution is a dividend for U.S. federal income tax purposes at the time it is made, for purposes of these withholding rules we may treat the entire distribution as a dividend.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in our capital stock or debt securities.

#### **Other Tax Consequences**

State, local and non-U.S. income tax laws may differ substantially from the corresponding U.S. federal income tax laws, and this discussion does not purport to describe any aspect of the tax laws of any state, local or non-U.S. jurisdiction, or any U.S. federal tax other than income tax. You should consult your tax advisor regarding the effect of state, local and non-U.S. tax laws with respect to our tax treatment as a REIT and on an investment in our capital stock or debt securities.

### **PLAN OF DISTRIBUTION**

We may sell the securities being offered by this prospectus and the applicable prospectus supplement from time to time:

- through underwriters or dealers;
- through agents;
- directly to one or more purchasers; or
- through a combination of any of these methods of sale.

We will identify the specific plan of distribution, including any underwriters, dealers, agents or direct purchasers and their compensation in the applicable prospectus supplement.

## LEGAL MATTERS

The validity of the securities offered hereby will be passed upon for us by Venable LLP, Baltimore, Maryland, and Latham & Watkins LLP, Costa Mesa, California. Latham & Watkins LLP, Los Angeles, California, has issued an opinion to us regarding certain tax matters described under “United States Federal Income Tax Considerations.” Sidley Austin LLP, San Francisco, California will act as counsel for any underwriters or agents. As of June 24, 2021, William J. Cernius, a partner of Latham & Watkins LLP, beneficially owned approximately 9,148 shares of our common stock. As of June 28, 2021, Eric S. Haueter, a partner of Sidley Austin LLP, beneficially owned approximately 10,492 shares of our common stock.

## EXPERTS

The consolidated financial statements of Realty Income Corporation and subsidiaries as of December 31, 2020 and 2019, and for each of the years in the three-year period ended December 31, 2020 and financial statement schedule III, and management’s assessment of the effectiveness of internal control over financial reporting as of December 31, 2020, have been incorporated by reference in this prospectus in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2020 financial statements refers to a change to the accounting for leases.

The consolidated financial statements, and the related financial statement schedules of VEREIT, Inc., incorporated in this prospectus by reference, and the effectiveness of VEREIT, Inc.’s internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements, and the related financial statement schedules of VEREIT Operating Partnership, L.P., incorporated in this prospectus by reference, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.



### WHERE YOU CAN FIND MORE INFORMATION

We are subject to the information reporting requirements of the Exchange Act, and in accordance with these requirements, we file annual, quarterly and current reports, proxy statements and other information with the SEC. Such reports, proxy statements and other information are available to the public at the SEC's website at <http://www.sec.gov>. This is an internet site maintained by the SEC where reports, proxy and information statements and other information of companies that file electronically with the SEC may be obtained.

Our web site address is <http://www.realtyincome.com>. The information on, or that can be accessed through, our website is not a part of this prospectus and is not incorporated or deemed to be incorporated by reference herein.

This prospectus and any applicable prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or us, as provided below. Forms or copies of the indenture pursuant to which any debt securities offered hereby will be issued and other documents establishing the terms of the offered securities are or may be filed as exhibits to the registration statement or documents that are or will be incorporated or deemed to be incorporated by reference in this prospectus. Statements in this prospectus or any prospectus supplement about these documents are not complete and each such statement is subject to, and qualified in all respects by reference to, the document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. You may inspect copies of the registration statement and the documents incorporated and deemed to be incorporated by reference in this prospectus at the SEC's website referred to above.

## INCORPORATION BY REFERENCE

We “incorporate by reference” certain information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and any information contained in this prospectus, in any accompanying prospectus supplement or in any document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to have been modified or superseded to the extent that a statement contained in this prospectus, or, if applicable, the accompanying prospectus supplement, in any other offering materials we may provide you in connection with the offering of securities, or in any other document we subsequently file with the SEC that also is incorporated or deemed to be incorporated by reference in this prospectus, modifies or supersedes the original statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to be a part of this prospectus or any accompanying prospectus supplement.

We incorporate by reference the documents listed below and any future filings made by us with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act between the date of this prospectus and the termination of the offering of securities described in this prospectus; provided, however, that we are not incorporating by reference any documents, portions of documents, exhibits or other information that is deemed to have been “furnished” to and not “filed” with the SEC (including, without limitation, any information “furnished” pursuant to Item 2.02 or 7.01 of Form 8-K or related exhibits “furnished” pursuant to Item 9.01 of Form 8-K):

- [Our Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021;](#)
- The information specifically incorporated by reference into our Annual Report on Form 10-K from our [Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 1, 2021;](#)
- [Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, filed with the SEC on May 4, 2021; and](#)
- Our Current Report on Form 8-K filed on [January 14, 2021](#); [our Current Report on Form 8-K filed on January 26, 2021](#) (solely as to the information in Item 5.02 of such Current Report); our Current Report on Form 8-K filed on [April 30, 2021](#) (the “April 30, 2021 Form 8-K”), as amended by our Current Report on [Form 8-K/A dated June 4, 2021](#) amending the April 30, 2021 Form 8-K (solely as to the information in Item 1.01 of such Current Reports); our Current Report on Form 8-K filed on [May 21, 2021](#); our [Current Report on Form 8-K filed on June 4, 2021](#); our [Current Report on Form 8-K filed on June 7, 2021](#); our [Current Report on Form 8-K filed on June 25, 2021](#) (solely as to the information in Item 1.01 of such Current Report); and our Current Report on [Form 8-K filed on June 29, 2021](#) (in each of the foregoing cases, excluding any current reports, or portions thereof, exhibits thereto or information therein that are “furnished” to the SEC).

You may request a copy of the filings referred to above at no cost by writing or telephoning us at the following address:

Realty Income Corporation  
11995 El Camino Real  
San Diego, CA 92130  
Attention: Corporate Secretary  
(858) 284-5000

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this prospectus or any accompanying prospectus supplement.

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**£750,000,000**

**REALTY  INCOME**

The Monthly Dividend Company®

**£400,000,000 1.125% Notes due 2027**

**£350,000,000 1.750% Notes due 2033**

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**PROSPECTUS SUPPLEMENT**

July 8, 2021

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**Goldman Sachs & Co. LLC**  
**BofA Securities**  
**Barclays**  
**Citigroup**  
**Credit Suisse**  
**Wells Fargo Securities**  
**TD Securities**  
**J.P. Morgan**  
**Mizuho Securities**  
**RBC Capital Markets**  
**BNY Mellon Capital Markets, LLC**  
**PNC Capital Markets LLC**  
**Regions Securities LLC**  
**US Bancorp**  
**BMO Capital Markets**  
**Morgan Stanley**  
**Scotiabank**  
**Truist Securities**  
**BNP PARIBAS**  
**Stifel**  
**UBS Investment Bank**  
**Academy Securities**  
**Berenberg**  
**Comerica Securities**  
**MUFG**  
**Ramirez & Co., Inc.**

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