

EDUCATION REALTY OPERATING PARTNERSHIP L P  
Form 424B2  
November 20, 2014

## CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Maximum Aggregate Offering Price	Amount of Registration Fee
4.600% Senior Notes due 2024	\$ 250,000,000	\$ 29,050 <sup>(1)</sup>

Calculated pursuant to Rule 457(r) under the Securities Act of 1933, as amended (the Securities Act ). The fee <sup>(1)</sup>payable in connection with the offering pursuant to this prospectus supplement has been paid in accordance with Rule 456(b) under the Securities Act.

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Filed Pursuant to Rule 424(b)(2)  
Registration Nos. 333-199988  
and 333-199988-01

PROSPECTUS SUPPLEMENT

(To Prospectus Dated November 7, 2014)

**\$250,000,000**

**Education Realty Operating Partnership, LP**

**4.600% Senior Notes due 2024**

**fully and unconditionally guaranteed by Education  
Realty Trust, Inc.**

Education Realty Operating Partnership, LP, or the Operating Partnership, is offering \$250 million aggregate principal amount of 4.600% Senior Notes due 2024, or the notes. The Operating Partnership will pay interest on the notes on June 1 and December 1 of each year, beginning on June 1, 2015. The notes will mature on December 1, 2024. However, the Operating Partnership may redeem the notes prior to maturity at its option, at any time in whole or from time to time in part, at the redemption prices described in this prospectus supplement under Description of Notes and Guarantee Optional Redemption.

The notes will be the Operating Partnership's unsecured and unsubordinated indebtedness and will rank equally in right of payment with the Operating Partnership's other unsecured and unsubordinated indebtedness from time to time outstanding. The notes will be issued only in registered form in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The notes will be fully and unconditionally guaranteed by Education Realty Trust, Inc., or the Company, which is the sole owner of the sole general partner of the Operating Partnership. The Company does not have any significant assets other than its investment in the Operating Partnership.

**Investing in the notes involves risks. See Risk Factors beginning on page S-6 in this prospectus supplement and in our Annual Report on Form 10-K for the year ended December 31, 2013, which we have filed with the Securities and Exchange Commission and which is incorporated by reference in this prospectus supplement and the accompanying prospectus, before making a decision to invest in the notes.**

The notes are a new issue of securities with no established trading market. The Operating Partnership does not intend to apply to list the notes on any securities exchange or on any automated dealer quotation system.

	Per Note	Total
Public offering price <sup>(1)</sup>	99.991 %	\$249,977,500

Underwriting discount	0.650 %	\$ 1,625,000
Proceeds (before expenses) to the Operating Partnership <sup>(1)</sup>	99.341 %	\$ 248,352,500

(1) Plus accrued interest, if any, from November 24, 2014, if settlement occurs after that date. Neither the U.S. Securities and Exchange Commission, or the SEC, nor any state or non-U.S. securities commission has approved or disapproved of the notes or determined that this prospectus supplement or the accompanying prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, including Clearstream Banking, société anonyme, and Euroclear Bank S.A./N.V., as operator of the Euroclear System, against payment in New York, New York on November 24, 2014.

*Joint Book-Running Managers*

J.P. Morgan      **RBC Capital Markets**      **BofA Merrill Lynch**      **PNC Capital Markets LLC**  
*Co-Managers*

Fifth Third Securities      **KeyBanc Capital Markets**  
Regions Securities LLC      **US Bancorp**

Prospectus Supplement dated November 19, 2014

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**Prospectus**

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## ABOUT THIS PROSPECTUS SUPPLEMENT

This document is presented in two parts. The first part is comprised of this prospectus supplement, which describes the specific terms of this offering and certain other matters relating to the Operating Partnership and the Company.

The second part, the accompanying prospectus, contains a description of the Operating Partnership's debt securities and provides more general information regarding securities that the Company and the Operating Partnership may offer from time to time, some of which does not apply to this offering. To the extent that the information contained in this prospectus supplement differs or varies from the information contained in the accompanying prospectus or documents that we previously filed with the SEC, the information in this prospectus supplement will supersede such information.

This prospectus supplement is part of a registration statement that we have filed with the SEC relating to the securities offered hereby. This prospectus supplement does not contain all of the information that we have included in the registration statement and the accompanying exhibits and schedules thereto in accordance with the rules and regulations of the SEC, and we refer you to such omitted information. It is important for you to read and consider all information contained in this prospectus supplement and the accompanying prospectus in making your investment decision. You should also read and consider the additional information that is incorporated and deemed to be incorporated by reference in this prospectus supplement and the accompanying prospectus. See **Where You Can Find More Information** in this prospectus supplement.

All references to **we**, **our**, **us**, **EdR** and the **Company** in this prospectus supplement and the accompanying prospectus refer to Education Realty Trust, Inc. and its consolidated subsidiaries, including Education Realty Operating Partnership LP, or the **Operating Partnership**, except where it is made clear that any such reference means only the **Operating Partnership**. When we refer to **you** or **yours**, we mean the purchasers of the notes.

**We are responsible for the information contained in this prospectus supplement, the accompanying prospectus, any free writing prospectus and the documents incorporated or deemed to be incorporated by reference herein and therein filed by us with the SEC. Neither we nor the underwriters have authorized any other person to provide you with additional or different information. If anyone provides you with additional or different information, you should not rely on it. Neither we nor the underwriters are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information contained in this prospectus supplement, the accompanying prospectus, any free writing prospectus filed by us with the SEC and the documents incorporated or deemed to be incorporated by reference is accurate only as of their respective dates. Our business, financial condition, liquidity, results of operations, funds from operations, or FFO, and prospects may have changed since those dates.**

## FORWARD-LOOKING STATEMENTS

Certain statements in this prospectus supplement, the accompanying prospectus and the documents that are incorporated by reference herein and therein contain **forward-looking statements** within the meaning of 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. Forward-looking statements provide our current expectations or forecasts of future events and are not statements of historical fact.

These forward-looking statements include information about possible or assumed future events, including, among other things, discussion and analysis of our future financial condition, liquidity, results of operations and FFO, our strategic plans and objectives, cost management, occupancy and leasing rates and trends, liquidity and ability to

service and refinance our indebtedness on favorable terms, or at all, as it matures, anticipated capital expenditures (and access to capital) required to complete projects, amounts of anticipated cash distributions to our stockholders in the future and other matters. Words such as anticipates, expects, intends, plans, believes, seeks, estimates and of these words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and/or could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements.

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Forward-looking statements involve inherent uncertainty and may ultimately prove to be incorrect or false. You are cautioned not to place undue reliance on forward-looking statements. Except as otherwise may be required by law, we undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or actual operating results. Our actual results could differ materially from those expressed or forecasted in these forward-looking statements as a result of various factors, including, but not limited to:

risks and uncertainties related to the national and local economies and the real estate industry in general and in our specific markets (including university enrollment conditions and admission policies and our relationships with these universities);

volatility in the capital markets;  
rising interest and insurance rates;

competition from university-owned or other private collegiate housing and our inability to obtain new tenants on favorable terms (including rental rates), or at all, upon the expiration of existing leases;

availability and terms of capital and financing, both to fund our operations and to refinance our indebtedness as it matures;

legislative or regulatory changes, including changes to laws governing collegiate housing, construction and real estate investment trusts, or REITs;

the Company's possible failure to qualify as a REIT and the risk of changes in laws affecting REITs;

our dependence upon key personnel whose continued service is not guaranteed;

our ability to identify, hire and retain highly-qualified executives in the future;

availability of appropriate acquisition and development targets;

failure to make acquisitions on attractive terms or integrate acquisitions successfully;

the financial condition and liquidity of, or disputes with, our joint venture and development partners;

impact of ad valorem, property and income taxes;

changes in generally accepted accounting principles;

construction delays, increasing construction costs or construction costs that exceed estimates;

changes in our credit ratings or outlook;

potential liability for uninsured losses and environmental liabilities;

lease-up risks; and

the potential need to fund improvements or other capital expenditures out of operating cash flow.

This list of risks and uncertainties, however, is only a summary of some of the most important factors and is not intended to be exhaustive. You should carefully review the risks described below under "Risk Factors" in this prospectus supplement and the accompanying prospectus and under the caption "Item 1A. Risk Factors" in the Company's most recent Annual Report on Form 10-K and the other information that we file from time to time with the SEC that is incorporated or deemed to be incorporated by reference in this prospectus supplement and the accompanying prospectus. New factors that are not currently known to us or of which we are currently unaware may also emerge from time to time that could materially and adversely affect us.

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## SUMMARY

*This summary is not complete and does not contain all of the information that you should consider before deciding whether to invest in the notes. To understand this offering fully prior to making an investment decision, you should carefully read this prospectus supplement, the accompanying prospectus and the documents incorporated or deemed to be incorporated by reference herein and therein. See "Where You Can Find More Information" in this prospectus supplement. You should also carefully consider the "Risk Factors" sections in this prospectus supplement and in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, which we have filed with the SEC and which is incorporated by reference in this prospectus supplement and the accompanying prospectus.*

### The Operating Partnership and the Company

We are a self-managed and self-advised REIT, organized in July 2004 to develop, acquire, own and manage collegiate housing communities located on or near university campuses. As of September 30, 2014, we owned 53 collegiate housing communities located in 21 states with 29,765 beds within 11,160 units on or near 41 university campuses, and we provide third-party management services for 22 collegiate housing communities located in 10 states with 11,510 beds within 3,676 units on or near 17 university campuses. We also selectively develop collegiate housing communities for our own account and provide third-party development consulting services on collegiate housing development projects for universities and other third parties.

All of the Company's assets are held by, and the Company conducts substantially all of its activities through, the Operating Partnership and its wholly owned subsidiaries, including EdR Management Inc., the company through which the Operating Partnership conducts management activities, and EdR Development LLC, the company through which the Operating Partnership conducts development activities.

The Company is the sole owner of Education Realty OP GP, Inc., the sole general partner of the Operating Partnership. As a result, the Company's board of directors effectively directs all of the Operating Partnership's affairs.

As of September 30, 2014, the Company owned 99.4% of the outstanding partnership units of the Operating Partnership. The remaining Operating Partnership units are held by former owners of certain of the Company's collegiate housing communities, including a member of the Company's management team and one of the Company's directors. Management operates the Company and the Operating Partnership as one business, and the members of management of the Company consist of the same members as the management of the Operating Partnership. The Company consolidates the Operating Partnership for financial reporting purposes, and the Company does not have any significant assets other than its investment in the Operating Partnership. Therefore, the assets and liabilities of the Company and the Operating Partnership are the same on their respective financial statements.

University Towers Operating Partnership, LP, or the University Towers Partnership, which is our affiliate, owns and operates our University Towers collegiate housing community located in Raleigh, North Carolina. As of September 30, 2014, the Company, through the Operating Partnership, owned 72.7% of the outstanding partnership units of the University Towers Partnership, and the remaining 27.3% was owned by former owners of the Company's University Towers collegiate housing community, including one of the Company's directors.

Our executive offices are located at 999 South Shady Grove Road, Suite 600, Memphis, Tennessee 38120, and our telephone number is (901) 259-2500. Our website address is <http://www.edrtrust.com>. However, the information located on, or accessible from, our website is not, and shall not be deemed to be, a part of this prospectus supplement or the accompanying prospectus or incorporated into any other filings that we make with the SEC.



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## The Offering

The following is a brief summary of some of the terms of this offering. It does not contain all of the information that you need to consider in making your investment decision. To understand all of the terms of the offering of the notes, you should carefully read this prospectus supplement and the accompanying prospectus.

**Issuer**

Education Realty Operating Partnership, LP

**Securities Offered**

\$250,000,000 aggregate principal amount of 4.600% Senior Notes due

**Maturity Date**

December 1, 2024

**Interest Rate**

4.600% per annum

**Interest Payment Dates**

June 1 and December 1 of each year, beginning on June 1, 2015

**Optional Redemption**

The Operating Partnership may, at its option, redeem the notes, in whole at any time or in part from time to time, in each case prior to September 1, 2024 (three months prior to the stated maturity date of the notes), at a redemption price equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal of and interest on the notes to be redeemed that would be due after the related redemption date but for such redemption (for the avoidance of doubt, exclusive of any unpaid interest accrued thereon to, but not including, such redemption date), discounted to such redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points, plus in each case unpaid interest, if any, accrued to, but not including, such redemption date. In addition, at any time on or after September 1, 2024 (three months prior to the stated maturity date of the notes), the Operating Partnership may, at its option, redeem the notes, in whole at any time or in part (in authorized denominations) from time to time, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest, if any, accrued to, but not including, the related redemption date.

**Ranking**

The notes:

will rank equally in right of payment with each other and with all of the Operating Partnership's other existing and future unsecured and unsubordinated indebtedness; and

will be senior to all of the Operating Partnership's existing or future indebtedness that is subordinated to the notes;

will be effectively subordinated in right of payment to any of the Operating Partnership's future mortgages and other secured indebtedness (to the extent of the value of the collateral securing the same) and to all preferred equity and liabilities, whether secured or unsecured, of the Operating Partnership's subsidiaries; and

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will not be guaranteed by any of the Operating Partnership's existing or future subsidiaries, and no such existing or future subsidiary has any obligation to repay the notes or any part thereof.

As of September 30, 2014, the Operating Partnerships had (i) outstanding \$397.5 million of unsecured and unsubordinated indebtedness and no secured indebtedness and (ii) no outstanding preferred equity. As of September 30, 2014, the Operating Partnership's subsidiaries had \$334.4 million of total indebtedness outstanding (excluding unamortized debt premiums), and had no outstanding preferred equity held by any third party.

**Guarantee**

The notes will be fully and unconditionally guaranteed by the Company. The guarantee will be an unsecured and unsubordinated obligation of the Company and will rank equally in right of payment with other unsecured and unsubordinated obligations of the Company from time to time outstanding. The Company does not have any significant assets other than its investment in the Operating Partnership.

**Use of Proceeds**

The net proceeds from the sale of the notes are estimated to be approximately \$247 million after deducting the underwriting discount and our estimated offering expenses. The Operating Partnership intends to use the net proceeds from this offering to prepay approximately \$69 million of mortgage debt (including prepayment penalties and other fees). The Operating Partnership expects to use the remaining net proceeds, after any prepayment penalties and other fees related to early termination of the mortgage notes, to pay down the outstanding balance of its unsecured revolving credit facility and for general corporate purposes. See "Use of Proceeds" in this prospectus supplement.

**Conflicts of Interest**

Affiliates of certain of the underwriters are lenders under our unsecured revolving credit facility and will receive their pro rata shares of the net proceeds from this offering used to reduce amounts outstanding under such facility. See "Underwriting (Conflicts of Interest) Conflicts of Interest" in this prospectus supplement.

**Covenants**

Various covenants will apply to the notes, including the following:

the Operating Partnership may not, in general, incur Indebtedness if the new Indebtedness would cause the aggregate principal amount of its total Indebtedness, excluding Intercompany Indebtedness, to be more than 60% of its Total Assets;

the Operating Partnership may not incur Secured Debt if the new Secured Debt would cause its total Secured Debt to be more than 40% of its Total Assets;

the Operating Partnership is required to maintain Total Unencumbered Assets of at least 150% of its total Unsecured Debt;

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the Operating Partnership may not incur Indebtedness if the new Indebtedness would cause its ratio of Consolidated Income Available for Debt Service to Interest Expense for its most recently completed four fiscal quarters to be less than 1:5 to 1, determined on a pro forma basis, subject to certain assumptions; and

the Operating Partnership may not consummate a merger, consolidation or sale of all or substantially all of its assets, unless certain conditions are satisfied.

**No Limitation on Incurrence of New Debt**

Subject to compliance with covenants relating to the Operating Partnership's aggregate secured and unsecured debt, maintenance of total unencumbered assets and debt service coverage, the indenture will not limit the amount of debt that the Operating Partnership may issue under the indenture or otherwise.

**Lack of a Public Market for the Notes**

The notes are a new issue of securities with no established trading market. The Operating Partnership does not intend to apply to list the notes on any securities exchange or for quotation of the notes on any automated dealer quotation system. The underwriters have advised us that they intend to make a market in the notes after this offering is completed, but they are not obligated to do so and may discontinue any market-making at any time without notice to or consent of existing noteholders. As a result, there can be no assurance regarding:

any future development, continuation or liquidity of a trading market for the notes;

the prices at which you may be able to sell your notes; or

your ability to sell your notes at all.

**Further Issues**

The Operating Partnership may, from time to time, without notice to or the consent of the holders of the notes offered by this prospectus supplement, increase the principal amount of this series of notes under the indenture and issue such additional debt securities, in which case any additional debt securities so issued will have the same form and terms (other than the date of issuance and, under certain circumstances, the date from which interest thereon will begin to accrue), and will carry the same right to receive accrued and unpaid interest, as the notes offered by this prospectus supplement, and such additional debt securities will form a single series with the notes offered by this prospectus supplement.

**Form and Denominations**

The notes will be issued in the form of one or more fully registered global notes registered in the name of the nominee of The Depository Trust Company, or DTC. Beneficial interests in the notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Clearstream Banking, société anonyme, and Euroclear Bank S.A./N.V., as operator

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of the Euroclear System, will hold interests on behalf of their participants through their respective U.S. depositaries, which in turn will hold such interests in accounts as participants of DTC. Except in the limited circumstances described in this prospectus supplement, owners of beneficial interests in the notes will not be entitled to have notes registered in their names, will not receive or be entitled to receive notes in definitive form and will not be considered holders of notes under the indenture. The notes will be issued only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

**Trustee**

U.S. Bank National Association

**Governing Law**

The indenture, the notes and the guarantee will be governed by, and construed in accordance with, the laws of the State of New York.

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## RISK FACTORS

*An investment in the notes involves a degree of risk. You should carefully consider the risks and uncertainties described below and other information contained in this prospectus supplement and the accompanying prospectus and in the documents incorporated or deemed to be incorporated by reference herein before you decide whether to invest in the notes. In particular, we urge you to consider carefully the factors set forth under Risk Factors in the Company's Annual Report on Form 10-K for the year ended December 31, 2013, incorporated by reference in this prospectus supplement and the accompanying prospectus, as such may be updated in any future filings we make under the Exchange Act. If any of the risk factors were to occur, our business, financial condition, liquidity, results of operations, FFO and prospects could be materially adversely affected. This may adversely affect our ability to pay interest on the notes or repay the principal when due, and you may lose part or all of your investment.*

### Risks Related to the Notes

#### **Our substantial indebtedness could materially and adversely affect us and the ability of the Operating Partnership to meet its debt service obligations under the notes.**

As of September 30, 2014, the Operating Partnership's total consolidated indebtedness was approximately \$731.9 million (excluding unamortized debt premiums). The Operating Partnership has a \$500 million unsecured revolving credit facility, under which approximately \$210.0 million was outstanding at September 30, 2014. At September 30, 2014, the Operating Partnership also had a \$187.5 million unsecured term loan outstanding. In addition, the Operating Partnership's subsidiaries had approximately \$160.4 million outstanding under a secured master credit facility, approximately \$81.1 million of outstanding mortgage indebtedness secured by certain of properties and approximately \$92.9 million outstanding under construction loans relating to certain collegiate housing developments.

Our level of indebtedness and the limitations imposed on us by our debt agreements could have significant adverse consequences to holders of the notes, including the following:

our cash flow may be insufficient to meet our debt service obligations with respect to the notes and our other indebtedness, which would enable the lenders and other debtholders to accelerate the maturity of their indebtedness, or be insufficient to fund other important business uses after meeting such obligations;

we may be unable to borrow additional funds as needed or on favorable terms;

we may be unable to refinance our indebtedness at maturity or earlier acceleration, if applicable, or the refinancing terms may be less favorable than the terms of our original indebtedness or otherwise be generally unfavorable; because a significant portion of our debt bears interest at variable rates, increases in interest rates could materially increase our interest expense;

we may be forced to dispose of one or more of our properties, possibly on disadvantageous terms;

we may default on our secured indebtedness and the lenders may foreclose on our properties or our interests in the entities that own the properties that secure such indebtedness and receive an assignment of rents and leases; and we may violate restrictive covenants in our debt agreements, which would entitle the lenders and other debtholders to accelerate the maturity of their indebtedness.

If any one of these events were to occur, our business, financial condition, liquidity, results of operations, FFO and prospects, as well as the Operating Partnership's ability to satisfy its obligations with respect to the notes, could be materially and adversely affected. Furthermore, foreclosures could create taxable income without accompanying cash proceeds, a circumstance which could hinder the Company's ability to meet the REIT distribution requirements

imposed by the Internal Revenue Code of 1986, as amended, or the Code.

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**The effective subordination of the notes may limit the Operating Partnership's ability to meet its debt service obligations under the notes.**

The notes will be unsecured and unsubordinated indebtedness of the Operating Partnership and will rank equally in right of payment with all of the Operating Partnership's other unsecured and unsubordinated indebtedness. However, the notes will be effectively subordinated in right of payment to any secured indebtedness of the Operating Partnership to the extent of the value of the collateral securing such indebtedness. While the indenture governing the notes will limit our ability to incur additional secured indebtedness in the future, it will not prohibit us from incurring such indebtedness if we are in compliance with certain financial ratios and other requirements at the time of its incurrence.

In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to us, the lenders or holders of any secured indebtedness will be entitled to proceed directly against the collateral that secures such secured indebtedness. Therefore, such collateral will not be available for satisfaction of any amounts owed under our unsecured indebtedness, including the notes, until such secured indebtedness is satisfied in full.

The notes also will be effectively subordinated to all liabilities, whether secured or unsecured, and any preferred equity of the subsidiaries of the Operating Partnership. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to any such subsidiary, the Operating Partnership, as a common equity owner of such subsidiary, and therefore holders of our debt, including the notes, will be subject to the prior claims of such subsidiary's creditors, including trade creditors, and preferred equity holders. As of September 30, 2014, the Operating Partnership's subsidiaries had approximately \$359.3 million of total liabilities (excluding unamortized debt premiums, intercompany debt, guarantees of debt of the Operating Partnership, accrued expenses and trade payables) and had no outstanding preferred equity held by any third party. Furthermore, while the indenture governing the notes will limit the ability of our subsidiaries to incur additional unsecured indebtedness in the future, it will not prohibit our subsidiaries from incurring such indebtedness if such subsidiaries are in compliance with certain financial ratios and other requirements at the time of its incurrence.

**We may not be able to generate sufficient cash flow to meet our debt service obligations.**

Our ability to meet our debt service obligations on, and to refinance, our indebtedness, including the notes, and to fund our operations, working capital, acquisitions, development projects, capital expenditures and other important business uses, depends on our ability to generate sufficient cash flow in the future. To a certain extent, our cash flow is subject to general economic, industry, financial, competitive, operating, legislative, regulatory and other factors, many of which are beyond our control.

We cannot assure you that our business will generate sufficient cash flow from operations or that future sources of cash will be available to us in an amount sufficient to enable us to meet our debt service obligations on our indebtedness, including the notes, or to fund our other important business uses. As a result, we would be forced to take other actions to meet those obligations, such as selling properties, raising equity or delaying capital expenditures, any of which could have a material adverse effect on us. Furthermore, we cannot assure you that we will be able to effect any of these actions on favorable terms, or at all. Additionally, if we incur additional indebtedness in connection with future acquisitions or development projects or for any other purpose, our debt service obligations could increase significantly and our ability to meet those obligations could depend, in large part, on the returns from such acquisitions or projects, as to which no assurance can be given.

We may need to refinance all or a portion of our indebtedness, including the notes, at or prior to maturity. Our ability to refinance our indebtedness or obtain additional financing will depend on, among other things:

The effective subordination of the notes may limit the Operating Partnership's ability to meet its debt service obligations

our financial condition, liquidity, results of operations, FFO, and prospects and market conditions at the time; and  
restrictions in the agreements governing our indebtedness.

As a result, we may not be able to refinance any of our indebtedness, including the notes, on favorable terms, or at all.

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**If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the notes.**

Any default under the agreements governing our indebtedness, including a default under any credit facility or term loan to which we may be a party that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness, could make us unable to pay the principal of and premium, if any, and interest on, the notes and substantially decrease the market price of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on, our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness (including our existing credit facilities), we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the lenders and holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders under any credit facility could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation.

If our operating performance declines, we may in the future need to seek to obtain waivers from the required lenders under any credit facility or other debt that we may incur in the future to avoid being in default. If we breach our covenants under any credit facility and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under any credit facility, the lenders could exercise their rights as described above, and we could be forced into bankruptcy or liquidation. If we are unable to repay any secured indebtedness, including under our master credit facility or our outstanding mortgage indebtedness, lenders could proceed against the collateral securing such indebtedness. Because the indenture governing the notes, and the agreements governing any credit facility may have customary cross-default provisions, if the indebtedness under the notes or under any credit facility or any of our other facilities is accelerated, we may be unable to repay or finance the amounts due.

**Despite our substantial outstanding indebtedness, we may still incur significantly more indebtedness in the future, which would exacerbate any or all of the risks described above.**

We may be able to incur substantial additional indebtedness in the future. Although the agreements governing our credit facilities and certain other indebtedness do, and the indenture governing the notes will, limit our ability to incur additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, debt incurred in compliance with these restrictions could be substantial. To the extent that we incur substantial additional indebtedness in the future, the risks associated with our substantial leverage described herein, including our inability to meet our debt service obligations, would be exacerbated.

**The Company has no significant operations, other than as the sole owner of the general partner of the Operating Partnership, and no significant assets, other than its investment in the Operating Partnership.**

The notes will be fully and unconditionally guaranteed by the Company. However, the Company has no significant operations, other than as the sole owner of the sole general partner of the Operating Partnership, and no significant assets, other than its investment in the Operating Partnership.

**The subordination of the Company's guarantee of the notes may limit the Company's ability to meet its obligations under the guarantee.**

The Company's guarantee of the notes will be the unsecured and unsubordinated obligation of the Company and will rank equally in right of payment with all of the Company's other unsecured and unsubordinated indebtedness. However, the Company's guarantee of the notes will be subordinated in right of payment to any secured indebtedness of the Company to the extent of the value of the collateral securing such indebtedness. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to the Company, the lenders or holders of any secured indebtedness will be entitled to proceed directly against the collateral that secures such secured indebtedness. As of September 30, 2014, the Company had outstanding no secured indebtedness.

The Company's guarantee of the notes will also be structurally subordinated in right of payment to all liabilities, whether secured or unsecured, and any preferred equity of the Company's subsidiaries (including

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the Operating Partnership and any entity the Company accounts for under the equity method of accounting). In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to any such subsidiary, the Company will be subject to the prior claims of such subsidiary's creditors, including trade creditors, and preferred equity holders. As of September 30, 2014, the Company's subsidiaries had approximately \$731.9 million of total indebtedness outstanding (excluding unamortized debt premiums) and had no outstanding preferred equity held by any third party.

**The indenture governing the notes will contain restrictive covenants that restrict our ability to expand or fully pursue our business strategies.**

The indenture governing the notes will contain financial and operating covenants that, among other things, will restrict our ability to take specific actions, even if we believe them to be in our best interest, including restrictions on our ability to:

consummate a merger, consolidation or sale of all or substantially all of our assets; and  
incur secured and unsecured indebtedness.

In addition, our revolving credit facility and certain other debt agreements require us to meet specified financial ratios and the indenture governing the notes will require us to maintain at all times a specified ratio of unencumbered assets to unsecured debt. These covenants may restrict our ability to expand or fully pursue our business strategies. Our ability to comply with these and other provisions of the indenture governing the notes, our revolving credit facility and certain other debt agreements may be affected by changes in our operating and financial performance, changes in general business and economic conditions, adverse regulatory developments or other events beyond our control. The breach of any of these covenants could result in a default under our indebtedness, which could result in the acceleration of the maturity of such and other indebtedness. If any of our indebtedness is accelerated prior to maturity, we may not be able to repay such indebtedness or refinance such indebtedness on favorable terms, or at all.

**Federal and state statutes allow courts, under specific circumstances, to void guarantees and require holders of indebtedness and lenders to return payments received from guarantors.**

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee, such as the guarantee provided by the Company, could be voided, and payment thereon could be required to be returned to the guarantor or to a fund for the benefit of the creditors of the guarantor, if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee (i) received less than reasonably equivalent value or fair consideration for the incurrence of the guarantee and (ii) one of the following was true:

the guarantor was insolvent or rendered insolvent by reason of the incurrence of the guarantee;  
the guarantor was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or  
the guarantor intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

The indenture governing the notes will contain restrictive covenants that restrict our ability to expand or fully pursue

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they became absolute and mature; or

it could not pay its debts as they become due.

A court might also void such guarantee, without regard to the above factors, if it found that a guarantor entered into its guarantee with actual intent to hinder, delay, or defraud its creditors.

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A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee unless it benefited directly or indirectly from the issuance of the notes. If a court voided such guarantee, holders of the notes would no longer have a claim against such guarantor or the benefit of the assets of such guarantor constituting collateral that purportedly secured such guarantee. In addition, a court might direct holders of the notes to repay any amounts already received from a guarantor. If a court were to void the Company's guarantee, we cannot assure you that funds would be available to pay the notes from any of our subsidiaries or from any other source.

### **An increase in interest rates could result in a decrease in the market price of the notes.**

In general, as market interest rates rise, the market price of notes bearing interest at a fixed rate generally declines. Consequently, if you purchase these notes and market interest rates increase, you should expect that the market price of your notes may decline. We cannot predict the future level of market interest rates.

### **Redemption of the notes by the Operating Partnership may adversely affect your return on the notes.**

The Operating Partnership may redeem the notes prior to maturity, in whole at any time or in part from time to time, at the redemption prices described under the caption Description of the Notes and Guarantee Optional Redemption. If the Operating Partnership chooses to redeem your notes at times when prevailing interest rates are relatively low, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the current interest rate on the notes being redeemed.

### **A downgrade in our corporate credit ratings could materially adversely affect our financial condition, liquidity and results of operations and the market price of the notes.**

Our corporate credit ratings are subject to ongoing evaluation by credit rating agencies, and we cannot assure you that any rating will not be changed or withdrawn by a rating agency in the future if, in its judgment, circumstances warrant. Moreover, such credit ratings are not recommendations to buy, sell or hold the notes or any other securities. If any credit rating agencies downgrade our corporate ratings or otherwise indicate that its outlook for that rating is negative, it could have a material adverse effect on the market price of the notes and our costs and availability of capital, which could in turn have a material adverse effect on our financial condition, liquidity and results of operations and our ability to satisfy our debt service obligations (including payments on the notes).

### **If an active trading market does not develop or does not continue for these notes, you may not be able to resell them.**

Prior to this offering, there was no public market for these notes and we cannot assure you that an active trading market will develop for the notes. We do not intend to apply to list the notes on any securities exchange. If an active trading market does not develop or does not continue, you may not be able to resell your notes at favorable prices when desired, or at all. Future trading prices of the notes will depend on many factors, including, among other things, prevailing interest rates, our operating results, our credit ratings and the market for similar securities. The underwriters have advised us that they intend to make a market in the notes after this offering is completed, but they are not obligated to do so and may discontinue any market-making at any time without notice to or consent of noteholders.



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## USE OF PROCEEDS

We expect the net proceeds from the sale of the notes in this offering will be approximately \$247 million, after deducting the underwriting discount and estimated offering expenses payable by us.

The Operating Partnership intends to use the net proceeds from this offering to prepay approximately \$69 million of mortgage debt (including prepayment penalties and other fees) that carries a fixed interest rate of 6.015% and matures on January 1, 2016.

The Operating Partnership expects to use the remaining net proceeds to pay down the outstanding balance of our unsecured revolving credit facility and for general corporate purposes. As of September 30, 2014, there was approximately \$210.0 million outstanding and an ability to borrow an additional approximately \$290.0 million under our unsecured revolving credit facility. Affiliates of certain of the underwriters are lenders under our unsecured revolving credit facility and, therefore, will receive proceeds from this offering to the extent that proceeds are used to repay borrowings under the unsecured revolving credit facility. See Underwriting (Conflicts of Interest) Conflicts of Interest. As of September 30, 2014, the weighted average interest rate on borrowings under our unsecured revolving credit facility was 1.46% per annum.

## RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges for each of the last five fiscal years and the nine months ended September 30, 2014 are presented below. For purposes of calculating the ratio of earnings to fixed charges, earnings consist of income before taxes, non-controlling interest and equity in earnings of equity investees, plus fixed charges less capitalized interest. Fixed charges include, where applicable, interest expense, capitalized interest, amortization of premiums, discounts, and deferred financing costs related to debt and an estimate of the interest component of rent expense.

Nine months ended September 30, 2014	Year ended December 31,				
	2013	2012	2011	2010	2009
1.1	1.0	(1)	(1)	(1)	(1)

(1) For the years ended December 31, 2009, 2010, 2011 and 2012 fixed charges exceeded earnings by approximately \$1.1 million, \$8.7 million, \$6.6 million and \$3.9 million, respectively.

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## DESCRIPTION OF THE NOTES AND GUARANTEE

The following description of the particular terms of the notes and related guarantee supplements, and, to the extent inconsistent, replaces, the description in the accompanying prospectus of the general terms and provisions of the debt securities and related guarantee, to which description reference is hereby made. The following summary of certain provisions of the notes, the related guarantee and the indenture does not purport to be complete and is qualified in its entirety by reference to the actual provisions of the notes, the related guarantee and the indenture. Certain terms used but not defined herein shall have the meanings given to them in the accompanying prospectus, the indenture, the notes or the related guarantee, as the case may be. As used in this section, the Company refers to Education Realty Trust, Inc. and the terms we, us, our or the Operating Partnership refer only to Education Realty Operating Partnership, LP and not to any of its subsidiaries or the Company.

### General

The notes will be issued pursuant to an indenture, dated as of November 7, 2014, as supplemented by the First Supplemental Indenture, dated as of November 24, 2014, among the Operating Partnership, the Company, as guarantor, and U.S. Bank National Association, as trustee. You may request copies of the indenture and the form of the notes from us.

The notes will be issued only in fully registered, book-entry form, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, except under the limited circumstances described below under Book Entry System in this prospectus supplement. The holder of a note will be treated as its owner for all purposes.

If any interest payment date, stated maturity date or redemption date is not a New York business day, the payment otherwise required to be made on such date may be made on the next New York business day without any additional payment as a result of such delay. The term business day means, with respect to any Note, any day other than a Saturday, Sunday or any other day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to close. All payments will be made in U.S. dollars.

The terms of the notes provide that we are permitted to withhold from interest payments and payments upon the maturity or earlier redemption of the notes any amounts we are required to withhold by law. For example, non-United States holders of notes may, under some circumstances, be subject to U.S. federal withholding tax with respect to payments of interest on the notes. See Material United States Federal Income Tax Considerations Taxation of Taxable Non-U.S. holders below.

### Ranking

The notes will be our unsecured and unsubordinated indebtedness and will:

rank equally in right of payment with each other and with all of our other existing and future unsecured and unsubordinated indebtedness;

be senior to all of our existing or future indebtedness that is subordinated to the notes;

be effectively subordinated in right of payment to any future mortgages and other secured indebtedness (to the extent of the value of the collateral securing the same) and to all preferred equity and liabilities, whether secured or unsecured, of our subsidiaries;

not be guaranteed by any of our existing or future subsidiaries, and no such existing or future subsidiary has any obligation to repay the notes or any part thereof; and

be structurally subordinated to all existing and future indebtedness of our existing and future subsidiaries

As of September 30, 2014, the Operating Partnership had (i) \$397.5 million of unsecured and unsubordinated indebtedness outstanding and (ii) no outstanding preferred equity. As of September 30, 2014, the Operating Partnership's subsidiaries had \$334.4 million of total indebtedness outstanding (excluding unamortized debt premiums). See Risk Factors Risks Related to this Offering Our substantial

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indebtedness could materially and adversely affect us and the ability of the Operating Partnership to meet its debt service obligations under the notes and Risk Factors Risks Related to this Offering The effective subordination of the notes may limit the Operating Partnership's ability to meet its debt service obligations under the notes.

Except as described in this prospectus supplement under the headings Certain Covenants and Merger, Consolidation and Transfer of Assets, the indenture will not contain any provisions that would limit our ability to incur indebtedness or that would afford you protection in the event of:

a recapitalization or other highly leveraged or similar transaction involving us or any of our affiliates;  
a change of control involving us or any of our affiliates; or  
a reorganization, restructuring, merger, substantial sale of assets or similar transaction involving us or any of our affiliates that may adversely affect you.

See Risk Factors Risks Related to the Notes Despite our substantial outstanding indebtedness, we may still incur significantly more indebtedness in the future, which would exacerbate any or all of the risks described above.

## **Additional Notes**

The notes will initially be limited to an aggregate principal amount of \$250 million. We may, from time to time, without notice to or the consent of the holders of the notes, increase the principal amount of this series of notes under the indenture and issue such additional debt securities, in which case any additional debt securities so issued will have the same form and terms (other than the date of issuance and, under certain circumstances, the date from which interest thereon will begin to accrue and the initial interest payment date) with the same CUSIP number as the notes offered hereby so long as such additional debt securities are fungible for U.S. federal income tax purposes with the notes offered hereby. The additional debt securities will be equal in rank with the notes and carry the same right to receive accrued and unpaid interest as the notes, and such additional debt securities will form a single series with the notes.

## **Interest**

Interest on the notes will accrue at the rate of 4.600% per annum from and including November 24, 2014 or the most recent interest payment date to which interest has been paid or provided for, and will be payable semiannually in arrears on June 1 and December 1 of each year, beginning on June 1, 2015. The interest so payable will be paid to each holder in whose name a note is registered at the close of business on the May 15 or November 15 (whether or not a New York business day) immediately preceding the applicable interest payment date. Interest on the notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

If we redeem the notes in accordance with their terms, we will pay unpaid interest thereon accrued to, but not including, such redemption date to the holder that surrenders such notes for redemption. However, interest will be payable to holders of the notes on the record date applicable to an interest payment date falling on or before a date of redemption.

## **Maturity**

The notes will mature on December 1, 2024 and will be paid against presentation and surrender thereof at the corporate trust office of the trustee, unless earlier redeemed by us at our option, as described under Optional Redemption at Our Election below. The notes will not be entitled to the benefits of, or be subject to, any sinking fund.



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## Guarantee

The Company will fully and unconditionally guarantee our obligations under the notes on a direct, unsecured and unsubordinated basis, including the due and punctual payment of principal of, and premium, if any, and interest on, the notes, whether at stated maturity, upon redemption, by acceleration or otherwise. The obligations of the Company under the Guarantee will:

rank equally with all other present or future direct, unsecured and unsubordinated indebtedness of the Company; and be effectively subordinated in right of payment to any mortgages and other secured indebtedness of the Company (to the extent of the value of the collateral securing the same) and to all preferred equity and liabilities, whether secured or unsecured, of the Company's subsidiaries.

However, the Company currently has no significant operations, other than as sole owner of the general partner of the Operating Partnership, and no significant assets, other than its investment in the Operating Partnership. As of September 30, 2014, the Company had (i) no outstanding indebtedness and (ii) no outstanding preferred equity. As of September 30, 2014, the Company's subsidiaries had \$731.9 million of total indebtedness outstanding (excluding unamortized debt premiums), and had no outstanding preferred equity held by any third party.

## Optional Redemption at Our Election

We may, at our option, redeem the notes, in whole at any time or in part from time to time, in each case prior to September 1, 2024 (three months prior to the stated maturity date of the notes), at a redemption price equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the remaining scheduled payments of principal of and interest on the notes to be redeemed that would be due after the related redemption date but for such redemption (for the avoidance of doubt, exclusive of any unpaid interest accrued thereon to, but not including, such redemption date), discounted to such redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points, plus in each case unpaid interest, if any, accrued to, but not including, such redemption date. In addition, at any time on or after September 1, 2024 (three months prior to the stated maturity date of the notes), we may, at our option, redeem the notes, in whole at any time or in part (in authorized denominations) from time to time, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest, if any, accrued to, but not including, the related redemption date.

*Treasury Rate* means the arithmetic mean of the yields under the respective heading "Week Ending" published in the most recent Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date, of the principal of the notes being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Treasury Rate, the most recent Statistical Release published prior to the date of determination of the redemption price shall be used.

*Statistical Release* means the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded United States government securities adjusted to constant maturities, or, if such statistical release is not published at the time of any determination under the indenture, then such other reasonably comparable index designated by us.

In order to exercise our right of optional redemption, we (or, at our request, the trustee on our behalf) must deliver a notice of redemption to each holder of notes to be redeemed at least 30 days but not more than 60 days prior to the redemption date. Such notice of redemption shall specify the principal amount of notes to be redeemed, the CUSIP and ISIN numbers of the notes to be redeemed, the redemption date, the redemption price, the place or places of payment and that payment will be made upon presentation and surrender of such notes. Once notice of redemption is delivered to holders, the notes called for redemption will become due and

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payable on the redemption date at the redemption price. On or before 10:00 a.m., New York City time, on the redemption date, we will deposit with the trustee or with one or more paying agents an amount of money sufficient to redeem on the redemption date all the notes so called for redemption at the redemption price. Unless we default in payment of the redemption price, commencing on the redemption date interest on notes called for redemption will cease to accrue and holders of such notes will have no rights with respect to such notes except the right to receive the redemption price.

If fewer than all of the notes are being redeemed, the trustee will select the notes to be redeemed pro rata, by lot or by any other method the trustee in its sole discretion deems fair and appropriate, in accordance with methods generally used at the time of selection by fiduciaries in similar circumstances. Upon surrender of any note redeemed in part, the holder will receive a new note equal in principal amount to the unredeemed portion of the surrendered note.

In addition, we may at any time purchase notes by tender, in the open market or by private agreement, subject to applicable law.

## **Certain Covenants**

***Limitation on Indebtedness.*** We will not, and will not permit any of our Subsidiaries to, Incur any Indebtedness, other than Intercompany Indebtedness and guarantees of Indebtedness Incurred by us or any of our Subsidiaries in compliance with the indenture, if, immediately after giving effect to the Incurrence of such Indebtedness and the application of the proceeds thereof, the aggregate principal amount of our and our Subsidiaries Indebtedness, excluding Intercompany Indebtedness and guarantees of Indebtedness Incurred by us or any of our Subsidiaries in compliance with the indenture, would be greater than 60% of the sum of, without duplication:

Total Assets as of the end of the fiscal quarter covered in our annual or quarterly report most recently furnished to holders of the notes or filed with the SEC, as the case may be; and the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Indebtedness), by us or any of our Subsidiaries since the end of the relevant fiscal quarter, including those proceeds obtained in connection with the incurrence of such additional Indebtedness.

***Limitation on Secured Debt.*** In addition to the preceding limitation on the Incurrence of Indebtedness, we will not, and will not permit any of our Subsidiaries to, Incur any Secured Debt, other than Intercompany Indebtedness and guarantees of Secured Debt Incurred by us or any of our Subsidiaries in compliance with the indenture, if, immediately after giving effect to the Incurrence of such Secured Debt and the application of the proceeds thereof, the aggregate principal amount of Secured Debt would be greater than 40% of the sum of, without duplication:

Total Assets as of the end of the fiscal quarter covered in our annual or quarterly report most recently furnished to holders of the notes or filed with the SEC, as the case may be; and the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Indebtedness), by us or any of our Subsidiaries since the end of the relevant fiscal quarter, including those proceeds obtained in connection with the incurrence of such additional Indebtedness.

***Maintenance of Unencumbered Assets.*** We will, and will cause our Subsidiaries to, have at all times Total Unencumbered Assets of not less than 150% of our total Unsecured Debt determined on a consolidated basis in accordance with GAAP.

***Debt Service Test.*** In addition to the preceding limitations on the Incurrence of Indebtedness, we will not, and will not permit any of our Subsidiaries to, Incur any Indebtedness, other than Intercompany Indebtedness and guarantees of Indebtedness Incurred by us or any of our Subsidiaries in accordance with the indenture, if the ratio of Consolidated Income Available for Debt Service to Interest Expense for the period consisting of the four consecutive fiscal quarters most recently ended prior to the date on which the additional

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Indebtedness is to be incurred shall have been less than 1.5:1 on a pro forma basis after giving effect to the incurrence of that Indebtedness and the application of the proceeds therefrom, and calculated on the following assumptions:

such Indebtedness and any other Indebtedness Incurred by us and our Subsidiaries since the first day of the relevant four-quarter period and the application of the proceeds therefrom, including to refinance other Indebtedness, had occurred on the first day of such period;  
the repayment or retirement of any Indebtedness (other than Indebtedness repaid or retired with the proceeds of any other Indebtedness, which repayment or retirement shall be calculated pursuant to the preceding bullet and not this bullet) by us and our Subsidiaries since the first day of the relevant four-quarter period had been repaid or retired on the first day of such period (except that, in making such computation, the amount of Indebtedness under any revolving credit facility shall be computed based upon the average daily balance of such Indebtedness during such period);  
in the case of Acquired Indebtedness or Indebtedness Incurred in connection with any acquisition since the first day of the relevant four-quarter period, the related acquisition had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition being included in such pro forma calculation; and  
in the case of any acquisition or disposition of any asset or group of assets or the placement of any assets in service or removal of any assets from service by us or any of our Subsidiaries from the first day of the relevant four-quarter period to the date of determination, including, without limitation, by merger, or stock or asset purchase or sale, the acquisition, disposition, placement in service or removal from service had occurred as of the first day of such period with appropriate adjustments with respect to the acquisition, disposition, placement in service or removal from service being included in that pro forma calculation.

Set forth below are certain defined terms used in this prospectus supplement and the indenture. We refer you to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used in this prospectus supplement for which no definition is provided.

*Acquired Indebtedness* means Indebtedness of a Person (1) existing at the time such Person is merged or consolidated with or into, or becomes a Subsidiary of, us, or (2) assumed by us or any of our Subsidiaries in connection with the acquisition of assets from such Person. Acquired Indebtedness shall be deemed to be Incurred on the date the acquired Person is merged or consolidated with or into, or becomes a Subsidiary of, us or the date of the related acquisition, as the case may be.

*Consolidated Income Available for Debt Service* means, for any period of time, our Consolidated Net Income for such period, plus amounts which have been deducted and minus amounts which have been added for, without duplication:

Interest Expense on Indebtedness;  
provision for taxes based on income;  
depreciation and amortization;  
extraordinary items;  
non-cash, non-recurring items, as we determined in good faith; and  
provision for gains and losses on sales or other dispositions of properties and other investments