Education Realty Trust, Inc.
Form PREM14A
July 25, 2018
TABLE OF CONTENTS

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 14A

(RULE 14a-101)
SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant

Filed by a Party other than the Registrant o

Check the appropriate box:

Preliminary Proxy Statement

o**Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

oDefinitive Proxy Statement

oDefinitive Additional Materials

oSoliciting Material Pursuant to § 240.14a-12

Education Realty Trust, Inc.

(Name of Registrant as Specified in its Charter)

N/A

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

oNo fee required

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Education Realty Trust, Inc.'s Common Stock, $0.01 par value per share (Common Stock)

(2) Aggregate number of securities to which transaction applies:

80,604,618 shares of Common Stock issued and outstanding as of July 25, 2018

58,520 shares of Common Stock issuable upon conversion of 58,520 outstanding class A common units of limited partnership interest in Education Realty Operating Partnership, LP (other than units held by Education Realty Trust, Inc.) (OP units)

609,734 shares of Common Stock issuable upon the conversion of 609,734 outstanding long-term incentive plan units in Education Realty Operating Partnership, LP (LTIP units)

69,086 shares of Common Stock issuable upon the conversion of 69,086 units of limited partnership interest in University Towers Operating Partnership, LP (DownREIT units)

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

The maximum aggregate value was determined by multiplying (a) the 81,341,958 shares of Common Stock (including shares of Common Stock underlying OP units, LTIP units and DownREIT units) that are exchangeable for cash in the mergers, by (b) the merger consideration of $41.50 to be paid with respect to each share of Common Stock outstanding immediately prior to the mergers. In accordance with Section 14(g) of the Securities Exchange Act of 1934, as amended, the filing fee was determined by multiplying the sum calculated in the preceding sentence by 0.0001245.

(4) Proposed maximum aggregate value of transaction: $3,375,691,257.00

(5) Total fee paid: $420,273.56

oFee paid previously with preliminary materials.

oCheck box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

TABLE OF CONTENTS

PRELIMINARY PROXY STATEMENT, SUBJECT TO COMPLETION
DATED JULY 25, 2018

, 2018

Dear Fellow Stockholder,

You are cordially invited to attend a special meeting of stockholders of Education Realty Trust, Inc., a Maryland corporation, which will be held on at , local time, at the Company s headquarters, which are located at 999 South Shady Grove Road, Suite 600, Memphis, Tennessee 38120.

At the special meeting, you will be asked to consider and vote on the merger of Education Realty Trust, Inc. with and into GSHGIF REIT, an affiliate of Greystar Real Estate Partners, LLC, which we refer to as the REIT merger, pursuant to the Agreement and Plan of Merger, dated as of June 25, 2018, among Education Realty Trust, Inc., Education Realty Operating Partnership, LP, Education Realty OP GP, Inc., University Towers Operating Partnership, LP, University Towers OP GP, LLC and certain other affiliates of Greystar Real Estate Partners, LLC, as it may be amended from time to time, which we refer to as the merger agreement. If the REIT merger is completed, you, as a holder of shares of common stock of Education Realty Trust, Inc., will be entitled to receive $41.50 in cash, without interest, subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing. If the closing of the REIT merger and the other transactions contemplated by the merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay regular dividends in cash of $0.00435 per calendar day from October 15, 2018 until the closing date of the REIT merger for each share of common stock. Any such dividend payments will not impact the amount of the REIT merger consideration.

At the special meeting, you will also be asked to consider and vote upon a proposal to approve, on a non-binding, advisory basis, the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers and a proposal to adjourn the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger.

After careful consideration, our board of directors has unanimously approved the REIT merger, the merger agreement and the other transactions contemplated by the merger agreement, and has declared the REIT merger and the other transactions contemplated by the merger agreement advisable and in the best interests of Education Realty Trust, Inc. and our stockholders. **Accordingly, our board of directors recommends that you vote FOR the approval of the REIT merger. In addition, our board of directors recommends that you vote FOR the approval, on a non-binding, advisory basis, of the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers and that you vote FOR the approval of any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger.**

The REIT merger must be approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the proposal as of the close of business on the record date for the special meeting. The proxy statement accompanying this letter provides you with more specific information concerning the special meeting, the REIT merger, the merger agreement and the other transactions

TABLE OF CONTENTS

contemplated by the merger agreement. We encourage you to read carefully the enclosed proxy statement, including the exhibits. You may also obtain more information about Education Realty Trust, Inc. from us or from documents we have filed with the Securities and Exchange Commission.

Your vote is very important regardless of the number of shares of common stock that you own. Whether or not you plan to attend the special meeting, we request that you authorize your proxy by either completing and returning the enclosed proxy card as promptly as possible or authorizing your proxy or voting instructions by telephone or through the Internet. The enclosed proxy card contains instructions regarding voting. If you attend the special meeting, you may continue to have your shares voted as instructed in the proxy, or you may withdraw your proxy at the special meeting and vote your shares in person. If you fail to vote by proxy or in person, or fail to instruct your broker, bank or other nominee on how to vote, the effect will be that the shares of common stock that you own will not be counted for purposes of determining whether a quorum is present at the special meeting and will have the same effect as a vote AGAINST the proposal to approve the REIT merger.

On behalf of the board of directors, thank you for your continued support and your thoughtful consideration of this matter.

Sincerely,

Randy Churchey
Chief Executive Officer and
Chairman of the Board of Directors

This proxy statement is dated , 2018 and is first being mailed to our stockholders on or about , 2018.

Neither the United States Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the mergers, passed upon the merits or fairness of the mergers or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.

TABLE OF CONTENTS

999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
(901) 259-2500

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD ON , 2018

To the Stockholders of Education Realty Trust, Inc.:

You are cordially invited to attend a special meeting of stockholders of Education Realty Trust, Inc.

WHEN: a.m. local time on , 2018.

WHERE: The Company's headquarters, which are located at 999 South Shady Grove Road, Suite 600, Memphis, Tennessee 38120.

ITEMS OF BUSINESS:

1. To consider and vote on the merger of Education Realty Trust, Inc. with and into GSHGIF REIT, an affiliate of Greystar Real Estate Partners, LLC, which we refer to as the REIT merger, pursuant to the Agreement and Plan of Merger, dated as of June 25, 2018, among Education Realty Trust, Inc., Education Realty Operating Partnership, LP, Education Realty OP GP, Inc., University Towers Operating Partnership, LP, University Towers OP GP, LLC and certain other affiliates of Greystar Real Estate Partners, LLC, as it may be amended from time to time, which we refer to as the merger agreement **(Proposal 1);**

2. To consider and vote on a proposal to approve, on a non-binding, advisory basis, the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers **(Proposal 2);** and

3. To consider and vote on a proposal to approve any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger **(Proposal 3)**.

The foregoing items of business are more fully described in the attached proxy statement, which forms a part of this notice and is incorporated herein by reference.

RECORD DATE: Stockholders of record as of the close of business on , 2018 will be entitled to notice of and to vote at the special meeting or any postponement or adjournment thereof.

RECOMMENDATIONS: **Our board of directors has unanimously approved the REIT merger, the merger agreement and the other transactions contemplated by the merger agreement, and has declared the REIT merger and the other transactions contemplated by the**

merger agreement advisable and in the best interests of Education Realty Trust, Inc. and our stockholders.

TABLE OF CONTENTS

Our board of directors recommends that you vote:

- **FOR Proposal 1 (the proposal to approve the REIT merger);**
- **FOR Proposal 2 (the proposal to approve, on a non-binding, advisory basis, the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers); and**
- **FOR Proposal 3 (the proposal to approve any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger).**

REQUIRED VOTES

Proposal 1 – The REIT merger must be approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the proposal as of the close of business on the record date for the special meeting. **Accordingly, your vote is very important regardless of the number of shares of common stock that you own.** Whether or not you plan to attend the special meeting, we request that you authorize your proxy to vote your shares by either marking, signing, dating and promptly returning the enclosed proxy card in the postage-paid envelope or authorizing your proxy or voting instructions by telephone or through the Internet. If you attend the special meeting, you may continue to have your shares voted as instructed in the proxy, or you may withdraw your proxy at the special meeting and vote your shares in person. **If you fail to vote by proxy or in person, or fail to instruct your broker, bank or other nominee on how to vote, the effect will be that the shares of common stock that you own will not be counted for purposes of determining whether a quorum is present at the special meeting and will have the same effect as a vote AGAINST the proposal to approve the REIT merger.**

Proposals 2 and 3 – For the approval of the proposal regarding the non-binding, advisory vote on the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers and the approval of the proposal regarding any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger, each requires the affirmative vote of a majority of the votes cast on the proposal at a meeting at which a quorum is present. If you fail to vote by proxy or in person, or fail to instruct your broker on how to vote, such failure will have no effect on the outcome of such proposals assuming a quorum is present. Abstentions are not considered votes cast and therefore will have no effect on the outcome of the vote on either of these proposals. However, abstentions will be considered present for the purpose of determining the presence of a quorum.

Any proxy may be revoked at any time prior to its exercise by delivery of a properly executed, later-dated proxy card, by authorizing your proxy or voting instructions by telephone or through the Internet at a later date than your previously authorized proxy, by submitting a written revocation of your proxy to our corporate secretary, or by voting in person at the special meeting. If you are a stockholder of record, your proxy must be received by telephone or the Internet by 11:59 p.m., New York time, on 2018 in order for your shares to be voted at the special meeting.

TABLE OF CONTENTS

We encourage you to read the accompanying proxy statement in its entirety and to submit a proxy or voting instructions so that your shares of our common stock will be represented and voted even if you do not attend the special meeting. If you have any questions or need assistance in submitting a proxy or your voting instructions, please call our proxy solicitor, Innisfree M&A Incorporated, toll-free at (888) 750-5834 (stockholders) or (212) 750-5833 (banks and brokers).

By Order of the Board of Directors,

Elizabeth L. Keough
General Counsel and Secretary

, 2018
Memphis, Tennessee

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
(901) 259-2500

**PROXY STATEMENT FOR THE
SPECIAL MEETING OF STOCKHOLDERS**

This Proxy Statement is furnished by Education Realty Trust, Inc., a Maryland corporation, on behalf of its board of directors for use at the Special Meeting of Stockholders (the special meeting), and at any postponement or adjournment thereof, for the purposes set forth herein and in the accompanying Notice of Special Meeting of Stockholders. When used in this Proxy Statement, the terms we, us, our, the Company or EdR refer to Education Realty Trust, Inc.

Unless stated otherwise, all references in this proxy statement to:

- Blackstone are to The Blackstone Group L.P. and/or its affiliates;
- Blackstone Asset Purchaser are to a 95%/5% joint venture led by an affiliate of the Blackstone Investor with an affiliate of Greystar;
- Blackstone Investor are to BREIT Operating Partnership L.P., a Delaware limited partnership that is the operating partnership subsidiary of BREIT;
- BREIT are to Blackstone Real Estate Income Trust, Inc., a Maryland corporation that is a non-exchange traded, perpetual life REIT that acquires primarily stabilized income-oriented commercial real estate in the United States and to a lesser extent real estate-related securities, which is the sole general partner of the Blackstone Investor and which owns all or substantially all of its assets through the Blackstone Investor;
- Buyer Parties are to, collectively, Parent, REIT Merger Sub, OP Merger Sub and DownREIT Merger Sub;
- Code are to the Internal Revenue Code of 1986, as amended;
- common stock are to the shares of common stock of the Company, $0.01 par value per share;
- Company Parties are to, collectively, the Company, the Operating Partnership, the DownREIT Partnership, OP GP and DownREIT GP;
- DownREIT GP are to University Towers OP GP, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Operating Partnership that serves as the sole general partner of the DownREIT Partnership;
- DownREIT Merger Sub are to GSHGIF DownREIT LP, a Delaware limited partnership, a direct subsidiary of OP Merger Sub and an indirect subsidiary of REIT Merger Sub and Parent;
- DownREIT Partnership are to University Towers Operating Partnership, LP, a Delaware limited partnership and a subsidiary of the Operating Partnership;

TABLE OF CONTENTS

- DownREIT Partnership merger are to the merger of DownREIT Merger Sub with and into the DownREIT Partnership, with the DownREIT Partnership continuing as the DownREIT surviving entity;
- DownREIT Partnership merger consideration are to the amount that each DownREIT unit that is outstanding immediately prior to the effective time of the DownREIT Partnership merger, other than any DownREIT units held directly or indirectly by us or our subsidiaries, is entitled to receive, which is an amount in cash equal to $41.50, without interest and less any applicable withholding taxes, subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing;
- DownREIT surviving entity are to the DownREIT Partnership after the effective time of the DownREIT Partnership merger;
- DownREIT units are to common partnership units in the DownREIT Partnership;
- Exchange Act are to the Securities Exchange Act of 1934, as amended;
- Greystar are to Greystar Real Estate Partners, LLC, a leading, fully integrated real estate company offering expertise in investment management, development and property management of rental housing properties globally;
- merger agreement are to the Agreement and Plan of Merger, dated as of June 25, 2018, by and among the Company, the Operating Partnership, the DownREIT Partnership, OP GP, DownREIT GP, Parent, REIT Merger Sub, OP Merger Sub and DownREIT Merger Sub, as it may be amended from time to time, a copy of which is attached as **Exhibit A** to this proxy statement and is incorporated by reference herein;
- merger consideration are to, collectively, the REIT merger consideration, the Operating Partnership merger consideration and the DownREIT Partnership merger consideration;
- mergers are to, collectively, the REIT merger, the Operating Partnership merger and the DownREIT Partnership merger;
- NYSE are to the New York Stock Exchange, the exchange on which the common stock is listed for trading under the symbol EDR ;
- OP GP are to Education Realty OP GP, Inc., a Delaware corporation and a wholly owned subsidiary of the Company that serves as the sole general partner of the Operating Partnership;
- OP Merger Sub are to GSHGIF Acquisition LP, a Delaware limited partnership, a direct subsidiary of REIT Merger Sub and an indirect wholly owned subsidiary of Parent;
- OP units are to Class A units of limited partnership interest in the Operating Partnership;
- Operating Partnership are to Education Realty Operating Partnership, LP, a Delaware limited partnership, the operating partnership subsidiary of the Company;
- Operating Partnership merger are to the merger of OP Merger Sub with and into the Operating Partnership, with the Operating Partnership continuing as the partnership surviving entity;
- Operating Partnership merger consideration are to the amount that each OP unit that is outstanding immediately prior to the effective time of the Operating Partnership merger, other than any OP units held directly or indirectly by us or any of our subsidiaries, is entitled to receive, which is an amount in cash equal to $41.50, without interest and less any applicable withholding taxes, subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing;

TABLE OF CONTENTS

- Parent are to GSHGIF LTP, LP (now known as Greystar Student Housing Growth and Income LTP, LP), a Delaware limited partnership and an affiliate of Greystar;
- partnership surviving entity are to the Operating Partnership after the effective time of the Operating Partnership merger;
- REIT are to a real estate investment trust within the meaning of Section 856 of the Code;
- REIT merger are to the merger of the Company with and into REIT Merger Sub, with REIT Merger Sub continuing as the REIT surviving entity;
- REIT merger consideration are to the amount that each share of our common stock that is outstanding immediately prior to the effective time of the REIT merger (other than any shares of our common stock held directly or indirectly by the Company Parties, the Buyer Parties or any of their respective subsidiaries, which will automatically be canceled and retired and will cease to exist with no consideration being delivered in exchange therefor) is entitled to receive, which is an amount in cash equal to $41.50, without interest and less any applicable withholding taxes, subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing;
- REIT Merger Sub are to GSHGIF REIT, a Maryland real estate investment trust and a wholly owned subsidiary of Parent;
- REIT surviving entity are to REIT Merger Sub after the effective time of the REIT merger; and
- Securities Act are to the Securities Act of 1933, as amended.

TABLE OF CONTENTS

SUMMARY

This summary highlights only selected information from this proxy statement relating to (1) the REIT merger, (2) the Operating Partnership merger, (3) the DownREIT Partnership merger, and (4) certain related transactions. References to the mergers refer collectively to the REIT merger, the Operating Partnership merger and the DownREIT Partnership merger. This summary does not contain all of the information about the mergers and related transactions contemplated by the merger agreement that may be important to you. As a result, to understand the mergers and the related transactions fully and for a more complete description of the terms of the mergers and related transactions, you should read carefully this proxy statement in its entirety, including the exhibits and the other documents to which we have referred you, including the merger agreement attached as ***Exhibit A****. Each item in this summary includes a page reference directing you to a more complete description of that item elsewhere in this proxy statement. This proxy statement is first being mailed to our stockholders on or about , 2018.*

The Parties to the Mergers (page 29)

Education Realty Trust, Inc.
999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
(901) 259-2500

We are a self-managed and self-advised company incorporated in the State of Maryland in July 2004 to develop, acquire, own and manage collegiate housing communities located near or on university campuses. We were formed to continue and expand upon the collegiate housing business of Allen & O Hara, Inc., a company with over 40 years of experience as an owner, manager and developer of collegiate housing. We selectively develop collegiate housing communities for our own account and also provide third-party management services as well as third-party development consulting services on collegiate housing development projects for universities and other third parties. As of June 30, 2018, we owned 67 collegiate housing communities located in 24 states containing approximately 35,300 beds on or near 39 university campuses. As of June 30, 2018, we provided third-party management services for 12 collegiate housing communities located in 7 states containing approximately 7,000 beds on or near 11 university campuses. We have elected to be taxed as a REIT for U.S. federal income tax purposes.

Our website is www.edrtrust.com. The information found on, or otherwise accessible through, our website is not incorporated into, and does not form a part of, this proxy statement or any other report or document we file with or furnish to the SEC. Shares of our common stock are listed on the NYSE under the symbol EDR. For additional information about us and our business, please refer to Where You Can Find More Information on page 109 of this proxy statement.

Education Realty Operating Partnership, LP
999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
(901) 259-2500

The Operating Partnership is a Delaware limited partnership. All of our assets are held by, and we conduct substantially all of our activities through the Operating Partnership and its consolidated subsidiaries. The sole general partner of the Operating Partnership is OP GP, a Delaware corporation and a wholly owned subsidiary of the Company. As of June 30, 2018, we owned, through OP GP and Education Realty OP Limited Partner Trust, approximately 99.90% of the total outstanding partnership interests in the Operating Partnership.

University Towers Operating Partnership, LP
999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120
(901) 259-2500

The DownREIT Partnership is a Delaware limited partnership. The DownREIT Partnership holds, owns and operates our University Towers property located in Raleigh, North Carolina. As of June 30, 2018, we

TABLE OF CONTENTS

indirectly owned 72.7% of the common partnership units and 100% of the preferred partnership units in the DownREIT Partnership. The sole general partner of the DownREIT Partnership is DownREIT GP, a Delaware limited liability company.

Greystar Student Housing Growth and Income LTP, LP
c/o Greystar Real Estate Partners, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401
(843) 579-9400

Parent is a Delaware limited partnership and an affiliate of Greystar. Parent was formed solely for the purpose of acquiring us and our subsidiaries and has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement.

GSHGIF REIT
c/o Greystar Real Estate Partners, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401
(843) 579-9400

REIT Merger Sub is a Maryland real estate investment trust and a wholly owned subsidiary of Parent. REIT Merger Sub was formed solely for the purpose of facilitating Parent s acquisition of us and our subsidiaries and has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Pursuant to the merger agreement, at the effective time of the REIT merger, we will merge with and into REIT Merger Sub, with REIT Merger Sub continuing as the REIT surviving entity.

GSHGIF Acquisition LP
c/o Greystar Real Estate Partners, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401
(843) 579-9400

OP Merger Sub is a Delaware limited partnership, a direct subsidiary of REIT Merger Sub and an indirect wholly owned subsidiary of Parent. OP Merger Sub was formed solely for the purpose of facilitating Parent s acquisition of us and our subsidiaries and has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Pursuant to the merger agreement, at the effective time of the Operating Partnership merger, OP Merger Sub will merge with and into the Operating Partnership, with the Operating Partnership continuing as the partnership surviving entity.

GSHGIF DownREIT LP
c/o Greystar Real Estate Partners, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401
(843) 579-9400

DownREIT Merger Sub is a Delaware limited partnership, a direct subsidiary of OP Merger Sub and an indirect subsidiary of REIT Merger Sub and Parent. DownREIT Merger Sub was formed solely for the purpose of facilitating Parent s acquisition of us and our subsidiaries and has not carried on any activities to date, except for activities

incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Pursuant to the merger agreement, at the effective time of the DownREIT Partnership merger, DownREIT Merger Sub will merge with and into the DownREIT Partnership, with the DownREIT Partnership continuing as the DownREIT surviving entity.

TABLE OF CONTENTS

Greystar Real Estate Partners, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401
(843) 579-9400

Greystar is a leading, fully integrated real estate company offering expertise in investment management, development and property management of rental housing properties globally. Headquartered in Charleston, South Carolina, with offices throughout the United States, Europe, Latin America and Asia-Pacific, Greystar is the largest operator of apartments in the United States, managing more than 435,000 conventional units and student beds in over 150 markets globally. Greystar also has a robust institutional investment management platform dedicated to managing capital on behalf of a global network of institutional investors with nearly $26 billion in gross assets under management, including more than $9.7 billion of developments underway. With approximately $6 billion in student housing assets under management, Greystar is the 10th largest student housing operator in the United States, the largest student housing operator in Spain and the 3rd largest owner of student housing assets in the United Kingdom with a growing presence across Europe. Greystar was founded by Bob Faith in 1993 with the intent to become a provider of world class service in the rental housing real estate business.

The Special Meeting (page 32)

The Proposals

The special meeting of our stockholders will be held on , 2018 at a.m., local time, at our headquarters, which are located at 999 South Shady Grove Road, Suite 600, Memphis, Tennessee 38120. At the special meeting, you will be asked to consider and vote on:

- a proposal to approve the REIT merger, which we refer to as the merger proposal,
- a proposal to approve, on a non-binding, advisory basis, the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers, which we refer to as the merger-related compensation proposal, and
- a proposal to approve any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger, which we refer to as the adjournment proposal.

We do not expect that any matters other than the proposals set forth above will be brought before the special meeting, and only matters specified in the notice of the meeting may be acted upon at the special meeting. If, however, such a matter is properly presented at the special meeting or any postponement or adjournment of the special meeting, the persons appointed as proxies will have discretionary authority to vote the shares represented by duly executed proxies.

Recommendations of Our Board of Directors

After careful consideration, our board of directors has unanimously approved the REIT merger, the merger agreement and the other transactions contemplated by the merger agreement, and has declared the REIT merger and the other transactions contemplated by the merger agreement advisable and in the best interests of the Company and our stockholders. **Accordingly, our board of directors recommends that you vote FOR the approval of the REIT merger. In addition, our board of directors recommends that you vote FOR the approval, on a non-binding, advisory basis, of the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers and that you vote FOR the approval of any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger.**

For more information concerning the recommendation of our board of directors with respect to the REIT merger and the merger agreement, see Proposal 1: Proposal to Approve the REIT Merger—Recommendations of Our Board of Directors and Reasons for the Mergers beginning on page 51.

TABLE OF CONTENTS

Record Date, Notice and Quorum

All holders of record of our common stock as of the close of business on , 2018, the record date for the special meeting, are entitled to receive notice of and attend the special meeting or any postponement or adjournment of the special meeting. Each common stockholder will be entitled to cast one vote on each matter presented at the special meeting for each share of common stock that such holder owned as of the record date. On the record date, there were shares of common stock outstanding and entitled to vote at the special meeting.

The presence in person or by proxy of our common stockholders entitled to cast a majority of all the votes entitled to be cast as of the close of business on the record date will constitute a quorum for purposes of the special meeting. A quorum is necessary to transact business at the special meeting. Abstentions will be counted as shares present for the purposes of determining the presence of a quorum. If a quorum is not present at the special meeting, we expect that the special meeting will be postponed or adjourned to a later date.

Required Vote

Completion of the mergers requires approval of the REIT merger by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the proposal as of the close of business on the record date for the special meeting. Because the required vote for this proposal is based on the number of votes our common stockholders are entitled to cast rather than on the number of votes actually cast, if you fail to authorize a proxy or vote in person (including by abstaining), or fail to instruct your broker on how to vote, such failure will have the same effect as votes cast **AGAINST** the proposal to approve the REIT merger.

In addition, for the approval of the proposal regarding the non-binding, advisory vote on the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the mergers (i.e., the merger-related compensation proposal) and the approval of the proposal regarding any adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional proxies if there are not sufficient votes at the time of the special meeting to approve the REIT merger (i.e., the adjournment proposal), each requires the affirmative vote of a majority of the votes cast on the proposal. In addition, our bylaws permit the chairman of the special meeting, acting in his or her own discretion and without any action by our stockholders, to adjourn the special meeting to a later date and time and at a place announced at the special meeting. Approvals of the merger-related compensation proposal and the adjournment proposal are not a condition to completion of the mergers.

Abstentions and Broker Non-Votes

Abstentions will be treated as present at the special meeting for purposes of determining the presence or absence of a quorum. Abstentions will have the same effect as votes cast **AGAINST** the merger proposal but will have no effect on the other proposals. There can be no broker non-votes at the special meeting, so failure to provide instructions to your broker or other nominee on how to vote will result in your shares not being counted as present at the meeting. A broker non-vote occurs when shares held by a broker or other nominee are represented at the meeting, but the broker or other nominee has not received voting instructions from the beneficial owner and does not have the discretion to direct the voting of the shares on a particular proposal but has discretionary voting power on other proposals. The only proposals to be voted on at the special meeting are non-routine under NYSE Rule 452. Nominees may exercise discretion in voting on routine matters but may not exercise discretion and therefore will not vote on non-routine matters if instructions are not given. The proposals are regarded as non-routine matters, and your broker or other nominee may not vote on these proposals without instructions from you.

Votes by our Directors and Executive Officers

As of the record date, our directors and executive officers owned and are entitled to vote an aggregate of approximately 483,551 shares of our common stock, entitling them to exercise approximately 0.6% of the voting power of our common stock entitled to vote at the special meeting. Our directors and executive officers

TABLE OF CONTENTS

have informed us that they intend to vote the shares of our common stock that they own in favor of the merger proposal, the merger-related compensation proposal and the adjournment proposal.

Proxies; Revocation

Any of our common stockholders of record entitled to vote may authorize a proxy by returning the enclosed proxy card, authorizing your proxy or voting instructions by telephone or through the Internet, or by appearing and voting at the special meeting in person. If the shares of our common stock that you own are held in street name by your broker, you should instruct your broker on how to vote your shares using the instructions provided by your broker.

Any proxy may be revoked at any time prior to its exercise by your delivery of a properly executed, later-dated proxy card, by authorizing your proxy by telephone or through the Internet at a later date than your previously authorized proxy, by your filing a written revocation of your proxy with our Secretary or by your voting in person at the special meeting. If you are a stockholder of record, your proxy must be received by telephone or the Internet by 11:59 p.m., New York time, on , 2018 in order for your shares to be voted at the special meeting.

The Mergers (page 75)

Pursuant to the terms of the merger agreement, subject to the satisfaction or waiver of certain conditions set forth in the merger agreement, the Company will merge with and into REIT Merger Sub at the effective time of the REIT merger, with REIT Merger Sub continuing as the REIT surviving entity in the REIT merger, and each share of our common stock that is outstanding immediately prior to the effective time of the REIT merger (other than any shares of our common stock held directly or indirectly by the Company Parties, the Buyer Parties or any of their respective subsidiaries, which will automatically be canceled and retired and will cease to exist with no consideration being delivered in exchange therefor) will be canceled and retired and automatically converted into the right to receive the REIT merger consideration, which is an amount in cash equal to $41.50, without interest and less any applicable withholding taxes, subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing. If the closing of the mergers and the other transactions contemplated by the merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay regular dividends in cash of $0.00435 per calendar day from October 15, 2018 until the closing date of the REIT merger for each share of our common stock. Any such dividend payments will not impact the amount of the REIT merger consideration.

Immediately after the effective time of the REIT merger, OP Merger Sub will merge with and into the Operating Partnership at the effective time of the Operating Partnership merger, with the Operating Partnership continuing as the partnership surviving entity in the Operating Partnership merger, and pursuant to which each OP unit that is outstanding immediately prior to the effective time of the Operating Partnership merger, other than any OP units held directly or indirectly by us or any of our subsidiaries, will be converted into the right to receive the Operating Partnership merger consideration, which is an amount in cash equal to $41.50, without interest and less any applicable withholding taxes, subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing. If the closing of the mergers and the other transactions contemplated by the merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay regular distributions in cash of $0.00435 per calendar day per OP unit from October 15, 2018 until the closing date. Any such distribution will not impact the amount of the Operating Partnership merger consideration.

Immediately after the effective time of the Operating Partnership merger, DownREIT Merger Sub will merge with and into the DownREIT Partnership at the effective time of the DownREIT Partnership merger, with the DownREIT Partnership continuing as the DownREIT surviving entity in the DownREIT Partnership merger, and pursuant to which each DownREIT unit that is outstanding immediately prior to the effective time of the DownREIT Partnership

merger, other than any DownREIT units held directly or indirectly by us or our subsidiaries, will be converted into the right to receive the DownREIT Partnership merger consideration, which is an amount in cash equal to $41.50, without interest and less any applicable withholding taxes,

TABLE OF CONTENTS

subject to certain adjustments set forth in the merger agreement in the event that we are required to pay certain dividends prior to the closing. If the closing of the mergers and the other transactions contemplated by the merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay regular distributions in cash of $0.00435 per calendar day per DownREIT unit from October 15, 2018 until the closing date. Any such distribution will not impact the amount of the DownREIT Partnership merger consideration.

Opinion of EdR's Financial Advisor (page 55)

In connection with the mergers, Merrill Lynch, Pierce, Fenner & Smith Incorporated (referred to as BofA Merrill Lynch), EdR s financial advisor, delivered a written opinion, dated June 24, 2018, to EdR s board of directors as to the fairness, from a financial point of view and as of such date, of the REIT merger consideration to be received by holders of EdR common stock (other than, to the extent applicable, Greystar, Parent, REIT Merger Sub, investors in Greystar funds or related entities, and their respective affiliates). The full text of BofA Merrill Lynch s written opinion, dated June 24, 2018, is attached as **Exhibit B** to this proxy statement and sets forth, among other things, the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken by BofA Merrill Lynch in rendering its opinion. **BofA Merrill Lynch delivered its opinion to EdR s board of directors for the benefit and use of EdR s board of directors (in its capacity as such) in connection with and for purposes of its evaluation of the REIT merger consideration from a financial point of view. BofA Merrill Lynch s opinion did not address any terms or other aspects or implications of the mergers (other than the REIT merger consideration to the extent expressly specified in such opinion) and no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to EdR or in which EdR might engage or as to the underlying business decision of EdR to proceed with or effect the mergers. BofA Merrill Lynch also expressed no opinion or recommendation as to how any stockholder should vote or act in connection with the mergers or any other matter.**

Treatment of Common Stock (page 76)

The merger agreement provides that, at the effective time of the REIT merger, each share of our common stock issued and outstanding immediately prior to the effective time of the REIT merger (other than any shares of our common stock held directly or indirectly by the Company Parties, the Buyer Parties or any of their respective subsidiaries, which will automatically be canceled and retired and will cease to exist with no consideration being delivered in exchange therefor) will automatically be converted into the right to receive the REIT merger consideration. If we declare a distribution reasonably necessary to maintain our status as a REIT under the Code, or to avoid the payment of income or excise tax as permitted under the merger agreement, the REIT merger consideration will be decreased by an amount equal to the per share amount of such distribution. If the closing of the mergers and the other transactions contemplated by the merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay regular dividends in cash of $0.00435 per calendar day per share of common stock from October 15, 2018 until the closing date. Any such dividend payment will not impact the amount of the REIT merger consideration.

Treatment of Interests in the Operating Partnership (page 76)

The merger agreement provides that, at the effective time of the Operating Partnership merger, each OP unit issued and outstanding immediately prior to the effective time of the Operating Partnership merger (other than any OP unit held directly or indirectly by us or any of our subsidiaries, which will automatically be canceled and retired and will cease to exist with no consideration being delivered in exchange therefor) will automatically be converted into the right to receive the Operating Partnership merger consideration. If we declare a distribution reasonably necessary to maintain our status as a REIT under the Code, or to avoid the payment of income or excise tax as permitted under the merger agreement, the Operating Partnership merger consideration will be decreased by an amount equal to the per OP unit amount of such distribution. If the closing of the mergers and the other transactions contemplated by the

merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay distributions in cash of $0.00435 per calendar day per OP unit from October 15, 2018 until the closing date. Any such distribution will not impact the amount of the Operating Partnership merger consideration.

11

TABLE OF CONTENTS

Treatment of Interests in the DownREIT Partnership (page 76)

The merger agreement provides that, at the effective time of the DownREIT Partnership merger, each DownREIT unit issued and outstanding immediately prior to the effective time of the DownREIT Partnership merger (other than any DownREIT unit held directly or indirectly by us or any of our subsidiaries, which will automatically be canceled and retired and will cease to exist with no consideration being delivered in exchange therefor) will automatically be converted into the right to receive the DownREIT Partnership merger consideration. If we declare a distribution reasonably necessary to maintain our status as a REIT under the Code, or to avoid the payment of income or excise tax as permitted under the merger agreement, the DownREIT Partnership merger consideration will be decreased by an amount equal to the per share amount of such distribution. If the closing of the mergers and the other transactions contemplated by the merger agreement have not occurred prior to October 15, 2018, we will be entitled to declare and pay regular distributions in cash of $0.00435 per calendar day per DownREIT unit from October 15, 2018 until the closing date. Any such distribution will not impact the amount of the DownREIT Partnership merger consideration.

Treatment of Long-Term Incentive Plan Units (page 77)

Immediately prior to the effective time of the Operating Partnership merger, each outstanding long-term incentive plan unit in the Operating Partnership (which we refer to as an LTIP unit), including those that are subject to vesting or other forfeiture conditions or repurchase rights, will automatically become fully vested and free of any forfeiture conditions or repurchase rights and shall be converted into an outstanding OP unit for all purposes, including the right to receive the Operating Partnership merger consideration.

Financing (page 64)

The Company and Parent estimate that the total amount of funds required to complete the mergers and related transactions and pay related fees and expenses will be approximately $4.5 billion. Parent expects this amount to be financed through a combination of the following:

- JPMorgan Chase Bank, National Association, has committed to provide debt financing in the aggregate principal amount of up to approximately $3.0 billion, consisting of a senior term loan facility, on the terms and subject to the conditions set forth in a debt commitment letter, dated as of June 25, 2018 (which we refer to as the debt commitment letter), which was delivered to Parent in advance of the execution of the merger agreement;
- a private investment group led by Greystar, and including ASGA Limited Partnership, CBRE Global Investment Partners as Alternative Investment Fund Manager on behalf of CBRE Global Investment Partners Global Alpha Fund Series FCP-SIF in respect of sub fund CBRE Global Investment Partners Global Alpha Fund, TFL Trustee Company Limited as Trustee of the TFL Pension Fund, LVS III Holding LP and OC II Holdco US LP (who, we refer to collectively as the Investors/Guarantors) have each committed, severally and not jointly, to provide their respective percentage share of equity financing in an aggregate amount equal to approximately $1.1 billion, on the terms and subject to the conditions set forth in an equity commitment letter, dated as of June 25, 2018 (which we refer to as the Investor/Guarantor equity commitment letter), which was delivered to Parent in advance of the execution of the merger agreement; and
- a private investment of $400 million in OP Merger Sub by the Blackstone Investor pursuant to an equity commitment letter, dated as of June 25, 2018 (which we refer to as the Blackstone Investor equity commitment letter and, together with the Investor/Guarantor equity commitment letter, the equity commitment letters), which was delivered to Parent in advance of the execution of the merger agreement.

The Blackstone Investor will not be required to fund its equity commitment under the Blackstone Investor equity commitment letter if the Blackstone Asset Purchaser acquires no less than approximately $1.2 billion of the Company s assets from the Operating Partnership (or its subsidiary) immediately prior to, but subject to, the closing of the mergers pursuant to a separate purchase and sale agreement, dated as of June 25, 2018, between REIT Merger Sub

and the Blackstone Asset Purchaser (which we refer to as the asset purchase and sale agreement).

12

TABLE OF CONTENTS

Interests of Our Named Executive Officers in the Mergers (page 66)

When considering the recommendation of our board of directors, you should be aware that our named executive officers, Randall L. Churchey, Thomas Trubiana, Edwin B. Brewer, Jr., Christine Richards and Lindsey Mackie (each, a NEO) have interests in the mergers other than their interests as stockholders of the Company generally, pursuant to certain agreements between us and each such NEO. These interests may be different from, or in conflict with, your interests as our stockholder. The members of our board of directors were aware of these additional interests, and considered them when they approved the merger agreement, and in recommending to our stockholders that the REIT merger be approved. Interests of the Company s NEOs that may be different from or in addition to the interests of our stockholders include:

- although we expect the employment of the NEOs to continue following the mergers, each NEO's employment agreement will be terminated at the time of closing of the mergers such that each NEO will receive a lump sum payment upon closing of the mergers equal to the amount that would have been paid to the NEO upon a termination without cause within one year after a change in control;
- the acceleration of a prorated portion of each NEO's 2018 target annual bonus and the acceleration of any unpaid portion of each NEO's 2018 target annual bonus if a NEO's employment is terminated without cause prior to the payment of his or her 2018 target annual bonus;
- the accelerated vesting of each NEO's unvested LTIP units and accelerated distribution of amounts payable on such NEOs unvested LTIP units; and
- gross-up payments to be made to our NEOs to the extent that an excise tax imposed by Section 4999 of the Code is incurred by any NEO in connection with the mergers.

Restriction on Solicitation of Acquisition Proposals (page 85)

Under the terms of the merger agreement, we and our subsidiaries are subject to restrictions on our ability to solicit any acquisition proposals (as defined in the section entitled The Merger Agreement—Other Covenants and Agreements—Restriction on Solicitation of Acquisition Proposals), including, among others, restrictions on our ability to furnish to any third parties any information in connection with any acquisition proposal, or engage in any discussions or negotiations regarding any acquisition proposal.

Subject to the terms of the merger agreement, we and our subsidiaries may furnish information to, and engage in discussions or negotiations with, a third party if we receive a written acquisition proposal from such third party that did not result from our breach of our obligations under the no solicitation provisions of the merger agreement, and our board of directors determines in good faith, after consultation with our outside legal counsel and financial advisor, that such acquisition proposal constitutes or could reasonably be expected to lead to a superior proposal (as defined in the section entitled The Merger Agreement—Other Covenants and Agreements—Restriction on Solicitation of Acquisition Proposals).

Under certain circumstances and subject to certain procedures and restrictions, we are permitted to terminate the merger agreement if our board of directors approves, and concurrently with the termination of the merger agreement, we enter into, a definitive agreement providing for the implementation of a superior proposal (it being understood that such termination will not be effective and we will not enter into any such agreement unless we pay the applicable termination fee (described below under —Termination Fees) concurrently with such termination).

Conditions to the Mergers (page 95)

Each party s obligation to complete the mergers is subject to the satisfaction or waiver of the following conditions:

- the approval of the REIT merger by the required vote of our stockholders; and

absence of any temporary restraining order, preliminary or permanent injunction or other judgment, order or decree issued by any governmental authority of competent jurisdiction prohibiting the

TABLE OF CONTENTS

consummation of the mergers or any other transactions contemplated by the merger agreement, and the absence of any law that has been enacted, entered, promulgated or enforced by any governmental authority after the date of the merger agreement that makes the consummation of the mergers illegal or otherwise prohibits consummation of the mergers.

The respective obligations of each of the Buyer Parties to consummate the mergers and the other transactions contemplated by the merger agreement are subject to the satisfaction or waiver of the following additional conditions:

- the accuracy in all material respects of certain representations and warranties of the Company Parties made in the merger agreement as of date of the merger agreement and as of the closing date (other than those representations and warranties that were made as of a specified date, which must only be accurate as of such date), regarding organization, qualification, subsidiaries, certain aspects of capital structure, authority, opinion of financial advisor, approvals required, brokers and investment company act matters;
- the accuracy in all but de minimis respects of certain representations and warranties of the Company Parties made in the merger agreement as of the date of the merger agreement and as of the closing date (other than those representations and warranties that were made as of a specified date, which must only be accurate as of such date), regarding capital structure;
- the accuracy of the other representations and warranties of the Company Parties made in the merger agreement as of the date of the merger agreement and as of the closing date (other than those representations and warranties that were made as of a specified date, which must only be accurate as of such date), except to the extent that any inaccuracies in the Company Parties' representations and warranties (disregarding materiality and material adverse effect qualifiers in the related representations and warranties) have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company;
- the Company Parties having performed in all material respects all obligations, and complied in all material respects with all agreements and covenants, required to be performed or complied with by them under the merger agreement at or prior to the closing;
- on the closing date, there shall not exist any event, occurrence or change arising after the date of the merger agreement, that, individually or in the aggregate, has had, or would reasonably be expected to have, a Company material adverse effect (as defined below, under The Merger Agreement—Representations and Warranties);
- receipt by Parent of a certificate from Company, dated the date of the closing and signed by an officer of the Company on behalf of the Company Parties, certifying to the effect that the conditions set forth above have been satisfied; and
- receipt of a tax opinion from our outside legal counsel, Morrison & Foerster LLP, substantially in the form as agreed to between the parties.

The obligation of the Company Parties to consummate the mergers and the other transactions contemplated by the merger agreement is subject to the satisfaction or waiver of the following additional conditions:

- the accuracy in all material respects of certain representations and warranties of the Buyer Parties made in the merger agreement as of date of the merger agreement and as of the closing date (other than those representations and warranties that were made as of a specified date, which must only be accurate as of such date), regarding organization, qualification, authority, brokers and financing, available funds and guarantees;
- the accuracy of the other representations and warranties of the Buyer Parties made in the merger agreement as of the date of the merger agreement and as of the closing date (other than those representations and warranties that were made as of a specified date, which must only be accurate

TABLE OF CONTENTS

as of such date), except that any inaccuracies in such representations and warranties will be disregarded if such inaccuracies (disregarding materiality and material adverse effect qualifiers in the related representations and warranties) have not had and would not reasonably be expected to have a material adverse effect on Parent;

- Parent having performed in all material respects all obligations, and complied in all material respects with all agreements and covenants, required to be performed or complied with by it under the merger agreement at or prior to the closing; and
- receipt of a certificate from Parent, dated the date of the closing and signed by an officer of the Parent on behalf of the Buyer Parties, certifying to the effect that the conditions set forth in the bullets above have been satisfied.

Termination of the Merger Agreement (page 96)

We and Parent may terminate the merger agreement by mutual written consent at any time before the effective time of the REIT merger. In addition, either we or Parent may terminate the merger agreement if:

- the mergers have not been consummated on or before December 31, 2018, so long as a breach of the merger agreement by the party terminating the merger agreement is not the cause of the failure of the mergers to be consummated by December 31, 2018;
- any governmental authority of competent jurisdiction has issued an order or taken any other action permanently restraining or otherwise prohibiting the mergers, and such order or other action shall have become final and non-appealable (except that this termination right will not be available to a party if the issuance of such final, non-appealable order or taking of such other action was primarily due to the failure of such party to comply with any provision of the merger agreement); or
- if the requisite vote of our stockholders to approve the REIT merger has not been obtained after the special meeting (or any postponement or adjournment thereof) has been duly convened.

We may also terminate the merger agreement:

- if Parent has breached or failed to perform any of its representations, warranties, covenants or other agreements contained in the merger agreement and such breach results in the applicable closing conditions regarding representations and warranties or covenants and agreements being incapable of being satisfied by December 31, 2018 (so long as the Company Parties are not also in breach of their obligations under the merger agreement);
- at any time prior to the approval of the REIT merger by our stockholders, if (1) our board of directors has authorized us to enter into an alternative acquisition agreement with respect to a superior proposal, (2) substantially concurrently with such termination, the Company enters into an alternative acquisition agreement with respect to such superior proposal, and (3) we have paid the related termination fee to Parent; or
- if (1) at the time of such termination, all conditions to Parent's obligation to complete the closing (other than those conditions that are to be satisfied by action taken at the closing) have been satisfied, (2) we have delivered written notice to Parent to the effect that conditions to Parent's obligation to complete the closing have been satisfied (or waived in writing by Parent), (3) the Company Parties are ready, willing and able to complete the mergers on such date, and (4) the Parent Parties have failed to consummate the mergers within three days after notice from us.

Parent may also terminate the merger agreement:

- if any of the Company Parties has breached, violated or failed to perform any of its representations, warranties, covenants or other agreements contained in the merger agreement and such breach

TABLE OF CONTENTS

results in the applicable closing conditions regarding representations and warranties or covenants and agreements being incapable of being satisfied by December 31, 2018 (so long as Parent is not also in breach of its obligations under the merger agreement); or

- if (1) our board of directors has effected a change in recommendation as described above under The Merger Agreement—Other Covenants and Agreements—Changes in the Board's Recommendation, (2) (A) any acquisition proposal (or any material modification thereof) is first publicly disclosed by us or the person making such acquisition proposal and (B) our board of directors has failed to (publicly, if so requested by Parent) reaffirm the board recommendation by the earlier of ten business days following our receipt of a request by Parent to provide such reaffirmation and, if the Company stockholder meeting is scheduled to be held within ten business days from the date of such announcement, promptly and in any event prior to the date on which the special meeting is scheduled to be held, (3) we or our board of directors or any committee thereof approves, adopts, publicly endorses, declares advisable or recommends, or enters into or allows us, the Operating Partnership or our respective subsidiaries to enter into an alternative acquisition agreement relating to any acquisition proposal (other than an acceptable confidentiality agreement), or (4) any of the Company Parties has materially breached or violated any of its obligations under the provisions described in The Merger Agreement—Other Covenants and Agreements—Restriction on Solicitation of Acquisition Proposals or The Merger Agreement—Other Covenants and Agreements—Changes in the Board's Recommendation.

Termination Fees (page 97)

Company Termination Fee

We will be required to pay a termination fee in cash to Parent upon the occurrence of any of the following:

- the merger agreement is terminated by Parent if (1) our board of directors has effected a change in recommendation; (2) (A) any acquisition proposal (or any material modification thereof) is first publicly disclosed by us or the person making such acquisition proposal and (B) our board of directors has failed to (publicly, if so requested by Parent) reaffirm the board recommendation by the earlier of ten business days following our receipt of a request by Parent to provide such reaffirmation and, if the special meeting is scheduled to be held within ten business days from the date of such announcement, promptly and in any event prior to the date on which the special meeting is scheduled to be held; (3) we or our board of directors or any committee thereof approves, adopts, publicly endorses, declares advisable or recommends, or enters into or allows us, the Operating Partnership or our respective subsidiaries to enter into, an alternative acquisition agreement relating to any acquisition proposal (other than an acceptable confidentiality agreement); or (4) the Company has materially breached any of its obligations under the provisions described in The Merger Agreement—Other Covenants and Agreements—Restriction on Solicitation of Acquisition Proposals or The Merger Agreement—Other Covenants and Agreements—Changes in the Board's Recommendation ;
- the merger agreement is terminated by us to enter into an alternative acquisition agreement with respect to a superior proposal; or
- each of the following requirements are satisfied:

(1) the merger agreement is terminated by Parent or us, because of a failure to receive the requisite approval of our stockholders for the REIT merger and, prior to the stockholder meeting, an acquisition proposal (or an intention to make such an acquisition proposal) had been publicly announced, publicly disclosed or otherwise publicly communicated to our stockholders, or (2) the merger agreement is terminated by Parent, if we have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in the merger agreement and such breach results in the applicable closing conditions regarding representations and warranties or covenants and agreements being incapable of being satisfied by December 31, 2018, and, after the date of the merger