

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-10524 (UDR, Inc.)

Commission file number 333-156002-01 (United Dominion Realty, L.P.)

UDR, Inc.

United Dominion Realty, L.P.

(Exact name of registrant as specified in its charter)

Maryland (UDR, Inc.)

54-0857512

Delaware (United Dominion Realty, L.P.)

54-1776887

(State or other jurisdiction of

I.R.S. Employer

incorporation or organization)

Identification No.)

1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129

(Address of principal executive offices) (zip code)

Registrant's telephone number, including area code: (720) 283-6120

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class**Name of Each Exchange on Which Registered**

Common Stock, \$0.01 par value (UDR, Inc.)

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

UDR, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
United Dominion Realty, L.P.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

UDR, Inc.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
United Dominion Realty, L.P.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

UDR, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
United Dominion Realty, L.P.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

UDR, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
United Dominion Realty, L.P.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

TABLE OF CONTENTS

	PAGE
	<hr/>
PART I	
<u>Item 1. Business</u>	<u>3</u>
<u>Item 1A. Risk Factors</u>	<u>10</u>
<u>Item 1B. Unresolved Staff Comments</u>	<u>22</u>
<u>Item 2. Properties</u>	<u>23</u>
<u>Item 3. Legal Proceedings</u>	<u>24</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>24</u>
PART II	
<u>Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	<u>25</u>
<u>Item 6. Selected Financial Data</u>	<u>29</u>
<u>Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>34</u>
<u>Item 7A. Quantitative and Qualitative Disclosures about Market Risk</u>	<u>66</u>
<u>Item 8. Financial Statements and Supplementary Data</u>	<u>66</u>

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	66
--	--------------------

Item 9A. Controls and Procedures	66
--	--------------------

Item 9B. Other Information	67
--	--------------------

PART III

Item 10. Directors, Executive Officers and Corporate Governance	68
---	--------------------

Item 11. Executive Compensation	68
---	--------------------

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	68
---	--------------------

Item 13. Certain Relationships and Related Transactions, and Director Independence	68
--	--------------------

Item 14. Principal Accountant Fees and Services	68
---	--------------------

PART IV

Item 15. Exhibits, Financial Statement Schedules	69
--	--------------------

EXPLANATORY NOTE

This Report combines the annual reports on Form 10-K for the fiscal year ended December 31, 2015 of UDR, Inc., a Maryland corporation, and United Dominion Realty, L.P., a Delaware limited partnership, of which UDR, Inc. is the parent company and sole general partner. Unless the context otherwise requires, all references in this Report to “we,” “us,” “our,” the “Company,” “UDR” or “UDR, Inc.” refer collectively to UDR, Inc., together with its consolidated subsidiaries and joint ventures, including United Dominion Realty, L.P. and UDR Lighthouse DownREIT L.P. (the “DownREIT Partnership”), a Delaware limited partnership of which UDR is the sole general partner that was formed in conjunction with certain acquisitions from Home Properties, L.P., a New York limited partnership, by UDR in October 2015. Unless

the context otherwise requires, the references in this Report to the “Operating Partnership” or the “OP” refer to United Dominion Realty, L.P., together with its consolidated subsidiaries. “Common stock” refers to the common stock of UDR and “stockholders” means the holders of shares of UDR’s common stock and preferred stock. The limited partnership interests of the Operating Partnership and the DownREIT Partnership are referred to as “OP Units” and “DownREIT Units,” respectively, and the holders of the OP Units and DownREIT Units are referred to as “unitholders.” This combined Form 10-K is being filed separately by UDR and the Operating Partnership.

There are a number of differences between the Company and the Operating Partnership, which are reflected in our disclosure in this Report. UDR is a real estate investment trust (“REIT”), whose most significant asset is its ownership interest in the Operating Partnership. UDR also conducts business through other subsidiaries, including its taxable REIT subsidiary (“TRS”). UDR acts as the sole general partner of the Operating Partnership, holds interests in subsidiaries and joint ventures, owns and operates properties, issues securities from time to time and guarantees debt of certain of our subsidiaries. The Operating Partnership conducts the operations of a substantial portion of the business and is structured as a partnership with no publicly traded equity securities. The Operating Partnership has guaranteed certain outstanding debt of UDR.

As of December 31, 2015, UDR owned 110,883 units (100%) of the general partnership interests of the Operating Partnership and 174,114,516 units (or approximately 95.0%) of the limited partnership interests of the Operating Partnership. UDR conducts a substantial amount of its business and holds a substantial amount of its assets through the Operating Partnership, and, by virtue of its ownership of the OP Units and being the Operating Partnership’s sole general partner, UDR has the ability to control all of the day-to-day operations of the Operating Partnership. Separate financial statements and accompanying notes, as well as separate discussions under “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchasers of Equity Securities” and “Control and Procedures” are provided for each of UDR and the Operating Partnership. In addition, certain disclosures in “Business” are separated by entity to the extent that the discussion relates to UDR’s business outside of the Operating Partnership.

PART I

Forward-Looking Statements

This Report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements include, without limitation, statements concerning property acquisitions and dispositions, development activity and capital expenditures, capital raising activities, rent growth, occupancy, and rental expense growth. Words such as “expects,” “anticipates,” “intends,” “plans,” “likely,” “will,” “believes,” “seeks,” “estimates,” and variations of such words and similar expressions are intended to identify such forward-looking statements. Such statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from the results of operations or plans expressed or implied by such forward-looking statements. Such factors include, among other things, unfavorable changes in the apartment market, changing economic conditions, the impact of inflation/deflation on rental rates and property operating expenses, expectations concerning availability of capital and the stabilization of the capital markets, the impact of competition and competitive pricing, acquisitions, developments and redevelopments not achieving anticipated results, delays in completing developments, redevelopments and lease-ups on schedule, expectations on job growth, home affordability and demand/supply ratio for multifamily housing, expectations concerning development and redevelopment activities, expectations on occupancy levels, expectations concerning the joint ventures with third parties, expectations that automation will help grow net operating income, and expectations on annualized net operating income.

The following factors, among others, could cause our future results to differ materially from those expressed in the forward-looking statements:

- general economic conditions;
- unfavorable changes in the apartment market and economic conditions that could adversely affect occupancy levels and rental rates;
- the failure of acquisitions to achieve anticipated results;
- possible difficulty in selling apartment communities;
- competitive factors that may limit our ability to lease apartment homes or increase or maintain rents;
- insufficient cash flow that could affect our debt financing and create refinancing risk;
- failure to generate sufficient revenue, which could impair our debt service payments and distributions to stockholders;
- development and construction risks that may impact our profitability;
- potential damage from natural disasters, including hurricanes and other weather-related events, which could result in substantial costs to us;
- risks from extraordinary losses for which we may not have insurance or adequate reserves;
- uninsured losses due to insurance deductibles, self-insurance retention, uninsured claims or casualties, or losses in excess of applicable coverage;

- delays in completing developments and lease-ups on schedule;
- our failure to succeed in new markets;
- changing interest rates, which could increase interest costs and affect the market price of our securities;
- potential liability for environmental contamination, which could result in substantial costs to us;
- the imposition of federal taxes if we fail to qualify as a REIT under the Code in any taxable year;

- our internal controls over financial reporting may not be considered effective which could result in a loss of investor confidence in our financial reports, and in turn have an adverse effect on our stock price; and
- changes in real estate laws, tax laws and other laws affecting our business.

A discussion of these and other factors affecting our business and prospects is set forth in Part I, Item 1A. *Risk Factors*. We encourage investors to review these risk factors.

Although we believe that the assumptions underlying the forward-looking statements contained herein are reasonable, any of the assumptions could be inaccurate, and therefore such statements included in this Report may not prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by us or any other person that the results or conditions described in such statements or our objectives and plans will be achieved.

Forward-looking statements and such risks, uncertainties and other factors speak only as of the date of this Report, and we expressly disclaim any obligation or undertaking to update or revise any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based, except to the extent otherwise required by law.

Item 1. BUSINESS

General

UDR is a self-administered real estate investment trust, or REIT, that owns, operates, acquires, renovates, develops, redevelops, and manages multifamily apartment communities generally located in high barrier-to-entry markets throughout the United States. The high barrier-to-entry markets are characterized by limited land for new construction, difficult and lengthy entitlement processes, low single-family home affordability and strong employment growth potential. At December 31, 2015, our consolidated real estate portfolio included 133 communities located in 18 markets, with a total of 40,728 completed apartment homes, which are held through our subsidiaries, including the Operating Partnership and the DownREIT Partnership, and consolidated joint ventures. In addition, we have an ownership interest in 28 communities containing 6,696 apartment homes through unconsolidated joint ventures or partnerships. As of December 31, 2015, the Company was developing one wholly-owned community with 516 apartment homes and four unconsolidated joint venture communities with 1,173 apartment homes, none of which have been completed.

At December 31, 2015, the Operating Partnership's consolidated real estate portfolio included 57 communities located in 14 markets, with a total of 16,974 completed apartment homes. The Operating Partnership owns, operates, acquires, renovates, develops, redevelops, and manages multifamily apartment communities generally located in high barrier-to-entry markets located throughout the United States. During the year ended December 31, 2015, revenues of the Operating Partnership represented approximately 51% of our total rental revenues.

UDR has elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended, which we refer to in this Report as the "Code." To continue to qualify as a REIT, we must continue to meet certain tests which, among other things, generally require that our assets consist primarily of real estate assets, our income be derived primarily from real estate assets, and that we distribute at least 90% of our REIT taxable income (other than our net capital gains) to our stockholders annually. As a REIT, we generally will not be subject to U.S. federal income taxes at the corporate level on our net income to the extent we distribute such net income to our stockholders annually. In 2015, we declared total distributions of \$1.11 per common share and paid dividends of \$1.0925 per common share.

	Dividends	
	Declared in	Dividends Paid
	2015	in 2015
First Quarter	\$ 0.2775	\$ 0.2600
Second Quarter	0.2775	0.2775
Third Quarter	0.2775	0.2775
Fourth Quarter	0.2775	0.2775
Total	\$ 1.1100	\$ 1.0925

UDR was formed in 1972 as a Virginia corporation. In June 2003, we changed our state of incorporation from Virginia to Maryland. The Operating Partnership is the successor-in-interest to United Dominion Realty, L.P., a limited partnership formed under the laws of Virginia, which commenced operations in 1995. The Operating Partnership was redomiciled in 2004 as a Delaware limited partnership. Our corporate offices are located at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado and our telephone number is (720) 283-6120. Our website is www.udr.com. The information contained on our website, including any information referred to in this Report as being available on our website, is not a part of or incorporated into this Report.

As of February 22, 2016, we had 1,569 full-time associates and 42 part-time associates, all of whom were employed by UDR.

Reporting Segments

We report in two segments: *Same-Store Communities* and *Non-Mature Communities/Other*.

Our *Same-Store Communities* segment includes those communities acquired, developed, and stabilized prior to January 1, 2014, and held as of December 31, 2015. These communities were owned and had stabilized occupancy and operating expenses as of the beginning of the prior year, there is no plan to conduct substantial redevelopment activities, and the community is not classified as held for sale at year end. A community is considered to have stabilized occupancy once it achieves 90% occupancy for at least three consecutive months.

Our *Non-Mature Communities/Other* segment represents those communities that do not meet the criteria to be included in *Same-Store Communities*, including, but not limited to, recently acquired, developed and redeveloped communities, and the non-apartment components of mixed use properties. For additional information regarding our operating segments, see Note 15, *Reportable Segments*, in the Notes to the UDR Consolidated Financial Statements included in this Report and Note 13, *Reportable Segments*, in the Notes to the Operating Partnership's Consolidated Financial Statements included in this Report.

Business Objectives

Our principal business objective is to maximize the economic returns of our apartment communities to provide our stockholders with the greatest possible total return and value. To achieve this objective, we intend to continue to pursue the following goals and strategies:

- own and operate apartments in high barrier-to-entry markets, which are characterized by limited land for new construction, difficult and lengthy entitlement processes, low single-family home affordability and strong employment growth potential, thus enhancing stability and predictability of returns to our stockholders;
- manage real estate cycles by taking an opportunistic approach to buying, selling, renovating, redeveloping, and developing apartment communities;
- empower site associates to manage our communities efficiently and effectively;
- measure and reward associates based on specific performance targets; and
- manage our capital structure to help enhance predictability of earnings and dividends.

2015 Highlights

- In July 2015, the Company marked its 43rd year as a REIT and paid its 172nd consecutive quarterly dividend in October. The Company's annualized declared 2015 dividend of \$1.11 represented a 6.7% increase over the previous year.
- We achieved Same-Store revenue growth of 5.6% and same-store net operating income ("NOI") growth of 6.7%.
- We completed one development in Boston, MA containing 369 homes for an aggregate cost of approximately \$217.7 million. We also completed the redevelopment of 708 homes at a community in New York, NY for an aggregate cost of approximately \$98.0 million.
- As of December 31, 2015, we were developing one wholly-owned community and four communities in unconsolidated joint ventures and redeveloping three wholly-owned communities.
- In October 2015, the Company completed the acquisition of six Washington, D.C. area properties from Home Properties, L.P. ("Home OP") for a total contractual purchase price of \$900.6 million, which was comprised of \$564.8 million of DownREIT Units in the newly formed DownREIT Partnership, the assumption of \$89.3 million of debt, \$221.0 million of reverse tax-deferred like-kind exchanges under Section 1031 of the Internal Revenue Code of 1986 ("Section 1031 exchanges"), and \$25.5 million of cash. The Company holds a 50.1% (including a 41.6% interest held indirectly through the Operating Partnership) controlling ownership interest in, and consolidates, the DownREIT Partnership. For additional information regarding the DownREIT Partnership, see Note 11, *Noncontrolling Interests*, in the notes to the UDR Consolidated Financial Statements included in this Report.
- We contributed \$136.3 million for a preferred equity investment in five west coast communities that are currently under construction.
- We recognized gains on the sale of real estate of \$251.7 million from the sale of 12 communities with a total of 2,735 apartment homes. A portion of the sale proceeds was designated for tax-deferred Section 1031 exchanges for a 2014 acquisition and the October 2015 acquisitions described above.
- The eight communities held by the Texas joint venture were sold, generating net proceeds to UDR of \$44.2 million. The Company recorded promote and disposition fee income of \$10.0 million and a gain of \$59.4 million (including \$24.2 million of previously deferred gains).
- We sold 6,339,636 shares of common stock through public offerings for net proceeds of approximately \$210.0 million.

- We entered into a new \$1.1 billion revolving credit facility with a maturity date in January 2020, exclusive of options to extend, which replaced the prior \$900 million revolving credit facility that was scheduled to mature in December 2017,

and entered into a \$350.0 million senior unsecured term loan facility due January 2021, which replaced the Company's \$250 million term loan and \$100 million term loan that were scheduled to mature in June 2018.

- We issued \$300 million of 4.00%, 10-year senior unsecured medium-term notes in September.

Refer to Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, for further information on the Company's and the Operating Partnership's activities in 2015.

Our Strategies and Vision

Our vision is to be the innovative multifamily public REIT of choice. Our strategic priorities are:

1. Strengthen the Quality of Our Portfolio
2. Flexible/Strong Balance Sheet
3. Increase Cash Flow to Support Dividend Growth
4. A Great Place to Work and Live

Capital Allocation

Acquisitions and Dispositions

When evaluating potential acquisitions, we consider:

- population growth, cost of alternative housing, overall potential for economic growth and the tax and regulatory environment of the community in which the property is located;
- geographic location, including proximity to jobs, entertainment, transportation, and our existing communities which can deliver significant economies of scale;
- construction quality, condition and design of the property;
- current and projected cash flow of the property and the ability to increase cash flow;

- potential for capital appreciation of the property;
- ability to increase the value and profitability of the property through operations and redevelopment;
- whether it is located in a high barrier-to-entry market;
- terms of resident leases, including the potential for rent increases;
- occupancy and demand by residents for properties of a similar type in the vicinity;
- prospects for liquidity through sale, financing, or refinancing of the property; and
- competition from existing multifamily communities and the potential for the construction of new multifamily properties in the area.

We regularly monitor our assets to increase the quality and performance of our portfolio. Factors we consider in deciding whether to dispose of a property include:

- current market price for an asset compared to projected economics for that asset;
- potential increases in new construction in the market area;
- areas with low job growth prospects;
- markets where we do not intend to establish a long-term concentration; and
- operating efficiencies.

The following table summarizes our apartment community acquisitions and dispositions and our consolidated year-end ownership position for the past five years (*dollars in thousands*):

	2015	2014	2013	2012	2011
Homes acquired	3,246	358	—	633	3,161
Homes disposed	2,735	2,500	914	6,507	4,488
Homes owned at December 31,	40,728	39,851	41,250	41,571	47,343
Total real estate owned, at cost	\$ 9,190,276	\$ 8,383,259	\$ 8,207,977	\$ 8,055,828	\$ 8,074,471

The following table summarizes our apartment community acquisitions and dispositions and our year-end ownership position of the Operating Partnership for the past five years (*dollars in thousands*):

	2015	2014	2013	2012	2011
Homes acquired	421	—	—	—	1,833
Homes disposed (a)	4,256	264	914	1,314	2,024
Homes owned at December 31,	16,974	20,814	20,746	21,660	23,160
Total real estate owned, at cost	\$ 3,630,905	\$ 4,238,770	\$ 4,188,480	\$ 4,182,920	\$ 4,205,298

(a) Includes 3,107 homes deconsolidated in 2015 upon contribution of communities by the Operating Partnership to the DownREIT Partnership.

Development Activities

Our objective in developing a community is to create value while improving the quality of our portfolio. Demographic trends, economic drivers, and how multifamily fundamentals/valuations have trended over the long-term govern our review process on where to allocate development capital. At December 31, 2015, our development pipeline included one wholly-owned community located in Huntington Beach, California with 516 homes and a budget of \$342.0 million, in which we have a carrying value of \$124.1 million.

Redevelopment Activities

Our objective in redeveloping a community is twofold: we aim to meaningfully grow rental rates while also producing a higher yielding and more valuable asset through asset quality improvement. During 2015, we continued to redevelop properties in primary markets where we concluded there was an opportunity to add value. At December 31, 2015, the Company was redeveloping all 264 apartment homes, 11 of which have been completed, at two wholly-owned communities located in San Francisco, California and Bellevue, Washington. The Company also was redeveloping one wholly-owned community in San Francisco, California with renovations to the building exterior, corridors, and common area amenities, with no impact to individual homes. During the year ended December 31, 2015, we incurred \$32.9 million in major renovations, which include major structural changes and/or architectural revisions to existing buildings.

Joint Venture and Partnership Activities

We have entered into, and may continue in the future to enter into, joint ventures (including limited liability companies or partnerships) through which we would own an indirect economic interest of less than 100% of the community or communities owned directly by such joint

ventures. Our decision to either hold an apartment community in fee simple or have an indirect interest in the community through a joint venture is based on a variety of factors and considerations, including: (i) the economic and tax terms required by the seller of land or a community; (ii) our desire to diversify our portfolio of communities by market, submarket and product type; (iii) our desire at times to preserve our capital resources to maintain liquidity or balance sheet strength; and (iv) our projections, in some circumstances, that we will achieve higher returns on our invested capital or reduce our risk if a joint venture vehicle is used. Each joint venture agreement is individually negotiated, and our ability to operate and/or dispose of a community in our sole discretion may be limited to varying degrees depending on the terms of the joint venture agreement.

Balance Sheet Management

We maintain a capital structure that we believe allows us to proactively source potential investment opportunities in the marketplace. We have structured our debt maturity schedule to be able to opportunistically access both secured and unsecured debt markets when appropriate.

Financing Activities

As part of our plan to finance our activities, we utilize proceeds from debt and equity offerings and refinancings to extend maturities, pay down existing debt, fund development and redevelopment activities, and acquire apartment communities.

Operational Excellence, Cash Flow and Dividend Growth

Investment in new technologies continues to drive operating efficiencies in our business and help us to better meet the changing needs of our residents. Our residents have the ability to conduct business with us 24 hours a day, 7 days a week and complete online leasing applications and renewals throughout our portfolio using our web-based resident internet portal.

As a result of transforming our operations through technology, residents' satisfaction improved, and our operating teams have become more efficient. Web-based technologies have also resulted in declining marketing and advertising costs, improved cash management, and better pricing management of our available apartment homes.

Portfolio Improvement

We are focused on increasing our presence in markets with favorable job formation, high propensity to rent, low single-family home affordability, and a favorable demand/supply ratio for multifamily housing. Portfolio investment decisions consider internal analyses and third-party research.

For the year ended December 31, 2015, approximately 69.5% of our consolidated same-store NOI was generated by communities located in our primary markets of: Seattle, Washington; San Francisco Bay Area, California; Los Angeles, California; Orange County, California; Austin, Texas; Dallas, Texas; Boston, Massachusetts; New York, New York; and Metropolitan D.C. At December 31, 2015, the Company held 75.4% of its same-store carrying value of its real estate portfolio in our primary markets. For the year ended December 31, 2015, approximately 73.1% of the Operating Partnership's same-store NOI was generated by communities located in our primary markets and 73.7% of its same-store carrying value of its real estate portfolio was generated in its primary markets.

Operating Partnership Strategies and Vision

The Operating Partnership's long-term strategic plan is to achieve greater operating efficiencies by investing in fewer, more concentrated markets and enhance resident and associate service through technology. As a result, the Operating Partnership has sought to expand its interests in communities located in New York, New York; San Francisco Bay Area, California; Boston, Massachusetts; and Metropolitan D.C. over the past years. Prospectively, we plan to continue to channel new investments into those markets we believe will continue to provide the best investment returns. Markets will be targeted based upon defined criteria including above average job growth, low single-family home affordability and limited new supply for multifamily housing, which are three key drivers to strong rental growth.

Competitive Conditions

Competition for new residents is generally intense across all of our markets. Some competing communities offer features that our communities do not have. Competing communities can use rental concessions or lower rents to obtain temporary competitive advantages. Also, some competing communities are larger or newer than our communities. The competitive position of each community is different depending upon many factors, including sub-market supply and demand. In addition, other real estate investors compete with us to acquire existing properties, redevelop existing properties, and to develop new properties. These competitors include insurance companies, pension and investment funds, public and private real estate companies, investment companies and other public and private apartment REITs, some of which may have greater resources, or lower capital costs, than we do.

We believe that, in general, we are well-positioned to compete effectively for residents and investments. We believe our competitive advantages include:

- a fully integrated organization with property management, development, redevelopment, acquisition, marketing, sales and financing expertise;
- scalable operating and support systems, which include automated systems to meet the changing electronic needs of our residents and to effectively focus on our Internet marketing efforts;
- access to sources of capital;
- geographic diversification with a presence in 18 markets across the country; and

- significant presence in many of our major markets that allows us to be a local operating expert.

Moving forward, we will continue to optimize lease management, improve expense control, increase resident retention efforts and align employee incentive plans with our bottom line performance. We believe this plan of operation, coupled with the portfolio's strengths in targeting renters across a geographically diverse platform, should position us for continued operational upside.

Communities

At December 31, 2015, our consolidated real estate portfolio included 133 communities with a total of 40,728 completed apartment homes, which included the Operating Partnership's consolidated real estate portfolio of 57 communities with a total of 16,974 completed apartment homes. The overall quality of our portfolio enables us to raise rents and to attract residents with higher levels of disposable income who are more likely to absorb such rents.

At December 31, 2015, the Company was developing one wholly-owned community with 516 apartment homes, none of which have been completed. The community being developed is not part of the Operating Partnership's real estate portfolio.

At December 31, 2015, the Company was redeveloping 264 apartment homes, 11 of which have been completed, at two wholly-owned communities. The Company was also redeveloping one wholly-owned community, with renovations to the building exterior, corridors, and

common area amenities, with no impact to individual homes. Two of these communities under redevelopment are held by the Operating Partnership.

Same-Store Community Comparison

We believe that one pertinent quantitative measurement of the performance of our portfolio is tracking the results of our same-store communities' NOI, which is total rental revenue, less rental and other operating expenses excluding property management. Our same-store community population is comprised of operating communities which we own and have stabilized occupancy, revenues and expenses as of the beginning of the prior year.

For the year ended December 31, 2015, our same-store NOI increased by \$29.5 million compared to the prior year. Our same-store community properties provided 76.4% of our total NOI for the year ended December 31, 2015. The increase in NOI for the 33,063 same-store apartment homes, or 81.2% of our portfolio, was driven by an increase in rental rates and fee and reimbursement income, partially offset by an increase in real estate taxes, utilities expense, and personnel costs.

For the year ended December 31, 2015, the Operating Partnership's same-store NOI increased by \$8.2 million compared to the prior year. Our same-store community properties provided 81.9% of our total NOI for the year ended December 31, 2015. The increase in NOI for the 14,760 same-store apartment homes, or 87.0% of the Operating Partnership's portfolio, was driven by an increase in rental rates, fee and reimbursement income, increased occupancy, and an decrease in operating expenses.

Revenue growth in 2016 may be impacted by adverse developments affecting the general economy, reduced occupancy rates, increased rental concessions, new supply, increased bad debt and other factors which may adversely impact our ability to increase rents.

Tax Matters

UDR has elected to be taxed as a REIT under the Code. To continue to qualify as a REIT, UDR must continue to meet certain tests that, among other things, generally require that our assets consist primarily of real estate assets, our income be derived primarily from real estate assets, and that we distribute at least 90% of our REIT taxable income (other than net capital gains) to our stockholders annually. Provided we maintain our qualification as a REIT, we generally will not be subject to U.S. federal income taxes at the corporate level on our net income to the extent such net income is distributed to our stockholders annually. Even if we continue to qualify as a REIT, we will continue to be subject to certain federal, state and local taxes on our income and property.

We may utilize our taxable REIT subsidiary ("TRS") to engage in activities that REITs may be prohibited from performing, including the provision of management and other services to third parties and the conduct of certain nonqualifying real estate transactions. Our TRS generally is taxable as a regular corporation, and therefore, subject to federal, state and local income taxes.

The Operating Partnership intends to qualify as a partnership for federal income tax purposes. As a partnership, the Operating Partnership generally is not a taxable entity and does not incur federal income tax liability. However, any state or

local revenue, excise or franchise taxes that result from the operating activities of the Operating Partnership are incurred at the entity level.

Inflation

We believe that the direct effects of inflation on our operations have been immaterial. While the impact of inflation primarily impacts our results through wage pressures, property taxes, utilities and material costs, substantially all of our leases are for a term of 14 months or less, which generally enables us to compensate for any inflationary effects by increasing rents on our apartment homes. Although an escalation in energy and food costs could have a negative impact on our residents and their ability to absorb rent increases, we do not believe this has had a material impact on our results for the year ended December 31, 2015.

Environmental Matters

Various environmental laws govern certain aspects of the ongoing operation of our communities. Such environmental laws include those regulating the existence of asbestos-containing materials in buildings, management of surfaces with lead-based paint (and notices to residents

about the lead-based paint), use of active underground petroleum storage tanks, and waste-management activities. The failure to comply with such requirements could subject us to a government enforcement action and/or claims for damages by a private party.

To date, compliance with federal, state and local environmental protection regulations has not had a material effect on our capital expenditures, earnings or competitive position. We have a property management plan for hazardous materials. As part of the plan, Phase I environmental site investigations and reports have been completed for each property we acquire. In addition, all proposed acquisitions are inspected prior to acquisition. The inspections are conducted by qualified environmental consultants, and we review the issued report prior to the purchase or development of any property. Nevertheless, it is possible that the environmental assessments will not reveal all environmental liabilities, or that some material environmental liabilities exist of which we are unaware. In some cases, we have abandoned otherwise economically attractive acquisitions because the costs of removal or control of hazardous materials have been prohibitive or we have been unwilling to accept the potential risks involved. We do not believe we will be required to engage in any large-scale abatement at any of our properties. We believe that through professional environmental inspections and testing for asbestos, lead paint and other hazardous materials, coupled with a relatively conservative posture toward accepting known environmental risk, we can minimize our exposure to potential liability associated with environmental hazards.

Federal legislation requires owners and landlords of residential housing constructed prior to 1978 to disclose to potential residents or purchasers of the communities any known lead paint hazards and imposes treble damages for failure to provide such notification. In addition, lead based paint in any of the communities may result in lead poisoning in children residing in that community if chips or particles of such lead based paint are ingested, and we may be held liable under state laws for any such injuries caused by ingestion of lead based paint by children living at the communities.

We are unaware of any environmental hazards at any of our properties that individually or in the aggregate may have a material adverse impact on our operations or financial position. We have not been notified by any governmental authority, and we are not otherwise aware, of any material non-compliance, liability, or claim relating to environmental liabilities in connection with any of our properties. We do not believe that the cost of continued compliance with applicable environmental laws and regulations will have a material adverse effect on us or our financial condition or results of operations. Future environmental laws, regulations, or ordinances, however, may require additional remediation of existing conditions that are not currently actionable. Also, if more stringent requirements are imposed on us in the future, the costs of compliance could have a material adverse effect on our results of operations and our financial condition.

Insurance

We carry comprehensive general liability coverage on our communities, with limits of liability customary within the multi family apartment industry to insure against liability claims and related defense costs. We are also insured, with limits of liability customary within the multi family apartment industry, against the risk of direct physical damage in amounts necessary to reimburse us on a replacement cost basis for costs incurred to repair or rebuild each property, including loss of rental income during the reconstruction period.

Available Information

Both UDR and the Operating Partnership file electronically with the Securities and Exchange Commission their respective annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K, pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. You may obtain a free copy of our annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K, and amendments to those reports on the day of filing with the SEC on our website at www.udr.com, or by sending an e-mail message to ir@udr.com.

Item 1A. RISK FACTORS

There are many factors that affect the business and the results of operations of the Company and the Operating Partnership, some of which are beyond the control of the Company and the Operating Partnership. The following is a description of important factors that may cause the actual results of operations of the Company and the Operating Partnership in future periods to differ materially from those currently expected or discussed in forward-looking statements set forth in this Report relating to our financial results, operations and business prospects. Forward-looking statements and such risks, uncertainties and other factors speak only as of the date of this Report, and we expressly disclaim any obligation or undertaking to update or revise any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based, except to the extent otherwise required by law.

Risks Related to Our Real Estate Investments and Our Operations

Unfavorable Apartment Market and Economic Conditions Could Adversely Affect Occupancy Levels, Rental Revenues and the Value of Our Real Estate Assets. Unfavorable market conditions in the areas in which we operate and unfavorable economic conditions generally may significantly affect our occupancy levels, our rental rates and collections, the value of the properties and our ability to strategically acquire or dispose of apartment communities on economically favorable terms. Our ability to lease our properties at favorable rates is adversely affected by the increase in supply in the multifamily and other rental markets and is dependent upon the overall level in the economy, which is adversely affected by, among other things, job losses and unemployment levels, recession, personal debt levels, a downturn in the housing market, stock market volatility and uncertainty about the future. Some of our major expenses, including mortgage payments, generally do not decline when related rents decline. We would expect that declines in our occupancy levels, rental revenues and/or the values of our apartment communities would cause us to have less cash available to pay our indebtedness and to distribute to UDR's stockholders, which could adversely affect our financial condition and the market value of our securities. Factors that may affect our occupancy levels, our rental revenues, and/or the value of our properties include the following, among others:

- downturns in the national, regional and local economic conditions, particularly increases in unemployment;

- declines in mortgage interest rates, making alternative housing more affordable;

- government or builder incentives which enable first time homebuyers to put little or no money down, making alternative housing options more attractive;

- local real estate market conditions, including oversupply of, or reduced demand for, apartment homes;

- declines in the financial condition of our tenants, which may make it more difficult for us to collect rents from some tenants;

- changes in market rental rates;

- our ability to renew leases or re-lease space on favorable terms;

- the timing and costs associated with property improvements, repairs or renovations;
- declines in household formation; and
- rent control or stabilization laws, or other laws regulating rental housing, which could prevent us from raising rents to offset increases in operating costs.

We May Be Unable to Renew Leases or Relet Apartment Units as Leases Expire. When our residents decide to leave our apartments, whether because they decide not to renew their leases or they leave prior to their lease expiration date, we may not be able to relet their apartment units. Even if the residents do renew or we can relet the apartment units, the terms of renewal or

reletting may be less favorable than current lease terms. If we are unable to promptly renew the leases or relet the apartment units, or if the rental rates upon renewal or reletting are significantly lower than expected rates, then our results of operations and financial condition may be adversely affected. If residents do not experience increases in their income, we may be unable to increase rent and/or delinquencies may increase.

Substantial International, National and Local Government Spending and Increasing Deficits May Adversely Impact Our Business, Financial Condition and Results of Operations. The values of, and the cash flows from, the properties we own are affected by developments in global, national and local economies. As a result of the most recent recession and the significant government interventions, federal, state and local governments have incurred record deficits and assumed or guaranteed liabilities of private financial institutions or other private entities. These increased budget deficits and the weakened financial condition of federal, state and local governments may lead to reduced governmental spending, tax increases, public sector job losses, increased interest rates, currency devaluations or other adverse economic events, which may directly or indirectly adversely affect our business, financial condition and results of operations.

Risk of Inflation/Deflation. Substantial inflationary or deflationary pressures could have a negative effect on rental rates and property operating expenses. The general risk of inflation is that interest on our debt and general and administrative expenses increase at a rate faster than increases in our rental rates, which could adversely affect our results of operations, cash flow and ability to make distributions to UDR's stockholders. The predominant effects of deflation include high unemployment and credit contraction. Restricted lending practices could impact our ability to obtain financing or refinancing for our properties.

We Are Subject to Certain Risks Associated with Selling Apartment Communities, Which Could Limit Our Operational and Financial Flexibility. We periodically dispose of apartment communities that no longer meet our strategic objectives, but adverse market conditions may make it difficult to sell apartment communities like the ones we own. We cannot predict whether we will be able to sell any property for the price or on the terms we set, or whether any price or other terms offered by a prospective purchaser would be acceptable to us. We also cannot predict the length of time needed to find a willing purchaser and to close the sale of a property. Furthermore, we may be required to expend funds to correct defects or to make improvements before a property can be sold. These conditions may limit our ability to dispose of properties and to change our portfolio promptly in order to meet our strategic objectives, which may in turn have a material adverse effect on our financial condition and the market value of our securities. We are also subject to the following risks in connection with sales of our apartment communities:

- a significant portion of the proceeds from our overall property sales may be held by intermediaries in order for some sales to qualify as like-kind exchanges under Section 1031 of the Internal Revenue Code of 1986, as amended, or the “Code,” so that any related capital gain can be deferred for federal income tax purposes. As a result, we may not have immediate access to all of the cash proceeds generated from our property sales; and
- federal tax laws limit our ability to profit on the sale of communities that we have owned for less than two years, and this limitation may prevent us from selling communities when market conditions are favorable.

Competition Could Limit Our Ability to Lease Apartment Homes or Increase or Maintain Rents. Our apartment communities compete with numerous housing alternatives in attracting residents, including other apartment communities, condominiums and single-family rental homes, as well as owner occupied single- and multi-family homes. Competitive housing in a particular area could adversely affect our ability to lease apartment homes and increase or maintain rents, which could materially adversely affect our results of operations and financial condition.

We May Not Realize the Anticipated Benefits of Past or Future Acquisitions, and the Failure to Integrate Acquired Communities and New Personnel Successfully Could Create Inefficiencies. We have selectively acquired in the past, and if presented with attractive opportunities we intend to selectively acquire in the future, apartment communities that meet our investment criteria. Our acquisition activities and their success are subject to the following risks:

- we may be unable to obtain financing for acquisitions on favorable terms or at all;
- even if we are able to finance the acquisition, cash flow from the acquisition may be insufficient to meet our required principal and interest payments on the debt used to finance the acquisition;
- even if we enter into an acquisition agreement for an apartment community, we may be unable to complete the acquisition after incurring certain acquisition-related costs;

- we may incur significant costs and divert management attention in connection with the evaluation and negotiation of potential acquisitions, including potential acquisitions that we are subsequently unable to complete;
- when we acquire an apartment community, we may invest additional amounts in it with the intention of increasing profitability, and these additional investments may not produce the anticipated improvements in profitability;

- the expected occupancy rates and rental rates may differ from actual results; and
- we may be unable to quickly and efficiently integrate acquired apartment communities and new personnel into our existing operations, and the failure to successfully integrate such apartment communities or personnel will result in inefficiencies that could adversely affect our expected return on our investments and our overall profitability.

Competition Could Adversely Affect Our Ability to Acquire Properties. In the past, other real estate investors, including insurance companies, pension and investment funds, developer partnerships, investment companies and other public and private apartment REITs, have competed with us to acquire existing properties and to develop new properties, and such competition in the future may make it more difficult for us to pursue attractive investment opportunities on favorable terms, which could adversely affect our ability to grow or acquire properties profitably or with attractive returns.

Development and Construction Risks Could Impact Our Profitability. In the past we have selectively pursued the development and construction of apartment communities, and we intend to do so in the future as appropriate opportunities arise. Development activities have been, and in the future may be, conducted through wholly-owned affiliated companies or through joint ventures with unaffiliated parties. Our development and construction activities are subject to the following risks:

- we may be unable to obtain construction financing for development activities under favorable terms, including but not limited to interest rates, maturity dates and/or loan to value ratios, or at all, which could cause us to delay or even abandon potential developments;
- we may be unable to obtain, or face delays in obtaining, necessary zoning, land-use, building, occupancy and other required governmental permits and authorizations, which could result in increased development costs, could delay initial occupancy dates for all or a portion of a development community, and could require us to abandon our activities entirely with respect to a project for which we are unable to obtain permits or authorizations;
- yields may be less than anticipated as a result of delays in completing projects, costs that exceed budget and/or higher than expected concessions for lease up and lower rents than expected;
- if we are unable to find joint venture partners to help fund the development of a community or otherwise obtain acceptable financing for the developments, our development capacity may be limited;
- we may abandon development opportunities that we have already begun to explore, and we may fail to recover expenses already incurred in connection with exploring such opportunities;

- we may be unable to complete construction and lease-up of a community on schedule, or incur development or construction costs that exceed our original estimates, and we may be unable to charge rents that would compensate for any increase in such costs;
- occupancy rates and rents at a newly developed community may fluctuate depending on a number of factors, including market and economic conditions, preventing us from meeting our profitability goals for that community; and
- when we sell to third parties communities or properties that we developed or renovated, we may be subject to warranty or construction defect claims that are uninsured or exceed the limits of our insurance.

In some cases in the past, the costs of upgrading acquired communities exceeded our original estimates. We may experience similar cost increases in the future. Our inability to charge rents that will be sufficient to offset the effects of any increases in these costs may impair our profitability.

Bankruptcy or Defaults of Our Counterparties Could Adversely Affect Our Performance. We have relationships with and, from time to time, we execute transactions with or receive services from many counterparties, such as general contractors engaged in connection with our development activities. As a result, bankruptcies or defaults by these counterparties could result in services not being provided, projects not being completed on time, or on budget, or at all, or volatility in the financial markets and economic weakness could affect the counterparties' ability to complete transactions with us as intended, both of which could result in disruptions to our operations that may adversely affect our business and results of operations.

Property Ownership Through Joint Ventures May Limit Our Ability to Act Exclusively in Our Interest. We have in the past and may in the future develop and/or acquire properties in joint ventures with other persons or entities when we believe circumstances warrant the use of such structures. We currently have 16 active joint ventures and partnerships, including our participating loan investment and preferred equity investment, with a total equity investment of \$938.9 million. We could become engaged in a dispute with one or more of our joint venture partners which might affect our ability to operate a jointly-owned property. Moreover, joint venture partners may have business, economic or other objectives that are inconsistent with our objectives, including objectives that relate to the appropriate timing and terms of any sale or refinancing of a property. In some instances, joint venture partners may have competing interests in our markets that could create conflicts of interest. Also, our joint venture partners might refuse to make capital contributions when due and we may be responsible to our partners for indemnifiable losses. In general, we and our partners may each have the right to trigger a buy-sell arrangement, which could cause us to sell our interest, or acquire our partners' interest, at a time when we otherwise would not have initiated such a transaction and may result in the valuation of our interest in the joint venture (if we are the seller) or of the other partner's interest in the joint venture (if we are the buyer) at levels which may not be representative of the valuation that would result from an arm's length marketing process.

We are also subject to risk in cases where an institutional owner is our joint venture partner, including (i) a deadlock if we and our joint venture partner are unable to agree upon certain major and other decisions, (ii) the limitation of our ability to liquidate our position in the joint venture without the consent of the other joint venture partner, and (iii) the requirement to provide guarantees in favor of lenders with respect to the indebtedness of the joint venture.

We may not be permitted to dispose of certain properties or pay down the indebtedness associated with those properties when we might otherwise desire to do so without incurring additional costs. In connection with certain property acquisitions, we have agreed with the sellers that we will not dispose of the acquired properties or reduce the mortgage indebtedness on such properties for significant periods of time unless we pay certain of the resulting tax costs of the sellers, and we may enter into similar agreements in connection with future property

acquisitions. These agreements could result in us retaining properties that we would otherwise sell or not paying down or refinancing indebtedness that we would otherwise pay down or refinance.

We Could Incur Significant Insurance Costs and Some Potential Losses May Not Be Adequately Covered by Insurance. We have a comprehensive insurance program covering our property and operating activities with limits of liability customary within the multifamily industry. We believe the policy specifications and insured limits of these policies are adequate and appropriate. There are, however, certain types of extraordinary losses which may not be adequately covered under our insurance program. In addition, we will sustain losses due to insurance deductibles, self-insured retention, uninsured claims or casualties, or losses in excess of applicable coverage.

If an uninsured loss or a loss in excess of insured limits occurs, we could lose all or a portion of the capital we have invested in a property, as well as the anticipated future revenue from the property. In such an event, we might nevertheless remain obligated for any mortgage debt or other financial obligations related to the property. Material losses in excess of insurance proceeds may occur in the future. If one or more of our significant properties were to experience a catastrophic loss, it could seriously disrupt our operations, delay revenue and result in large expenses to repair or rebuild the property. Such events could adversely affect our cash flow and ability to make distributions.

As a result of our substantial real estate holdings, the cost of insuring our apartment communities is a significant component of expense. Insurance premiums are subject to significant increases and fluctuations, which are generally outside of our control. We insure our properties with insurance companies that we believe have a good rating at the time our policies are put into effect. The financial condition of one or more of our insurance companies that we hold policies with may be negatively impacted, which could result in their inability to pay on future insurance claims. Their inability to pay future claims may have a negative impact on our financial results. In addition, the failure of one or more insurance companies may increase the costs to renew our insurance policies or increase the cost of insuring additional properties and recently developed or redeveloped properties.

Failure to Succeed in New Markets May Limit Our Growth. We have acquired in the past, and we may acquire in the future if appropriate opportunities arise, apartment communities that are outside of our existing markets. Entering into new markets may expose us to a variety of risks, and we may not be able to operate successfully in new markets. These risks include, among others:

- inability to accurately evaluate local apartment market conditions and local economies;

- inability to hire and retain key personnel;

- lack of familiarity with local governmental and permitting procedures; and

- inability to achieve budgeted financial results.

Potential Liability for Environmental Contamination Could Result in Substantial Costs. Under various federal, state and local environmental laws, as a current or former owner or operator of real estate, we could be required to investigate and remediate the effects of

contamination of currently or formerly owned real estate by hazardous or toxic substances, often regardless of our knowledge of or responsibility for the contamination and solely by virtue of our current or former ownership or operation of the real estate. In addition, we could be held liable to a governmental authority or to third parties for property damage and for investigation and clean-up costs incurred in connection with the contamination. These costs could be substantial, and in many cases environmental laws create liens in favor of governmental authorities to secure their payment. The presence of such substances or a failure to properly remediate any resulting contamination could materially and adversely affect our ability to borrow against, sell or rent an affected property.

In addition, our properties are subject to various federal, state and local environmental, health and safety laws, including laws governing the management of wastes and underground and aboveground storage tanks. Noncompliance with these environmental, health and safety laws could subject us to liability. Changes in laws could increase the potential costs of compliance with environmental laws, health and safety laws or increase liability for noncompliance. This may result in significant unanticipated expenditures or may otherwise materially and adversely affect our operations.

As the owner or operator of real property, we may also incur liability based on various building conditions. For example, buildings and other structures on properties that we currently own or operate or those we acquire or operate in the future contain, may contain, or may have contained, asbestos-containing material, or ACM. Environmental, health and safety laws require that ACM be properly managed and maintained and may impose fines or penalties on owners, operators or employers for non-compliance with those requirements.

These requirements include special precautions, such as removal, abatement or air monitoring, if ACM would be disturbed during maintenance, renovation or demolition of a building, potentially resulting in substantial costs. In addition, we may be subject to liability for personal injury or property damage sustained as a result of exposure to ACM or releases of ACM into the environment.

We cannot assure you that costs or liabilities incurred as a result of environmental issues will not affect our ability to make distributions to our stockholders, or that such costs or liabilities will not have a material adverse effect on our financial condition and results of operations.

Our Properties May Contain or Develop Harmful Mold or Suffer from Other Indoor Air Quality Issues, Which Could Lead to Liability for Adverse Health Effects or Property Damage or Cost for Remediation. When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Indoor air quality issues can also stem from inadequate ventilation, chemical contamination from indoor or outdoor sources, and other biological contaminants such as pollen, viruses and bacteria. Indoor exposure to airborne toxins or irritants can be alleged to cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold or other airborne contaminants at any of our properties could require us to undertake a costly remediation program to contain or remove the mold or other airborne contaminants or to increase ventilation, which could adversely affect our results of operations and cash flow. In addition, the presence of significant mold or other airborne contaminants could expose us to liability from our tenants or others if property damage or personal injury occurs.

Compliance or Failure to Comply with the Americans with Disabilities Act of 1990 or Other Safety Regulations and Requirements Could Result in Substantial Costs. The Americans with Disabilities Act generally requires that public buildings, including our properties, be made accessible to disabled persons. Noncompliance could result in the imposition of fines by the federal government or the award of damages to private litigants. From time to time, claims may be asserted against us with respect to some of our properties under the Americans with Disabilities Act. If, under the Americans with Disabilities Act, we are required to make substantial alterations and capital expenditures in one or more of our properties, including the removal of access barriers, it could adversely affect our financial condition and results of operations.

Our properties are subject to various federal, state and local regulatory requirements, such as state and local fire and life safety requirements. If we fail to comply with these requirements, we could incur fines or private damage awards. We do not know whether existing requirements will change or whether compliance with future requirements will require significant unanticipated expenditures that will affect our cash flow and results of operations.

Compliance with or Changes in Real Estate Tax and Other Laws Could Adversely Affect Our Funds from Operations and Our Ability to Make Distributions to Stockholders. Generally we do not directly pass through costs resulting from

compliance with or changes in real estate tax laws to residential property tenants. We also do not generally pass through increases in income, service or other taxes to tenants under leases. These costs may adversely affect net operating income and the ability to make distributions to stockholders. Similarly, compliance with or changes in (i) laws increasing the potential liability for environmental conditions existing on properties or the restrictions on discharges or other conditions or (ii) rent control or rent stabilization laws or other laws regulating housing, such as the Americans with Disabilities Act and the Fair Housing Amendments Act of 1988, may result in significant unanticipated expenditures, which would adversely affect our funds from operations and the ability to make distributions to stockholders.

Risk of Damage from Catastrophic Weather and Natural Events and Potential Climate Change. Certain of our communities are located in areas that may experience catastrophic weather and other natural events from time to time, including mudslides, fires, hurricanes, tornadoes, snow or ice storms, or other severe inclement weather. These adverse weather and natural events could cause damage or losses that may be greater than insured levels. In the event of a loss in excess of insured limits, we could lose our capital invested in the affected community, as well as anticipated future revenue from that community. We would also continue to be obligated to repay any mortgage indebtedness or other obligations related to the community. Any such loss could materially and adversely affect our business, financial condition and results of operations.

To the extent that we experience any significant changes in the climate in areas where our communities are located, we may experience extreme weather conditions and prolonged changes in precipitation and temperature, all of which could result in physical damage to, and/or a decrease in demand for, our communities located in these areas. Should the impact of such climate change be material in nature, or occur for lengthy periods of time, our financial condition and results of operations may be adversely affected.

Risk of Earthquake Damage. Some of our communities are located in the general vicinity of active earthquake faults. We cannot assure you that an earthquake would not cause damage or losses greater than insured levels. In the event of a loss in excess of insured limits, we could lose our capital invested in the affected community, as well as anticipated future revenue from that community. We would also continue to be obligated to repay any mortgage indebtedness or other obligations related to the community. Any such loss could materially and adversely affect our business, financial condition and results of operations. Insurance coverage for earthquakes can be costly due to limited industry capacity. As a result, we may experience shortages in desired coverage levels if market conditions are such that insurance is not available or the cost of insurance makes it, in management's view, economically impractical.

Risk of Accidental Death Due to Fire, Natural Disasters or Other Hazards. The accidental death of persons living in our communities due to fire, natural disasters or other hazards could have a material adverse effect on our business and results of operations. Our insurance coverage may not cover all losses associated with such events, and we may experience difficulty marketing communities where such any such events have occurred, which could have a material adverse effect on our business and results of operations.

Actual or Threatened Terrorist Attacks May Have an Adverse Effect on Our Business and Operating Results and Could Decrease the Value of Our Assets. Actual or threatened terrorist attacks and other acts of violence or war could have a material adverse effect on our business and operating results. Attacks that directly impact one or more of our apartment communities could significantly affect our ability to operate those communities and thereby impair our ability to achieve our expected results. Further, our insurance coverage may not cover all losses caused by a terrorist attack. In addition, the adverse effects that such violent acts and threats of future attacks could have on the U.S. economy could similarly have a material adverse effect on our business and results of operations.

Mezzanine Loan Assets Involve Greater Risks of Loss than Senior Loans Secured by Income-producing Properties. We may acquire mezzanine loans, which take the form of subordinated loans secured by second mortgages on the underlying property or loans secured by a pledge of the ownership interests of either the entity owning the property or a pledge of the ownership interests of the entity that owns the interest in the entity owning the property. Mezzanine loans may involve a higher degree of risk than long-term senior mortgage lending secured by income-producing real property, because the loan may become unsecured as a result of foreclosure by the senior lender and because it is in second position and there may not be adequate equity in the property. In the event of a bankruptcy of the entity providing the pledge of its ownership interests as security, we may not have full recourse to the assets of such entity, or the assets of the entity may not be sufficient to satisfy our mezzanine loan. If a borrower defaults on our mezzanine loan or debt senior to our loan, or in the event of a borrower bankruptcy, our mezzanine loan will be satisfied only after the senior debt. As a result, we may not recover some of or all our initial expenditure. In addition, mezzanine loans may have higher loan-to-value ratios than conventional mortgage loans, resulting in less equity in the property and increasing the risk of loss of principal.

We May Experience a Decline in the Fair Value of Our Assets and Be Forced to Recognize Impairment Charges, Which Could Materially and Adversely Impact Our Financial Condition, Liquidity and Results of Operations and the Market Price of

UDR's Common Stock. A decline in the fair value of our assets may require us to recognize an impairment against such assets under generally accepted accounting principles as in effect in the United States ("GAAP"), if we were to determine that, with respect to any assets in unrealized loss positions, we do not have the ability and intent to hold such assets to maturity or for a period of time sufficient to allow for recovery to the amortized cost of such assets. If such a determination were to be made, we would recognize unrealized losses through earnings and write down the amortized cost of such assets to a new cost basis, based on the fair value of such assets on the date they are considered to be impaired. Such impairment charges reflect non-cash losses at the time of recognition; subsequent disposition or sale of such assets could further affect our future losses or gains, as they are based on the difference between the sale price received and adjusted amortized cost of such assets at the time of sale. If we are required to recognize asset impairment charges in the future, these charges could materially and adversely affect our financial condition, liquidity, results of operations and the per share trading price of UDR's common stock.

Any Material Weaknesses Identified in Our Internal Control Over Financial Reporting Could Have an Adverse Effect on UDR's Stock Price. Section 404 of the Sarbanes-Oxley Act of 2002 requires us to evaluate and report on our internal control over financial reporting. If we identify one or more material weaknesses in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, which in turn could have an adverse effect on UDR's stock price.

Our Business and Operations Would Suffer in the Event of System Failures or Breaches in Data Security. Despite system redundancy, the implementation of security measures and the existence of a disaster recovery plan for our internal information technology systems, our systems are vulnerable to damages from any number of sources, including computer viruses, unauthorized access, energy blackouts, natural disasters, terrorism, war, and telecommunication failures. We rely on information technology networks and systems, including the Internet, to process, transmit and store electronic information and to manage or support a variety of our business processes, including financial transactions and keeping of records, which may include personal identifying information of tenants and lease data. We rely on commercially available systems, software, tools and monitoring to provide security for processing, transmitting and storing confidential tenant information, such as individually identifiable information relating to financial accounts. Although we take steps to protect the security of the data maintained in our information systems, it is possible that our security measures will not be able to prevent the systems' improper functioning, or the improper disclosure of personally identifiable information, such as in the event of cyber attacks. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorized disclosure of confidential information. Any failure to maintain proper function, security and availability of our information systems could interrupt our operations, damage our reputation, subject us to liability claims or regulatory penalties and could materially and adversely affect us.

Our Success Depends on Our Senior Management. Our success depends upon the retention of our senior management, whose continued service is not guaranteed. We may not be able to find qualified replacements for the individuals who make up our senior management if their services should no longer be available to us. The loss of services of one or more members of our senior management team could have a material adverse effect on our business, financial condition and results of operations.

We May be Adversely Affected by New Federal Laws and Regulations. The United States Administration and Congress have enacted, or called for consideration of, proposals relating to a variety of issues, including with respect to health care, financial regulation reform, climate change, executive compensation and others. We believe that these and other potential proposals could have varying degrees of impact on us ranging from minimal to material. At this time, we are unable to predict with certainty what level of impact specific proposals could have on us.

Federal rulemaking and administrative efforts that may have an impact on us focus principally on the areas perceived as contributing to the global financial crisis and the most recent economic recession. These initiatives have created a degree of uncertainty regarding the basic rules governing the real estate industry and many other businesses that is unprecedented in the United States at least since the wave of lawmaking and regulatory reform that followed in the wake of the Great Depression. The federal legislative response in this area culminated in the enactment on July 21, 2010 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). Many of the provisions of the Dodd-Frank Act have extended implementation periods and delayed effective dates and continue to require rulemaking by regulatory authorities; thus, the impact on us may not be known for an extended period of time. The Dodd-Frank Act, including rules implementing its provisions and the interpretation of those rules, along with other legislative and regulatory proposals that are proposed or pending in the United States Congress, may limit our revenues, impose fees or taxes on us, and/or intensify the regulatory framework in which we operate in ways that are not currently identifiable.

Changing laws, regulations and standards relating to corporate governance and public disclosure in particular, including certain provisions of the Dodd-Frank Act and the rules and regulations promulgated thereunder, have created uncertainty for public companies like ours and could significantly increase the costs and risks associated with accessing the U.S. public markets. Because we are committed to maintaining high standards of internal control over financial reporting, corporate

governance and public disclosure, our management team will need to devote significant time and financial resources to comply with these evolving standards for public companies. We intend to continue to invest appropriate resources to comply with both existing and evolving standards, and this investment has resulted and will likely continue to result in increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance activities.

We May be Adversely Affected by New State and Local Laws and Regulations. We are subject to state and local laws, regulations and ordinances at locations where we operate and to the rules and regulations of various local authorities regarding a wide variety of matters that could affect, directly or indirectly, our operations. We cannot predict what matters might be considered in the future by these state and local authorities, nor can we judge what impact, if any, the implementation of new legislation might have on our business.

Changes in U.S. Accounting Standards May Materially and Adversely Affect Our Reported Results of Operations. Accounting for public companies in the United States is in accordance with GAAP, which is established by the Financial Accounting Standards Board (the “FASB”), an independent body whose standards are recognized by the SEC as authoritative for publicly held companies. Uncertainties posed by various initiatives of accounting standard-setting by the FASB and the SEC, which create and interpret applicable accounting standards for U.S. companies, may change the financial accounting and reporting standards or their interpretation and application of these standards that govern the preparation of our financial statements. These changes could have a material impact on our reported financial condition and results of operations. In some cases, we could be required to apply a new or revised standard retroactively, resulting in potentially material restatements of prior period financial statements.

Risks Related to Our Indebtedness and Financings

Insufficient Cash Flow Could Affect Our Debt Financing and Create Refinancing Risk. We are subject to the risks normally associated with debt financing, including the risk that our operating income and cash flow will be insufficient to make required payments of principal and interest, or could restrict our borrowing capacity under our line of credit due to debt covenant restraints. Sufficient cash flow may not be available to make all required principal payments and still satisfy UDR’s distribution requirements to maintain its status as a REIT for federal income tax purposes. In addition, the full limits of our line of credit may not be available to us if our operating performance falls outside the constraints of our debt covenants. We are also likely to need to refinance substantially all of our outstanding debt as it matures. We may not be able to refinance existing debt, or the terms of any refinancing may not be as favorable as the terms of the existing debt, which could create pressures to sell assets or to issue additional equity when we would otherwise not choose to do so. In addition, our failure to comply with our debt covenants could result in a requirement to repay our indebtedness prior to its maturity, which could have an adverse effect on our cash flow, increase our financing costs and impact our ability to make distributions to UDR’s stockholders.

Failure to Generate Sufficient Revenue Could Impair Debt Service Payments and Distributions to Stockholders. If our apartment communities do not generate sufficient net rental income to meet rental expenses, our ability to make required payments of interest and principal on our debt securities and to pay distributions to UDR’s stockholders will be adversely affected. The following factors, among others, may affect the net rental income generated by our apartment communities:

- the national and local economies;

- local real estate market conditions, such as an oversupply of apartment homes;
- tenants' perceptions of the safety, convenience, and attractiveness of our communities and the neighborhoods where they are located;
- our ability to provide adequate management, maintenance and insurance;
- rental expenses, including real estate taxes and utilities;
- competition from other apartment communities;
- changes in interest rates and the availability of financing;
- changes in governmental regulations and the related costs of compliance; and
- changes in tax and housing laws, including the enactment of rent control laws or other laws regulating multifamily housing.

Expenses associated with our investment in an apartment community, such as debt service, real estate taxes, insurance and maintenance costs, are generally not reduced when circumstances cause a reduction in rental income from that community. If a community is mortgaged to secure payment of debt and we are unable to make the mortgage payments, we could sustain a loss as a result of foreclosure on the community or the exercise of other remedies by the mortgage holder.

Our Debt Level May Be Increased. Our current debt policy does not contain any limitations on the level of debt that we may incur, although our ability to incur debt is limited by covenants in our bank and other credit agreements. We manage our debt to be in compliance with these debt covenants, but subject to compliance with these covenants, we may increase the amount of our debt at any time without a concurrent improvement in our ability to service the additional debt.

Financing May Not Be Available and Could Be Dilutive. Our ability to execute our business strategy depends on our access to an appropriate blend of debt financing, including unsecured lines of credit and other forms of secured and unsecured debt, and equity financing, including common and preferred equity. We and other companies in the real estate industry have experienced limited availability of financing

from time to time. If we issue additional equity securities to finance developments and acquisitions instead of incurring debt, the interests of our existing stockholders could be diluted.

Failure To Maintain Our Current Credit Ratings Could Adversely Affect Our Cost of Funds, Related Margins, Liquidity, and Access to Capital Markets. Moody's and Standard & Poor's, the major debt rating agencies, routinely evaluate our debt and have given us ratings on our senior unsecured debt and preferred stock. These ratings are based on a number of factors, which included their assessment of our financial strength, liquidity, capital structure, asset quality, and sustainability of cash flow and earnings. Due to changes in these factors and market conditions, we may not be able to maintain our current credit ratings, which could adversely affect our cost of funds and related margins, liquidity, and access to capital markets.

Disruptions in Financial Markets May Adversely Impact Availability and Cost of Credit and Have Other Adverse Effects on Us and the Market Price of UDR's Stock. Our ability to make scheduled payments or to refinance debt obligations will depend on our operating and financial performance, which in turn is subject to prevailing economic conditions and to financial, business and other factors beyond our control. During the global financial crisis and the economic recession that followed it, the United States stock and credit markets experienced significant price volatility, dislocations and liquidity disruptions, which caused market prices of many stocks to fluctuate substantially and the spreads on debt financings to widen considerably. Those circumstances materially impacted liquidity in the financial markets at times, making terms for certain financings less attractive, and in some cases resulted in the unavailability of financing. Any future disruptions or uncertainty in the stock and credit markets may negatively impact our ability to refinance existing indebtedness and access additional financing for acquisitions, development of our properties and other purposes at reasonable terms or at all, which may negatively affect our business and the market price of UDR's common stock. If we are not successful in refinancing our existing indebtedness when it becomes due, we may be forced to dispose of properties on disadvantageous terms, which might adversely affect our ability to service other debt and to meet our other obligations. A prolonged downturn in the financial markets may cause us to seek alternative sources of potentially less attractive financing, and may require us to adjust our business plan accordingly. These events also may make it more difficult or costly for us to raise capital through the issuance of UDR's common or preferred stock.

A Change in U.S. Government Policy Regarding Fannie Mae or Freddie Mac Could Have a Material Adverse Impact on Our Business. Fannie Mae and Freddie Mac are a major source of financing for secured multifamily rental real estate. We and other multifamily companies depend heavily on Fannie Mae and Freddie Mac to finance growth by purchasing or guaranteeing apartment loans. In September 2008, the U.S. government assumed control of Fannie Mae and Freddie Mac and placed both companies into a government conservatorship under the Federal Housing Finance Agency. The Administration and lawmakers have proposed potential options for the future of mortgage finance in the U.S. that could involve the phase out of Fannie Mae and Freddie Mac. While we believe Fannie Mae and Freddie Mac will continue to provide liquidity to our sector, should they discontinue doing so, have their mandates changed or reduced or be disbanded or reorganized by the government, it would significantly reduce our access to debt capital and adversely affect our ability to finance or refinance existing indebtedness at competitive rates and it may adversely affect our ability to sell assets. Uncertainty in the future activity and involvement of Fannie Mae and Freddie Mac as a source of financing could negatively impact our ability to make acquisitions and make it more difficult or not possible for us to sell properties or may adversely affect the price we receive for properties that we do sell, as prospective buyers may experience increased costs of debt financing or difficulties in obtaining debt financing.

The Soundness of Financial Institutions Could Adversely Affect Us. We have relationships with many financial institutions, including lenders under our credit facilities, and, from time to time, we execute transactions with counterparties in the financial services industry. As a result, defaults by, or even rumors or questions about, financial institutions or the financial services industry generally, could result in losses or defaults by these institutions. In the event that the volatility of the financial markets adversely affects these financial institutions or counterparties, we or other parties to the transactions with us may be unable to complete transactions as intended, which could adversely affect our business and results of operations.

Changing Interest Rates Could Increase Interest Costs and Adversely Affect Our Cash Flow and the Market Price of Our Securities. We currently have, and expect to incur in the future, interest-bearing debt at rates that vary with market interest rates. As of December 31, 2015, UDR had approximately \$610.4 million of variable rate indebtedness outstanding, which constitutes approximately 17.0% of total outstanding indebtedness as of such date. As of December 31, 2015, the Operating Partnership had approximately \$197.2 million of variable rate

indebtedness outstanding, which constitutes approximately 41.2% of total outstanding indebtedness to third parties as of such date. An increase in interest rates would increase our interest expenses and increase the costs of refinancing existing indebtedness and of issuing new debt. Accordingly, higher interest rates could adversely affect cash flow and our ability to service our debt and to make distributions to security holders. The effect of prolonged interest rate increases could negatively impact our ability to make acquisitions and develop properties. In addition, an increase in market interest rates may lead our security holders to demand a higher annual yield, which could adversely affect the market price of UDR's common and preferred stock and debt securities.

Interest Rate Hedging Contracts May Be Ineffective and May Result in Material Charges. From time to time when we anticipate issuing debt securities, we may seek to limit our exposure to fluctuations in interest rates during the period prior to the pricing of the securities by entering into interest rate hedging contracts. We may do this to increase the predictability of our financing costs. Also, from time to time we may rely on interest rate hedging contracts to limit our exposure under variable rate debt to unfavorable changes in market interest rates. If the terms of new debt securities are not within the parameters of, or market interest rates fall below that which we incur under a particular interest rate hedging contract, the contract is ineffective. Furthermore, the settlement of interest rate hedging contracts has involved and may in the future involve material charges. In addition, our use of interest rate hedging arrangements may expose us to additional risks, including a risk that a counterparty to a hedging arrangement may fail to honor its obligations. Developing an effective interest rate risk strategy is complex and no strategy can completely insulate us from risks associated with interest rate fluctuations. There can be no assurance that our hedging activities will have the desired beneficial impact on our results of operations or financial condition. Termination of these hedging agreements typically involves costs, such as transaction fees or breakage costs.

Risks Related to Tax Laws

We Would Incur Adverse Tax Consequences if UDR Failed to Qualify as a REIT. UDR has elected to be taxed as a REIT under the Code. Our qualification as a REIT requires us to satisfy numerous requirements, some on an annual and quarterly basis, established under highly technical and complex Code provisions for which there are only limited judicial or administrative interpretations, and involves the determination of various factual matters and circumstances not entirely within our control. We intend that our current organization and method of operation enable us to continue to qualify as a REIT, but we may not so qualify or we may not be able to remain so qualified in the future. In addition, U.S. federal income tax laws governing REITs and other corporations and the administrative interpretations of those laws may be amended at any time, potentially with retroactive effect. Future legislation, new regulations, administrative interpretations or court decisions could adversely affect our ability to qualify as a REIT or adversely affect UDR's stockholders.

If we fail to qualify as a REIT in any taxable year, we would be subject to federal income tax (including any applicable alternative minimum tax) on our taxable income at regular corporate rates, and would not be allowed to deduct dividends paid to UDR's stockholders in computing our taxable income. Also, unless the Internal Revenue Service granted us relief under certain statutory provisions, we could not re-elect REIT status until the fifth calendar year after the year in which we first failed to qualify as a REIT. The additional tax liability from the failure to qualify as a REIT would reduce or eliminate the amount of cash available for investment or distribution to UDR's stockholders. This would likely have a significant adverse effect on the value of our securities and our ability to raise additional capital. In addition, we would no longer be required to make distributions to UDR's stockholders. Even if we continue to qualify as a REIT, we will continue to be subject to certain federal, state and local taxes on our income and property.

Certain of our subsidiaries have also elected to be taxed as REITs under the Code, and are therefore subject to the same risks in the event that any such subsidiary fails to qualify as a REIT in any taxable year.

Dividends Paid By REITs Generally Do Not Qualify for Reduced Tax Rates. In general, the maximum U.S. federal income tax rate for dividends paid to individual U.S. stockholders is 20%. Unlike dividends received from a corporation that is not a REIT, our distributions to individual stockholders generally are not eligible for the reduced rates.

UDR May Conduct a Portion of Our Business Through Taxable REIT Subsidiaries, Which are Subject to Certain Tax Risks. We have established several taxable REIT subsidiaries. Despite UDR's qualification as a REIT, its taxable REIT subsidiaries must pay income tax on their taxable income. In addition, we must comply with various tests to continue to qualify as a REIT for federal income tax purposes, and our income from and investments in our taxable REIT subsidiaries generally do not constitute permissible income and investments for these tests. While we will attempt to ensure that our dealings with our

taxable REIT subsidiaries will not adversely affect our REIT qualification, we cannot provide assurance that we will successfully achieve that result. Furthermore, we may be subject to a 100% penalty tax, we may jeopardize our ability to retain future gains on real property sales, or our taxable REIT subsidiaries may be denied deductions, to the extent our dealings with our taxable REIT subsidiaries are not deemed to be arm's length in nature or are otherwise not respected.

REIT Distribution Requirements Limit Our Available Cash. As a REIT, UDR is subject to annual distribution requirements, which limit the amount of cash we retain for other business purposes, including amounts to fund our growth. We generally must distribute annually at least 90% of our net REIT taxable income, excluding any net capital gain, in order for our distributed earnings not to be subject to corporate income tax. We intend to make distributions to UDR's stockholders to comply with the requirements of the Code. However, differences in timing between the recognition of taxable income and the actual receipt of cash could require us to sell assets or borrow funds on a short-term or long-term basis to meet the 90% distribution requirement of the Code.

Certain Property Transfers May Generate Prohibited Transaction Income, Resulting in a Penalty Tax on Gain Attributable to the Transaction. From time to time, we may transfer or otherwise dispose of some of our properties. Under the Code, any gain resulting from transfers of properties that we hold as inventory or primarily for sale to customers in the ordinary course of business would be treated as income from a prohibited transaction and subject to a 100% penalty tax. Since we acquire properties for investment purposes, we do not believe that our occasional transfers or disposals of property are prohibited transactions. However, whether property is held for investment purposes is a question of fact that depends on all the facts and circumstances surrounding the particular transaction. The Internal Revenue Service may contend that certain transfers or disposals of properties by us are prohibited transactions. If the Internal Revenue Service were to argue successfully that a transfer or disposition of property constituted a prohibited transaction, then we would be required to pay a 100% penalty tax on any gain allocable to us from the prohibited transaction and we may jeopardize our ability to retain future gains on real property sales. In addition, income from a prohibited transaction might adversely affect UDR's ability to satisfy the income tests for qualification as a REIT for federal income tax purposes.

We Could Face Possible State and Local Tax Audits and Adverse Changes in State and Local Tax Laws. As discussed in the risk factors above, because UDR is organized and qualifies as a REIT, it is generally not subject to federal income taxes, but it is subject to certain state and local taxes. From time to time, changes in state and local tax laws or regulations are enacted, which may result in an increase in our tax liability. A shortfall in tax revenues for states and municipalities in which we own apartment communities may lead to an increase in the frequency and size of such changes. If such changes occur, we may be required to pay additional state and local taxes. These increased tax costs could adversely affect our financial condition and the amount of cash available for the payment of distributions to UDR's stockholders. In the normal course of business, entities through which we own real estate may also become subject to tax audits. If such entities become subject to state or local tax audits, the ultimate result of such audits could have an adverse effect on our financial condition.

The Operating Partnership and the DownREIT Partnership Intend to Qualify as Partnerships, But Cannot Guarantee That They Will Qualify. The Operating Partnership and the DownREIT Partnership intend to qualify as partnerships for federal income tax purposes, and intend to take that position for all income tax reporting purposes. If classified as partnerships, the Operating Partnership and the DownREIT Partnership generally will not be taxable entities and will not incur federal income tax liability. However, the Operating Partnership and the DownREIT Partnership would be treated as corporations for federal income tax purposes if they were "publicly traded partnerships," unless at least 90% of their income was qualifying income as defined in the Code. A "publicly traded partnership" is a partnership whose partnership interests are traded on an established securities market or are readily tradable on a secondary market (or the substantial equivalent thereof). Although neither the Operating Partnership's nor the DownREIT Partnership's partnership units are traded on an established securities market, because of the redemption rights of their limited partners, the Operating Partnership's and DownREIT Partnership's units held by limited partners could be viewed as readily tradable on a secondary market (or the substantial equivalent thereof), and the Operating Partnership and the DownREIT Partnership may not qualify for one of the "safe harbors" under the applicable tax regulations. Qualifying income for the 90% test generally includes passive income, such as real property rents, dividends and interest. The income requirements applicable to REITs and the definition of qualifying income for purposes of this 90% test are similar in most respects. The Operating Partnership and the DownREIT Partnership may not meet this qualifying income test. If the Operating Partnership or the DownREIT Partnership were to be taxed as a corporation, they would incur substantial tax liabilities, and UDR would then fail to qualify as a REIT for tax purposes, unless it qualified for relief under certain statutory savings provisions, and our ability to raise additional capital would be impaired.

Qualifying as a REIT Involves Highly Technical and Complex Provisions of the Code. Our qualification as a REIT involves the application of highly technical and complex Code provisions for which only limited judicial and administrative authorities exist. Even a technical or inadvertent violation could jeopardize our REIT qualification. Moreover, new legislation, court decisions or administrative guidance, in each case possibly with retroactive effect, may make it more difficult or

impossible for us to qualify as a REIT. Our qualification as a REIT will depend on our satisfaction of certain asset, income, organizational, distribution, shareholder ownership and other requirements on a continuing basis. Our ability to satisfy the REIT income and asset tests depends upon our analysis of the characterization and fair market values of our assets, some of which are not susceptible to a precise determination and for which we will not obtain independent appraisals, and upon our ability to successfully manage the composition of our income and assets on an ongoing basis. In addition, our ability to satisfy the requirements to qualify as a REIT depends in part on the actions of third parties over which we have no control or only limited influence, including in cases where we own an equity interest in an entity that is classified as a partnership for U.S. federal income tax purposes.

Risks Related to Our Organization and Ownership of UDR's Stock

Changes in Market Conditions and Volatility of Stock Prices Could Adversely Affect the Market Price of UDR's Common Stock. The stock markets, including the New York Stock Exchange ("NYSE"), on which we list UDR's common stock, have experienced significant price and volume fluctuations. As a result, the market price of UDR's common stock could be similarly volatile, and investors in UDR's common stock may experience a decrease in the value of their shares, including decreases unrelated to our operating performance or prospects. In addition to the risks listed in this "Risk Factors" section, a number of factors could negatively affect the price per share of UDR's common stock, including:

- general market and economic conditions;

- actual or anticipated variations in UDR's quarterly operating results or dividends or UDR's payment of dividends in shares of UDR's stock;

- changes in our funds from operations or earnings estimates;

- difficulties or inability to access capital or extend or refinance existing debt;

- decreasing (or uncertainty in) real estate valuations;
- changes in market valuations of similar companies;
- publication of research reports about us or the real estate industry;
- the general reputation of real estate investment trusts and the attractiveness of their equity securities in comparison to other equity securities (including securities issued by other real estate companies);
- general stock and bond market conditions, including changes in interest rates on fixed income securities, that may lead prospective purchasers of UDR's stock to demand a higher annual yield from future dividends;
- a change in analyst ratings;
- additions or departures of key management personnel;
- adverse market reaction to any additional debt we incur in the future;
- speculation in the press or investment community;
- terrorist activity which may adversely affect the markets in which UDR's securities trade, possibly increasing market volatility and causing the further erosion of business and consumer confidence and spending;
- failure to qualify as a REIT;

- strategic decisions by us or by our competitors, such as acquisitions, divestments, spin-offs, joint ventures, strategic investments or changes in business strategy;
- failure to satisfy listing requirements of the NYSE;
- governmental regulatory action and changes in tax laws; and
- the issuance of additional shares of UDR's common stock, or the perception that such sales might occur, including under UDR's at-the-market equity distribution program.

Many of the factors listed above are beyond our control. These factors may cause the market price of shares of UDR's common stock to decline, regardless of our financial condition, results of operations, business or our prospects.

We May Change the Dividend Policy for UDR's Common Stock in the Future. The decision to declare and pay dividends on UDR's common stock, as well as the timing, amount and composition of any such future dividends, will be at the sole discretion of our board of directors and will depend on our earnings, funds from operations, liquidity, financial condition, capital requirements, contractual prohibitions or other limitations under our indebtedness, the annual distribution requirements under the REIT provisions of the Code, state law and such other factors as our board of directors considers relevant. Any change in our dividend policy could have a material adverse effect on the market price of UDR's common stock.

Maryland Law May Limit the Ability of a Third Party to Acquire Control of Us, Which May Not be in UDR's Stockholders' Best Interests. Maryland business statutes may limit the ability of a third party to acquire control of us. As a Maryland corporation, we are subject to various Maryland laws which may have the effect of discouraging offers to acquire our Company and of increasing the difficulty of consummating any such offers, even if our acquisition would be in UDR's stockholders' best interests. The Maryland General Corporation Law restricts mergers and other business combination transactions between us and any person who acquires beneficial ownership of shares of UDR's stock representing 10% or more of the voting power without our board of directors' prior approval. Any such business combination transaction could not be completed until five years after the person acquired such voting power, and generally only with the approval of stockholders representing 80% of all votes entitled to be cast and 66 2/3 % of the votes entitled to be cast, excluding the interested stockholder, or upon payment of a fair price. Maryland law also provides generally that a person who acquires shares of our equity stock that represents 10% (and certain higher levels) of the voting power in electing directors will have no voting rights unless approved by a vote of two-thirds of the shares eligible to vote.

Limitations on Share Ownership and Limitations on the Ability of UDR's Stockholders to Effect a Change in Control of Our Company Restricts the Transferability of UDR's Stock and May Prevent Takeovers That are Beneficial to UDR's Stockholders. One of the requirements for maintenance of our qualification as a REIT for U.S. federal income tax purposes is that no more than 50% in value of our outstanding capital stock may be owned by five or fewer individuals, including entities specified in the Code, during the last half of any taxable year. Our charter contains ownership and transfer restrictions relating to UDR's stock primarily to assist us in complying with this and other REIT ownership requirements; however, the restrictions may have the effect of preventing a change of control, which does not threaten REIT status. These restrictions include a provision that generally limits ownership by any person of more than 9.9% of the value of our outstanding equity stock, unless our board of directors exempts the person from such ownership limitation, provided that any such exemption shall not allow the

person to exceed 13% of the value of our outstanding equity stock. Absent such an exemption from our board of directors, the transfer of UDR's stock to any person in excess of the applicable ownership limit, or any transfer of shares of such stock in violation of the ownership requirements of the Code for REITs, will be considered null and void, and the intended transferee of such stock will acquire no rights in such shares. These provisions of our charter may have the effect of delaying, deferring or preventing someone from taking control of us, even though a change of control might involve a premium price for UDR's stockholders or might otherwise be in UDR's stockholders' best interests.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 2. PROPERTIES

At December 31, 2015, our consolidated apartment portfolio included 133 communities located in 18 markets, with a total of 40,728 completed apartment homes.

The tables below set forth a summary of real estate portfolio by geographic market of the Company and of the Operating Partnership at December 31, 2015.

SUMMARY OF REAL ESTATE PORTFOLIO BY GEOGRAPHIC MARKET AT DECEMBER 31, 2015

UDR, INC.

	Number of Apartment Communities	Number of Apartment Homes	Percentage of Carrying Value	Gross Amount (in thousands)	Encumbrances (in thousands)	Cost per Home	Average Physical Occupancy	Average Home Size (in square feet)
WEST REGION								
Orange County, CA	13	4,814	12.3%	\$ 1,132,589	\$ 177,005	\$ 235,270	95.3%	837
San Francisco, CA	11	2,751	9.1%	834,068	66,310	303,187	96.5%	830
Seattle, WA	11	2,085	6.3%	583,077	57,525	279,653	96.7%	854
Los Angeles, CA	4	1,225	4.8%	442,905	110,778	361,555	95.5%	967
Monterey Peninsula, CA	7	1,565	1.8%	164,948	—	105,398	97.0%	728
Other Southern California	3	756	1.3%	123,486	55,263	163,341	96.2%	934
Portland, OR	2	476	0.5%	46,902	—	98,534	97.5%	903
MID-ATLANTIC REGION								
Metropolitan D.C.	22	8,402	22.9%	2,108,521	407,067	250,955	94.6%	908

Baltimore, MD	10	2,122	3.1%	287,435	65,778	135,455	96.7%	952
Richmond, VA	4	1,358	1.5%	141,228	34,567	103,997	96.1%	1,018
SOUTHEAST REGION								
Orlando, FL	9	2,500	2.3%	211,624	62,383	84,650	96.9%	946
Nashville, TN	8	2,260	2.1%	196,023	38,481	86,736	97.4%	933
Tampa, FL	7	2,287	2.6%	240,220	30,943	105,037	97.0%	982
Other Florida	1	636	0.8%	82,192	39,179	129,233	96.6%	1,130
NORTHEAST REGION								
New York, NY	4	1,945	14.1%	1,293,394	—	664,984	97.4%	742
Boston, MA	5	1,548	6.1%	544,000	77,066	351,421	85.5%	1,042
SOUTHWEST REGION								
Dallas, TX	8	2,725	3.2%	297,126	112,095	109,037	96.9%	851
Austin, TX	4	1,273	1.6%	150,319	36,299	118,083	97.2%	913
Total Operating Communities	133	40,728	96.4%	8,880,057	1,370,739	\$ 218,033	95.7%	898
Real Estate Under Development (a)	—	—	1.4%	124,072	—	—	—	—
Land	—	—	1.0%	80,620	—	—	—	—
Held for Disposition	—	—	0.2%	12,606	—	—	—	—
Other	—	—	1.0%	92,921	11,755	—	—	—
Total Real Estate Owned	133	40,728	100.0%	\$ 9,190,276	\$ 1,382,494	—	—	—

(a) As of December 31, 2015, the Company was developing one wholly-owned community with 516 apartment homes, which has not been completed.

	Number of Apartment Communities	Number of Apartment Homes	Percentage of Carrying Value	Gross Amount (in thousands)	Encumbrances (in thousands)	Cost per Home	Average Physical Occupancy	Average Home Size (in square feet)
WEST REGION								
Orange County, CA	8	3,499	20.7%	\$ 751,329	\$ 177,005	\$ 214,727	95.6%	806
San Francisco, CA	9	2,209	15.8%	574,853	66,310	260,232	96.5%	817
Seattle, WA	5	932	5.9%	215,883	22,591	231,634	97.2%	874
Los Angeles, CA	2	344	3.0%	108,828	43,078	316,360	96.4%	976
Monterey Peninsula, CA	7	1,565	4.5%	164,948	—	105,398	97.0%	728
Other Southern California	2	516	2.5%	91,262	55,262	176,864	95.8%	951
Portland, OR	2	476	1.3%	46,902	—	98,534	97.5%	903
MID-ATLANTIC REGION								
Metropolitan D.C.	6	2,068	15.1%	549,110	32,037	265,527	92.7%	898
Baltimore, MD	4	732	3.5%	127,840	42,701	174,645	96.3%	1,074
SOUTHEAST REGION								
Nashville, TN	6	1,612	3.8%	137,495	—	85,295	97.5%	925
Tampa, FL	2	942	2.8%	102,100	—	108,386	97.0%	1,043
Other Florida	1	636	2.2%	82,192	39,179	129,233	96.6%	1,130
NORTHEAST REGION								
New York, NY	2	996	16.6%	601,147	—	603,561	97.9%	690
Boston, MA	1	387	1.9%	68,495	—	176,990	96.4%	1,069
Total Operating Communities	57	16,914	99.6%	3,622,384	478,163	\$ 214,165	96.2%	873
Other	—	—	0.4%	8,521	—			
Total Real Estate Owned	57	16,914	100.0%	\$ 3,630,905	\$ 478,163			

Item 3. LEGAL PROCEEDINGS

We are subject to various legal proceedings and claims arising in the ordinary course of business. We cannot determine the ultimate liability with respect to such legal proceedings and claims at this time. We believe that such liability, to the extent not provided for through insurance or otherwise, will not have a material adverse effect on our financial condition, results of operations or cash flow.

Item 4. MINE SAFETY DISCLOSURES

Not Applicable.

PART II

5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

UDR, Inc.:

Common Stock

UDR, Inc.'s common stock has been listed on the New York Stock Exchange, or "NYSE", under the symbol "UDR" since May 7, 1990. The following tables set forth the quarterly high and low sale prices per common share reported on the NYSE for each quarter of the last two fiscal years. Distribution information for common stock reflects distributions declared per share for each calendar quarter and paid at the end of the following month.

	2015			2014		
	High	Low	Distributions Declared	High	Low	Distributions Declared
Quarter ended March 31,	\$ 35.22	\$ 31.37	\$ 0.2775	\$ 26.63	\$ 23.27	\$ 0.2600
Quarter ended June 30,	\$ 34.17	\$ 31.62	\$ 0.2775	\$ 28.64	\$ 25.28	\$ 0.2600
Quarter ended September 30,	\$ 35.67	\$ 31.14	\$ 0.2775	\$ 30.30	\$ 27.18	\$ 0.2600
Quarter ended December 31,	\$ 37.89	\$ 33.77	\$ 0.2775	\$ 31.74	\$ 27.27	\$ 0.2600

On February 22, 2016, the closing sale price of our common stock was \$34.40 per share on the NYSE, and there were 4,149 holders of record of the 262,132,787 outstanding shares of our common stock.

We have determined that, for federal income tax purposes, approximately 55% of the distributions for 2015 represented ordinary income, 30% represented long-term capital gain, and 15% represented unrecaptured section 1250 gain.

UDR pays regular quarterly distributions to holders of its common stock. Future distributions will be at the discretion of our Board of Directors and will depend on our actual funds from operations, financial condition and capital requirements, the annual distribution requirements under the REIT provisions of the Code, and other factors.

Series E Preferred Stock

The Series E Cumulative Convertible Preferred Stock ("Series E") has no stated par value and a liquidation preference of \$16.61 per share. Subject to certain adjustments and conditions, each share of the Series E is convertible at any time and from time to time at the holder's option into 1.083 shares of our common stock. The holders of the Series E are entitled to vote on an as-converted basis as a single class in combination with the holders of common stock at any meeting of our stockholders for the election of directors or for any other purpose on which the holders of common stock are entitled to vote. The Series E has no stated maturity and is not subject to any sinking fund or any mandatory redemption. In connection with a special dividend (declared on November 5, 2008), the Company reserved for issuance upon

conversion of the Series E additional shares of common stock to which a holder of the Series E would have received if the holder had converted the Series E immediately prior to the record date for this special dividend.

Distributions declared on the Series E for the years ended December 31, 2015 and 2014 were \$1.33 per share or \$0.3322 per quarter. The Series E is not listed on any exchange. At December 31, 2015, a total of 2,796,903 shares of the Series E were outstanding.

Series F Preferred Stock

We are authorized to issue up to 20,000,000 shares of our Series F Preferred Stock ("Series F"). The Series F may be purchased by holders of our Operating Partnership Units, or OP Units, described below under "Operating Partnership Units," at a purchase price of \$0.0001 per share. OP unitholders are entitled to subscribe for and purchase one share of the Series F for each OP Unit held. In connection with the acquisition of properties from Home OP and the formation of the DownREIT Partnership in October 2015, we issued 13,988,313 Series F shares at \$0.0001 per share to former limited partners of the Home OP, which had the right to subscribe for one share of Series F for each DownREIT Unit issued in connection with the acquisitions.

As of December 31, 2015, a total of 16,452,496 shares of the Series F were outstanding. Holders of the Series F are entitled to one vote for each share of the Series F they hold, voting together with the holders of our common stock, on each

matter submitted to a vote of security holders at a meeting of our stockholders. The Series F does not entitle its holders to any other rights, privileges or preferences.

Distribution Reinvestment and Stock Purchase Plan

We have a Distribution Reinvestment and Stock Purchase Plan under which holders of our common stock may elect to automatically reinvest their distributions and make additional cash payments to acquire additional shares of our common stock. Stockholders who do not participate in the plan continue to receive distributions as and when declared. As of February 22, 2016, there were approximately 2,186 participants in the plan.

United Dominion Realty, L.P.:

Operating Partnership Units

There is no established public trading market for United Dominion Realty, L.P.'s Operating Partnership Units. From time to time we issue shares of our common stock in exchange for OP Units tendered to the Operating Partnership for redemption in accordance with the provisions of the Operating Partnership's limited partnership agreement. At December 31, 2015, there were 183,278,698 OP Units outstanding in the Operating Partnership, of which 174,225,399 OP Units or 95.1% were owned by UDR and affiliated entities and 9,053,299 OP Units or 4.9% were owned by non-affiliated limited partners. Under the terms of the Operating Partnership's limited partnership agreement, the holders of OP Units have the right to require the Operating Partnership to redeem all or a portion of the OP Units held by the holder in exchange for a cash payment based on the market value of our common stock at the time of redemption. However, the Operating Partnership's obligation to pay the cash amount is subject to the prior right of the Company to acquire such OP Units in exchange for either the cash amount or the number of shares of our common stock equal to the number of OP Units being redeemed. During 2015, we issued a total of 112,174 shares of common stock upon redemption of OP Units.

Purchases of Equity Securities

In February 2006, UDR's Board of Directors authorized a 10,000,000 share repurchase program. In January 2008, UDR's Board of Directors authorized a new 15,000,000 share repurchase program. Under the two share repurchase programs, UDR may repurchase shares of our common stock in open market purchases, block purchases, privately negotiated transactions or otherwise. As reflected in the table below, no shares of common stock were repurchased under these programs during the quarter ended December 31, 2015.

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (a)
Beginning Balance	9,967,490	\$ 22.00	9,967,490	15,032,510
October 1, 2015 through October 31, 2015	—	—	—	15,032,510
November 1, 2015 through November 30, 2015	—	—	—	15,032,510
December 1, 2015 through December 31, 2015	—	—	—	15,032,510
Balance as of December 31, 2015	9,967,490	\$ 22.00	9,967,490	15,032,510

- (a) This number reflects the amount of shares that were available for purchase under our 10,000,000 share repurchase program authorized in February 2006 and our 15,000,000 share repurchase program authorized in January 2008.

During the three months ended December 31, 2015, certain of our employees surrendered shares of common stock owned by them to satisfy their statutory minimum federal and state tax obligations associated with the vesting of restricted shares of common stock issued under our 1999 Long-Term Incentive Plan (the “LTIP”). The following table summarizes all of these repurchases during the three months ended December 31, 2015.

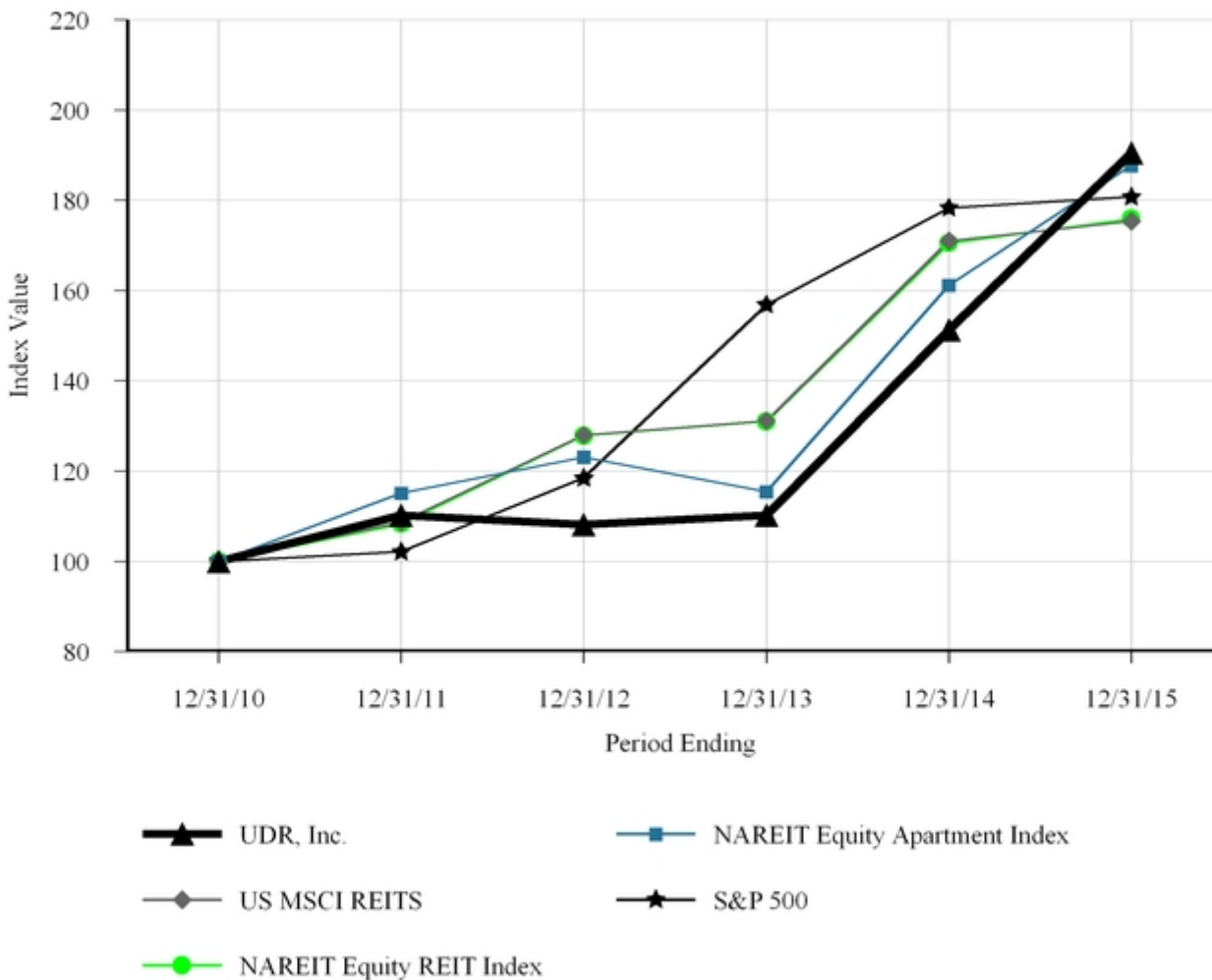
Period	Total Number of Shares Purchased	Average Price Paid per Share(a)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
October 1, 2015 through October 31, 2015	—	\$ —	N/A	N/A
November 1, 2015 through November 30, 2015	—	—	N/A	N/A
December 1, 2015 through December 31, 2015	174,291	33.73	N/A	N/A
Total	174,291	\$ 33.73		

- (a) The price paid per share is based on the closing price of our common stock as of the date of the determination of the statutory minimum for federal and state tax obligations.

Comparison of Five-year Cumulative Total Returns

The following graph compares the five-year cumulative total returns for UDR common stock with the comparable cumulative return of the NAREIT Equity REIT Index, Standard & Poor's 500 Stock Index, the NAREIT Equity Apartment Index and the MSCI US REIT Index. The graph assumes that \$100 was invested on December 31, 2010, in each of our common stock and the indices presented. Historical stock price performance is not necessarily indicative of future stock price performance. The comparison assumes that all dividends are reinvested.

Total Return Performance



Period Ending

<i>Index</i>	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
UDR, Inc.	100.00	110.23	108.10	110.24	151.22	190.48
NAREIT Equity Apartment Index	100.00	115.10	123.08	115.45	161.20	187.72
US MSCI REITS	100.00	108.69	128.00	131.17	171.01	175.32
S&P 500	100.00	102.11	118.45	156.82	178.28	180.75
NAREIT Equity REIT Index	100.00	108.29	127.85	131.01	170.49	175.94

The performance graph and the related chart and text, are being furnished solely to accompany this Annual Report on Form 10-K pursuant to Item 201(e) of Regulation S-K, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of ours, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 6. SELECTED FINANCIAL DATA

The following tables set forth selected consolidated financial and other information of UDR, Inc. and of the Operating Partnership as of and for each of the years in the five-year period ended December 31, 2015. The table should be read in conjunction with each of UDR, Inc.'s and the Operating Partnership's respective consolidated financial statements and the notes thereto, and Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, included elsewhere in this Report.

UDR, Inc.						
Year Ended December 31,						
(In thousands, except per share data						
and apartment homes owned)						
	2015	2014	2013	2012	2011	
OPERATING DATA:						
Rental income	\$ 871,928	\$ 805,002	\$ 746,484	\$ 704,701	\$ 613,689	
Income/(loss) from continuing operations	105,482	16,260	2,340	(46,305)	(126,869)	
Income/(loss) from discontinued operations, net of tax	—	10	43,942	266,608	147,454	
Net income/(loss)	357,159	159,842	46,282	220,303	20,585	
Distributions to preferred stockholders	3,722	3,724	3,724	6,010	9,311	
Net income/(loss) attributable to common stockholders	336,661	150,610	41,088	203,376	10,537	
Common distributions declared	289,500	263,503	235,721	215,654	165,590	

Income/(loss) per weighted average common share — basic:					
Income/(loss) from continuing operations attributable to common stockholders	\$ 1.30	\$ 0.60	\$ (0.01)	\$ (0.22)	\$ (0.65)
Income/(loss) from discontinued operations attributable to common stockholders	—	—	0.17	1.07	0.71
Net income/(loss) attributable to common stockholders	\$ 1.30	\$ 0.60	\$ 0.16	\$ 0.85	\$ 0.05
Income/(loss) per weighted average common share — diluted:					
Income/(loss) from continuing operations attributable to common stockholders	\$ 1.29	\$ 0.59	\$ (0.01)	\$ (0.22)	\$ (0.65)
Income/(loss) from discontinued operations attributable to common stockholders	—	—	0.17	1.07	0.71
Net income/(loss) attributable to common stockholders	\$ 1.29	\$ 0.59	\$ 0.16	\$ 0.85	\$ 0.05
Weighted average number of Common Shares outstanding — basic	258,669	251,528	249,969	238,851	201,294
Weighted average number of Common Shares outstanding — diluted	263,752	253,445	249,969	238,851	201,294
Weighted average number of Common Shares outstanding, OP Units/DownREIT Units and Common Stock equivalents outstanding — diluted	276,699	265,728	263,926	252,659	214,086
Common distributions declared	\$ 1.11	\$ 1.04	\$ 0.94	\$ 0.88	\$ 0.80
Balance Sheet Data:					
Real estate owned, at cost (a)	\$ 9,190,276	\$ 8,383,259	\$ 8,207,977	\$ 8,055,828	\$ 8,074,471
Accumulated depreciation (a)	2,646,874	2,434,772	2,208,794	1,924,682	1,831,727
Total real estate owned, net of accumulated depreciation (a)	6,543,402	5,948,487	5,999,183	6,131,146	6,242,744
Total assets (c)	7,663,844	6,828,728	6,787,342	6,839,637	6,669,656
Secured debt, net (a) (c)	1,376,945	1,354,321	1,432,186	1,420,028	1,877,933
Unsecured debt, net (c)	2,193,850	2,210,978	2,071,137	1,969,839	2,017,839
Total debt, net (c)	3,570,795	3,565,299	3,503,323	3,389,867	3,895,772
Total stockholders' equity	\$ 2,899,755	\$ 2,735,097	\$ 2,811,648	\$ 2,992,916	\$ 2,314,050
Number of Common Shares outstanding	261,845	255,115	250,750	250,139	219,650

UDR, Inc.
Year Ended December 31,
(In thousands, except per share data
and apartment homes owned)

	2015	2014	2013	2012	2011
OPERATING DATA (continued):					
Other Data (a)					
Total consolidated apartment homes owned (at end of year)	40,728	39,851	41,250	41,571	47,343
Weighted average number of consolidated apartment homes owned during the year	39,501	40,644	41,392	42,747	48,531
Cash Flow Data:					
Cash provided by/(used in) operating activities	\$ 431,615	\$ 392,360	\$ 339,902	\$ 327,187	\$ 251,411
Cash provided by/(used in) investing activities	(238,449)	(293,660)	(123,209)	(211,582)	(1,054,683)
Cash provided by/(used in) financing activities	(201,648)	(113,725)	(198,559)	(115,993)	806,289
Funds from Operations (b):					
Funds from operations — basic	\$ 455,565	\$ 411,702	\$ 376,778	\$ 350,628	\$ 269,856
Funds from operations — diluted	459,287	415,426	380,502	354,532	273,580

(a) Includes amounts classified as Held for Sale, where applicable.

(b) Funds from operations, or FFO, is defined as net income attributable to common stockholders (computed in accordance with generally accepted accounting principles, or “GAAP”), excluding impairment write-downs of depreciable real estate or of investments in non-consolidated investees that are driven by measurable decreases in the fair value of depreciable real estate held by the investee, gains (or losses) from sales of depreciable property, plus real estate depreciation and amortization, and after adjustments for noncontrolling interests, unconsolidated partnerships and joint ventures. This definition conforms with the National Association of Real Estate Investment Trust’s definition issued in April 2002. We consider FFO a useful metric for investors as we use FFO in evaluating property acquisitions and our operating performance, and believe that FFO should be considered along with, but not as an alternative to, net income and cash flows as a measure of our activities in accordance with GAAP. FFO does not represent cash generated from operating activities in accordance with GAAP and is not necessarily indicative of funds available to fund our cash needs.

Activities of our TRS include development and land entitlement. From time to time, we develop and subsequently sell a TRS property which results in a short-term use of funds that produces a profit that differs from the traditional long-term investment in real estate for REITs. We believe that the inclusion of these TRS gains in FFO is consistent with the standards established by NAREIT as the short-term investment is incidental to our main business. TRS gains on sales, net of taxes, are defined as net sales proceeds less a tax provision and the gross investment basis of the asset before accumulated depreciation.

See “Funds from Operations” in Item 7. Management Discussion and Analysis of Financial Condition and Results of Operations for a reconciliation of FFO and *Net income/(loss) attributable to common stockholders*.

- (c) The Company elected to early adopt Financial Accounting Standards Board (the “FASB”) Accounting Standards Updates (“ASU”) 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, and ASU 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements*, during the fourth quarter of 2015. See Note 2, *Significant Accounting Policies*, in the Notes to the UDR, Inc. Consolidated Financial Statements included in this Report for a complete description of the ASUs and their impact.

Under the ASUs, deferred financing costs related to debt are treated as offsets to the debt instead of assets while deferred financing costs related to our credit facilities will continue to be treated as assets. As a result of adopting the ASUs, the following retrospective changes were made to the above table:

	2014	2013	2012	2011
Total assets - as previously reported	\$ 6,846,534	\$ 6,807,722	\$ 6,859,103	\$ 6,692,254
Deferred financing costs related to secured debt	(7,208)	(9,891)	(10,107)	(13,620)
Deferred financing costs related to unsecured debt	(10,598)	(10,489)	(9,359)	(8,978)
Total assets - as presented above	\$ 6,828,728	\$ 6,787,342	\$ 6,839,637	\$ 6,669,656
Secured debt - as previously reported	\$ 1,361,529	\$ 1,442,077	\$ 1,430,135	\$ 1,891,553
Deferred financing costs related to secured debt	(7,208)	(9,891)	(10,107)	(13,620)
Secured debt, net - as presented above	\$ 1,354,321	\$ 1,432,186	\$ 1,420,028	\$ 1,877,933
Unsecured debt - as previously reported	\$ 2,221,576	\$ 2,081,626	\$ 1,979,198	\$ 2,026,817
Deferred financing costs related to unsecured debt	(10,598)	(10,489)	(9,359)	(8,978)
Unsecured debt, net - as presented above	\$ 2,210,978	\$ 2,071,137	\$ 1,969,839	\$ 2,017,839
Total debt - as previously reported	\$ 3,583,105	\$ 3,523,703	\$ 3,409,333	\$ 3,918,370
Deferred financing costs related to secured debt	(7,208)	(9,891)	(10,107)	(13,620)

Deferred financing costs related to unsecured debt	(10,598)	(10,489)	(9,359)	(8,978)
Total debt - as presented above	\$ 3,565,299	\$ 3,503,323	\$ 3,389,867	\$ 3,895,772

United Dominion Realty, L.P.
Year Ended December 31,
(In thousands, except per OP unit data
and apartment homes owned)

	2015	2014	2013	2012	2011
OPERATING DATA:					
Rental income	\$ 440,408	\$ 422,634	\$ 401,853	\$ 384,946	\$ 344,937
Income/(loss) from continuing operations	56,940	33,544	32,766	(13,309)	(40,744)
Income/(loss) from discontinued operations	—	—	45,176	57,643	70,973
Net income/(loss)	215,063	97,179	77,942	44,334	30,229
Net income/(loss) attributable to OP unitholders	213,301	96,227	73,376	43,982	30,159
Income/(loss) per weighted average OP Unit - basic and diluted:					
Income/(loss) from continuing operations attributable to OP unitholder	\$ 1.16	\$ 0.53	\$ 0.16	\$ (0.07)	\$ (0.22)
Income/(loss) from discontinued operations attributable to OP unitholder	—	—	0.24	0.31	0.39
Net income/(loss) attributable to OP unitholders	\$ 1.16	\$ 0.53	\$ 0.40	\$ 0.24	\$ 0.17
Weighted average number of OP Units outstanding — basic and diluted	183,279	183,279	184,196	184,281	182,448
Balance Sheet Data:					
Real estate owned, at cost (a)	\$ 3,630,905	\$ 4,238,770	\$ 4,188,480	\$ 4,182,920	\$ 4,205,298
Accumulated depreciation (a)	1,281,258	1,403,303	1,241,574	1,097,133	976,358

Total real estate owned, net of accumulated depreciation (a)	2,349,647	2,835,467	2,946,906	3,085,787	3,228,940
Total assets (b)	2,554,808	2,873,809	2,987,393	3,130,182	3,283,983
Secured debt, net (a) (b)	475,964	927,484	929,017	961,167	1,181,461
Total liabilities (b)	833,478	1,139,758	1,184,296	1,211,426	1,430,614
Total partners' capital	1,713,412	1,703,001	1,795,934	1,917,299	2,034,792
Advances to/(from) General Partner	\$ 11,270	\$ (13,624)	\$ 9,916	\$ 11,056	\$ 193,584
Number of OP units outstanding	183,279	183,279	183,279	184,281	184,281

Other Data:

Total consolidated apartment homes owned (at end of year) (a)	16,974	20,814	20,746	21,660	23,160
---	---------------	--------	--------	--------	--------

Cash Flow Data:

Cash provided by/(used in) operating activities	\$ 226,765	\$ 208,032	\$ 208,346	\$ 201,095	\$ 156,071
Cash provided by/(used in) investing activities	23,583	(46,650)	(63,954)	4,273	(226,980)
Cash provided by/(used in) financing activities	(247,747)	(162,777)	(145,299)	(203,268)	70,693

- (a) Includes amounts classified as Held for Sale, where applicable.

- (b) The Operating Partnership elected to early adopt FASB ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, and ASU 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements*, during the fourth quarter of 2015. See Note 2, *Significant Accounting Policies*, in the Notes to the Operating Partnership Consolidated Financial Statements included in this Report for a complete description of the ASUs and their impact.

Under the ASUs, deferred financing costs related to debt are treated as offsets to the debt instead of assets. As a result of adopting the ASUs, the following retrospective changes were made to the above table:

2014	2013	2012	2011
------	------	------	------

Total assets - as previously reported	\$ 2,878,284	\$ 2,993,241	\$ 3,136,254	\$ 3,292,167
Deferred financing costs related to secured debt	(4,475)	(5,848)	(6,072)	(8,184)
Total assets - as presented above	\$ 2,873,809	\$ 2,987,393	\$ 3,130,182	\$ 3,283,983
Secured debt - as previously reported	\$ 931,959	\$ 934,865	\$ 967,239	\$ 1,189,645
Deferred financing costs related to secured debt	(4,475)	(5,848)	(6,072)	(8,184)
Secured debt, net - as presented above	\$ 927,484	\$ 929,017	\$ 961,167	\$ 1,181,461
Total liabilities - as previously reported	\$ 1,144,233	\$ 1,190,144	\$ 1,217,498	\$ 1,438,798
Deferred financing costs related to secured debt	(4,475)	(5,848)	(6,072)	(8,184)
Total liabilities - as presented above	\$ 1,139,758	\$ 1,184,296	\$ 1,211,426	\$ 1,430,614

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Statements

This Report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements include, without limitation, statements concerning property acquisitions and dispositions, development activity and capital expenditures, capital raising activities, rent growth, occupancy, and rental expense growth. Words such as “expects,” “anticipates,” “intends,” “plans,” “likely,” “will,” “believes,” “seeks,” “estimates,” and variations of such words and similar expressions are intended to identify such forward-looking statements. Such statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from the results of operations or plans expressed or implied by such forward-looking statements. Such factors include, among other things, unfavorable changes in the apartment market, changing economic conditions, the impact of inflation/deflation on rental rates and property operating expenses, expectations concerning availability of capital and the stabilization of the capital markets, the impact of competition and competitive pricing, acquisitions, developments and redevelopments not achieving anticipated results, delays in completing developments, redevelopments and lease-ups on schedule, expectations on job growth, home affordability and demand/supply ratio for multifamily housing, expectations concerning development and redevelopment activities, expectations on occupancy levels, expectations concerning the joint ventures with third parties, expectations that automation will help grow net operating income, and expectations on annualized net operating income.

The following factors, among others, could cause our future results to differ materially from those expressed in the forward-looking statements:

- general economic conditions;
- unfavorable changes in the apartment market and economic conditions that could adversely affect occupancy levels and rental rates;
- the failure of acquisitions to achieve anticipated results;
- possible difficulty in selling apartment communities;
- competitive factors that may limit our ability to lease apartment homes or increase or maintain rents;
- insufficient cash flow that could affect our debt financing and create refinancing risk;
- failure to generate sufficient revenue, which could impair our debt service payments and distributions to stockholders;
- development and construction risks that may impact our profitability;
- potential damage from natural disasters, including hurricanes and other weather-related events, which could result in substantial costs to us;
- risks from extraordinary losses for which we may not have insurance or adequate reserves;
- uninsured losses due to insurance deductibles, self-insurance retention, uninsured claims or casualties, or losses in excess of applicable coverage;

- delays in completing developments and lease-ups on schedule;
- our failure to succeed in new markets;
- changing interest rates, which could increase interest costs and affect the market price of our securities;
- potential liability for environmental contamination, which could result in substantial costs to us;
- the imposition of federal taxes if we fail to qualify as a REIT under the Code in any taxable year;

- our internal controls over financial reporting may not be considered effective which could result in a loss of investor confidence in our financial reports, and in turn have an adverse effect on our stock price; and
- changes in real estate laws, tax laws and other laws affecting our business.

A discussion of these and other factors affecting our business and prospects is set forth in Part I, Item 1A. *Risk Factors*. We encourage investors to review these risk factors.

Although we believe that the assumptions underlying the forward-looking statements contained herein are reasonable, any of the assumptions could be inaccurate, and therefore such statements included in this Report may not prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by us or any other person that the results or conditions described in such statements or our objectives and plans will be achieved.

Forward-looking statements and such risks, uncertainties and other factors speak only as of the date of this Report, and we expressly disclaim any obligation or undertaking to update or revise any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based, except to the extent otherwise required by law.

The following discussion should be read in conjunction with the consolidated financial statements appearing elsewhere herein and is based primarily on the consolidated financial statements and the accompanying notes for the years ended December 31, 2015, 2014 and 2013 of each of UDR, Inc. and United Domination Realty, L.P.

UDR, Inc.:

Business Overview

We are a self-administered real estate investment trust, or REIT, that owns, acquires, renovates, develops, and manages apartment communities. We were formed in 1972 as a Virginia corporation. In June 2003, we changed our state of incorporation from Virginia to Maryland. Our subsidiaries include the Operating Partnership and the DownREIT Partnership. Unless the context otherwise requires, all references in this Report to “we,” “us,” “our,” “the Company,” or “UDR” refer collectively to UDR, Inc., its subsidiaries and its consolidated joint ventures.

At December 31, 2015, our consolidated real estate portfolio included 133 communities in 10 states plus the District of Columbia totaling 40,728 apartment homes, and our total real estate portfolio, inclusive of our unconsolidated communities, included an additional 28 communities with 6,696 apartment homes.

At December 31, 2015, the Company was developing one wholly-owned community with 516 apartment homes and four unconsolidated joint venture communities with 1,173 apartment homes, none of which have been completed. In addition, the Company was redeveloping 264 apartment homes, 11 of which have been completed, at two wholly-owned communities and was redeveloping one wholly-owned community with renovations to the building exterior, corridors, and common area amenities, with no impact to individual homes.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles (“GAAP”) requires management to use judgment in the application of accounting policies, including making estimates and assumptions. A critical accounting policy is one that is both important to our financial condition and results of operations as well as involves some degree of uncertainty. Estimates are prepared based on management’s assessment after considering all evidence available. Changes in estimates could affect our financial position or results of operations. Below is a discussion of the accounting policies that we consider critical to understanding our financial condition or results of operations where there is uncertainty or where significant judgment is required. A discussion of our significant accounting policies, including further discussion of the accounting policies described below, can be found in Note 2, *Significant Accounting Policies*, to the Notes to the UDR Consolidated Financial Statements included in this Report.

Cost Capitalization

In conformity with GAAP, we capitalize those expenditures that materially enhance the value of an existing asset or substantially extend the useful life of an existing asset. Expenditures necessary to maintain an existing property in ordinary operating condition are expensed as incurred.

In addition to construction costs, we capitalize costs directly related to the predevelopment, development, and redevelopment of a capital project, which include, but are not limited to, interest, real estate taxes, insurance, and allocated development and redevelopment overhead related to support costs for personnel working on the capital projects. We use our professional judgment in determining whether such costs meet the criteria for capitalization or must be expensed as incurred. These costs are capitalized only during the period in which activities necessary to ready an asset for its intended use are in progress and such costs are incremental and identifiable to a specific activity to get the asset ready for its intended use. As each home in a capital project is completed and becomes available for lease-up, the Company ceases capitalization on the related portion. The costs capitalized are reported on the Consolidated Balance Sheets as *Total Real Estate Owned, Net of Accumulated Depreciation*. Amounts capitalized during the years ended December 31, 2015, 2014, and 2013 were \$22.4 million, \$29.2 million, and \$40.5 million, respectively.

Investment in Unconsolidated Joint Ventures

We may enter into various joint venture agreements and/or partnerships with unrelated third parties to hold or develop real estate assets. We must determine for each of these ventures whether to consolidate the entity or account for our investment under the equity method of accounting. We determine whether to consolidate a joint venture or partnership based on our rights and obligations under the venture agreement, applying the applicable accounting guidance. The application of the rules in evaluating the accounting treatment for each joint venture or partnership is complex and requires substantial management judgment. We evaluate our accounting for investments on a regular basis including when a significant change in the design of an entity occurs. Throughout our financial statements, and in this Management's Discussion and Analysis of Financial Condition and Results of Operations, we use the term "joint venture" or "partnership" when referring to investments in entities in which we do not have a 100% ownership interest.

We continually evaluate our investments in unconsolidated joint ventures when events or changes in circumstances indicate that there may be an other-than-temporary decline in value. We consider various factors to determine if a decrease in the value of the investment is other-than-temporary. These factors include, but are not limited to, age of the venture, our intent and ability to retain our investment in the entity, the financial condition and long-term prospects of the entity, and the relationships with the other joint venture partners and its lenders. The amount of loss recognized is the excess of the investment's carrying amount over its estimated fair value. If we believe that the decline in fair value is temporary, no impairment is recorded. The aforementioned factors are taken as a whole by management in determining the valuation of our investment property. Should the actual results differ from management's judgment, the valuation could be negatively affected and may result in a negative impact to our Consolidated Financial Statements.

Impairment of Long-Lived Assets

We record impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by the future operation and disposition of those assets are less than the net book value of those assets. Our cash flow estimates are based upon historical results adjusted to reflect our best estimate of future market and operating conditions and our estimated holding periods. The net book value of impaired assets is reduced to fair market value. Our estimates of fair market value represent our best estimate based primarily upon unobservable inputs (defined as Level 3 inputs in the fair value hierarchy) related to rental rates, operating costs, growth rates, discount rates, capitalization rates, industry trends and reference to market rates and transactions.

Real Estate Investment Properties

We purchase real estate investment properties from time to time and record the fair value to various components, such as land, buildings, and intangibles related to in-place leases, based on the fair value of each component. In making estimates of fair values for purposes of allocating purchase price, we utilize various sources, including independent appraisals, our own analysis of recently acquired and existing comparable properties in our portfolio and other market data. The fair value of buildings is determined as if the buildings were vacant upon acquisition and subsequently leased at market rental rates. As such, the determination of fair value considers the present value of all cash flows expected to be generated from the property including an initial lease-up period. We determine the fair value of in-place leases by assessing the net effective rent and remaining term of the lease relative to market terms for similar leases at acquisition. In addition, we consider the cost of acquiring similar leases, the foregone rents associated with the lease-up period, and the carrying costs associated with the lease-up period. The fair value of in-place leases is recorded and amortized as amortization expense over the remaining average contractual lease period.

REIT Status

We are a Maryland corporation that has elected to be treated for federal income tax purposes as a REIT. A REIT is a legal entity that holds interests in real estate and is required by the Code to meet a number of organizational and operational requirements, including a requirement that a REIT must distribute at least 90% of our REIT taxable income (other than our net capital gain) to our stockholders. If we were to fail to qualify as a REIT in any taxable year, we will be subject to federal and state income taxes at the regular corporate rates and may not be able to qualify as a REIT for four years. Based on the net earnings reported for the year ended December 31, 2015 in our Consolidated Statements of Operations, we would have incurred federal and state GAAP income taxes if we had failed to qualify as a REIT.

Summary of Real Estate Portfolio by Geographic Market

The following table summarizes our market information by major geographic markets as of and for the year ended December 31, 2015.

Same-Store Communities	Number of Apartment Communities	As of December 31, 2015			Year Ended December 31, 2015		
		Number of Apartment Homes	Percentage of Total Carrying Value	Total Carrying Value (in thousands)	Average Physical Occupancy	Monthly Income per Occupied Home (a)	Net Operating Income (in thousands)
West Region							
Orange County, CA	10	3,357	7.6%	\$ 690,699	95.9%	\$ 1,919	\$ 56,095
San Francisco, CA	8	1,915	5.2%	479,304	96.8%	2,909	50,032
Seattle, WA	8	1,656	4.6%	423,373	97.2%	1,843	25,547
Los Angeles, CA	4	1,225	4.8%	442,905	95.5%	2,486	25,662
Monterey Peninsula, CA	7	1,565	1.8%	164,950	97.0%	1,344	17,729
Other Southern California	3	756	1.3%	123,482	96.2%	1,636	10,339
Portland, OR	2	476	0.5%	46,902	97.5%	1,303	5,278
Mid-Atlantic Region							
Metropolitan D.C.	14	4,568	10.9%	995,225	96.6%	1,912	68,638
Baltimore, MD	10	2,122	3.1%	287,435	96.7%	1,482	25,419
Richmond, VA	4	1,358	1.5%	141,228	96.1%	1,241	14,267
Southeast Region							
Orlando, FL	9	2,500	2.3%	211,626	96.9%	1,103	21,921
Nashville, TN	8	2,260	2.1%	196,024	97.4%	1,113	20,472
Tampa, FL	7	2,287	2.7%	240,218	97.0%	1,201	20,661
Other Florida	1	636	0.9%	82,192	96.6%	1,422	6,766

Northeast Region

New York, NY	3	1,205	8.3%	756,733	97.9%	3,820	41,554
Boston, MA	4	1,179	3.8%	352,621	96.7%	2,337	22,985

Southwest Region

Dallas, TX	8	2,725	3.4%	304,198	96.9%	1,190	24,038
Austin, TX	4	1,273	1.6%	146,107	97.2%	1,345	11,729

Total/Average Same-Store Communities	114	33,063	66.4%	6,085,222	96.7%	\$ 1,721	469,132
---	-----	--------	-------	-----------	-------	----------	---------

Non Mature, Commercial Properties & Other	19	7,665	32.1%	2,968,377			123,556
--	----	-------	-------	-----------	--	--	---------

Total Real Estate Held for Investment	133	40,728	98.5%	9,053,599			592,688
--	-----	--------	-------	-----------	--	--	---------

Real Estate Under Development (b)	—	—	1.4%	124,072			(114)
--	---	---	------	---------	--	--	-------

Real Estate Held for Disposition (c)	—	—	0.1%	12,605			21,295
---	---	---	------	--------	--	--	--------

Total Real Estate Owned	133	40,728	100.0%	9,190,276			\$ 613,869
--------------------------------	-----	--------	--------	-----------	--	--	------------

Total Accumulated Depreciation				(2,646,874)			
---------------------------------------	--	--	--	-------------	--	--	--

Total Real Estate Owned, Net of Accumulated Depreciation				\$ 6,543,402			
---	--	--	--	--------------	--	--	--

- (a) Monthly Income per Occupied Home represents total monthly revenues divided by the average physical number of occupied apartment homes in our same-store portfolio.

- (b) As of December 31, 2015, the Company was developing one wholly-owned community with 516 apartment homes, none of which have been completed.

- (c) The Company had one property located in Los Angeles, CA that met the criteria to be classified as held for disposition at December 31, 2015.

We report in two segments: *Same-Store Communities* and *Non-Mature Communities/Other*.

Our *Same-Store Communities* segment represents those communities acquired, developed, and stabilized prior to January 1, 2014 and held as of December 31, 2015. These communities were owned and had stabilized occupancy and operating expenses as of the beginning of the

prior year, there is no plan to conduct substantial redevelopment activities, and the communities are not classified as held for sale at year end. A community is considered to have stabilized occupancy once it achieves 90% occupancy for at least three consecutive months.

Our *Non-Mature Communities/Other* segment represents those communities that do not meet the criteria to be included in *Same-Store Communities*, including, but not limited to, recently acquired, developed and redeveloped communities, and the non-apartment components of mixed use properties.

Liquidity and Capital Resources

Liquidity is the ability to meet present and future financial obligations either through operating cash flows, sales of properties, borrowings under our credit agreements, and/or the issuance of debt and/or equity securities. Our primary source of liquidity is our cash flow from operations as determined by rental rates, occupancy levels, and operating expenses related to our portfolio of apartment homes and borrowings under our credit agreements. We routinely use our unsecured revolving credit facility to temporarily fund certain investing and financing activities prior to arranging for longer-term financing or the issuance of equity or debt securities. During the past several years, proceeds from the sale of real estate have been used for both investing and financing activities as we repositioned our portfolio.

We expect to meet our short-term liquidity requirements generally through net cash provided by property operations and borrowings under our credit agreements. We expect to meet certain long-term liquidity requirements such as scheduled debt maturities, the repayment of financing on development activities, and potential property acquisitions, through secured and unsecured borrowings, the issuance of debt or equity securities, and/or the disposition of properties. We believe that our net cash provided by property operations and borrowings under credit agreements will continue to be adequate to meet both operating requirements and the payment of dividends by the Company in accordance with REIT requirements. Likewise, the budgeted expenditures for improvements and renovations of certain properties are expected to be funded from property operations, borrowings under credit agreements, the issuance of debt or equity securities, and/or dispositions of properties.

We have a shelf registration statement filed with the Securities and Exchange Commission, or "SEC," which provides for the issuance of an indeterminate amount of common stock, preferred stock, depositary shares, debt securities, guarantees of debt securities, warrants, subscription rights, purchase contracts and units to facilitate future financing activities in the public capital markets. Access to capital markets is dependent on market conditions at the time of issuance.

On August 24, 2015, the Company sold 2,900,000 shares of its common stock for aggregate gross proceeds of approximately \$101.5 million at a price per share of \$35.00. Aggregate net proceeds from the sale, after deducting the underwriting discount and offering-related expenses, were approximately \$101.4 million, which were used for working capital and general corporate purposes.

On September 22, 2015, the Company issued \$300 million of 4.00% senior unsecured medium-term notes due October 1, 2025. Interest is payable semi-annually beginning on April 1, 2016. The notes were priced at 99.77% of the principal amount at issuance. We used the net proceeds to pay down a portion of the borrowings outstanding on our prior \$900 million unsecured credit facility and for general corporate purposes. The notes are fully and unconditionally guaranteed by the Operating Partnership.

In April 2012, the Company entered into a new equity distribution agreement, which was amended in July 2014, under which the Company may offer and sell up to 20 million shares of its common stock, from time to time, to or through its sales agents. During the year ended December 31, 2015, the Company sold 3,439,636 shares of common stock through this program for aggregate gross proceeds of approximately \$111.0 million at a weighted average price per share of \$32.29. Aggregate net proceeds from such sales, after deducting related expenses, including commissions paid to the sales agents of approximately \$2.2 million, were approximately \$108.7 million, which were primarily used to fund the Company's development and

redevelopment projects. As of December 31, 2015, we had 13.1 million shares of common stock available for future issuance under the April 2012 program.

On October 20, 2015, the Company entered into a credit agreement that provides for a \$1.1 billion senior unsecured revolving credit facility and a \$350.0 million senior unsecured term loan facility. The credit agreement includes an accordion feature that allows the total commitments under the revolving credit facility and the total borrowings under the term loan facility to be increased to an aggregate maximum

amount of up to \$2.0 billion, subject to certain conditions. The revolving credit facility has a scheduled maturity date of January 31, 2020, with two six-month extension options, subject to certain conditions. The term loan facility has a scheduled maturity date of January 29, 2021. The credit agreement replaced the Company's prior \$900 million revolving credit facility, scheduled to mature in December 2017, and the Company's \$250 million and \$100 million term loans, both due June 2018 (see Note 6, *Secured and Unsecured Debt, Net*, in the Notes to the UDR, Inc. Consolidated Financial Statements included in this Report).

On December 18, 2015, the Company entered into a working capital credit facility, which provides for a \$30 million unsecured revolving credit facility with a scheduled maturity date of January 1, 2019 (see Note 6, *Secured and Unsecured Debt, Net*, in the Notes to the UDR, Inc. Consolidated Financial Statements included in this Report).

Future Capital Needs

Future development and redevelopment expenditures may be funded through unsecured or secured credit facilities, proceeds from the issuance of equity or debt securities, sales of properties, joint ventures, and, to a lesser extent, from cash flows provided by property operations. Acquisition activity in strategic markets may be funded through joint ventures, by the reinvestment of proceeds from the sale of properties, through the issuance of equity or debt securities, the issuance of operating partnership units and the assumption or placement of secured and/or unsecured debt.

During 2016, we have approximately \$149.1 million of secured debt maturing, inclusive of principal amortization, and \$95.1 million of unsecured debt maturing. In January 2016, we paid off \$83.3 million of 5.25% medium-term notes due January 2016 with borrowings under the Company's \$1.1 billion unsecured revolving credit facility. We anticipate repaying the remaining debt with cash flow from our operations, proceeds from debt or equity offerings, proceeds from the dispositions of properties, or from borrowings under our credit agreements.

Statements of Cash Flow

The following discussion explains the changes in *Net cash provided by/(used in) operating activities*, *Net cash provided by/(used in) investing activities*, and *Net cash provided by/(used in) financing activities* that are presented in our Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014, and 2013.

Operating Activities

For the year ended December 31, 2015, *Net cash provided by/(used in) operating activities* was \$431.6 million compared to \$392.4 million for 2014. The increase in cash flow from operating activities was primarily due to improved income from continuing operations primarily driven by revenue growth at the communities.

For the year ended December 31, 2014, *Net cash provided by/(used in) operating activities* was \$392.4 million compared to \$339.9 million for 2013. The increase in cash flow from operating activities is primarily due to improved income from continuing operations and changes in operating assets and liabilities.

Investing Activities

For the year ended December 31, 2015, *Net cash provided by/(used in) investing activities* was \$(238.4) million compared to \$(293.7) million for 2014. The decrease in cash used in investing activities is primarily related to decreased spend on consolidated development projects, partially offset by increased acquisitions of real estate, capital expenditures and major improvements, and issuances of notes receivable.

For the year ended December 31, 2014, *Net cash provided by/(used in) investing activities* was \$(293.7) million compared to \$(123.2) million in 2013. The increase in cash used in investing activities is primarily related to increased acquisitions of real estate and investments in unconsolidated joint ventures, partially offset by increased proceeds from sales of real estate, lower spend on development and redevelopment, and repayment of notes receivable.

In October 2015, the Company completed the acquisition of six Washington, D.C. area properties from Home Properties, L.P., a New York limited partnership (“Home OP”), for a total contractual purchase price of \$900.6 million, which was comprised of \$564.8 million of DownREIT Units in the newly formed DownREIT Partnership issued at \$35 per unit (a total of 16.1 million units), the assumption of \$89.3 million of debt, \$221.0 million of reverse Section 1031 exchanges, and \$25.5 million of cash. In addition, the Company issued approximately 14.0 million shares of its Series F Preferred Stock to former limited partners of Home OP, which had the right to subscribe for one share of Series F Preferred Stock for each DownREIT Unit issued in connection with the acquisitions. For additional information regarding the DownREIT Partnership, see Note 11, *Noncontrolling Interests*, in the notes to the UDR Consolidated Financial Statements included in this report.

Of the six properties acquired from Home OP, four were acquired through the DownREIT Partnership, one was acquired by the Company through a reverse Section 1031 exchange and one was acquired by the Operating Partnership through a reverse Section 1031 exchange.

In February 2015, the Company acquired an office building in Highlands Ranch, Colorado, for total consideration of approximately \$24.0 million, which was comprised of assumed debt. The Company’s corporate offices, as well as other leased office space, are located in the acquired building. The building consists of approximately 120,000 square feet. All existing leases were assumed by the Company at the time of the acquisition.

In 2014, the Company acquired a fully-entitled land parcel for future development located in Huntington Beach, California for \$77.8 million, two communities located in Seattle, Washington and Kirkland, Washington with a total of 358 apartment homes for \$45.5 million and \$75.2 million, respectively, and a land parcel for future development located in Boston, Massachusetts for \$32.2 million. The four acquisitions during the year ended December 31, 2014 were accomplished through tax-deferred Section 1031 exchanges.

The Company did not acquire any real estate assets in 2013.

Capital Expenditures

We capitalize those expenditures that materially enhance the value of an existing asset or substantially extend the useful life of an existing asset. Expenditures necessary to maintain an existing property in ordinary operating condition are expensed as incurred.

For the year ended December 31, 2015, total capital expenditures of \$111.3 million or \$2,818 per stabilized home, which in aggregate include recurring capital expenditures and major renovations, were spent on all of our communities, excluding development and commercial properties, as compared to \$90.1 million or \$2,274 per stabilized home for the prior year.

The increase in total capital expenditures was primarily due to an increase in revenue-enhancing improvements of 125.2% or \$18.3 million. Revenue-enhancing improvements of \$33.0 million or \$835 per home were spent for the year ended December 31, 2015 as compared to \$14.6 million or \$370 per home for the prior year. The increase is primarily attributable to capital expenditures related to kitchen and bath remodels and upgrades to common areas.

The following table outlines capital expenditures and repair and maintenance costs for all of our communities, excluding real estate under developments and commercial properties, for the years ended December 31, 2015 and 2014 (*dollars in thousands*):

	Year Ended December 31,			Year Ended December 31,		
	2015	2014	% Change	2015	2014	% Change
Turnover capital expenditures	\$ 12,108	\$ 12,160	(0.4)%	\$ 307	\$ 307	—%
Asset preservation expenditures	33,359	31,761	5.0%	845	801	5.5%
Total recurring capital expenditures	45,467	43,921	3.5%	1,151	1,108	3.9%
Revenue-enhancing improvements	32,979	14,647	125.2%	835	370	125.7%
Major renovations	32,877	31,547	4.2%	832	796	4.5%
Total capital expenditures	\$ 111,323	\$ 90,115	23.5%	\$ 2,818	\$ 2,274	23.9%
Repair and maintenance expense	\$ 31,636	\$ 31,288	1.1%	\$ 801	\$ 789	1.5%
Average stabilized home count (a)	39,501	39,637				

(a) Average number of homes is calculated based on the number of stabilized homes outstanding at the end of each month. A community's homes are considered stabilized once 90% occupancy has been achieved for at least three consecutive months.

The above table reports amounts capitalized during the year. Actual capital spending is impacted by the net change in capital expenditure accruals.

We will continue to selectively add revenue-enhancing improvements which we believe will provide a return on investment in excess of our cost of capital. Our objective in redeveloping a community is twofold: we aim to meaningfully grow rental rates while also achieving cap rate compression through asset quality improvement.

Real Estate Under Development and Redevelopment

At December 31, 2015, our development pipeline for one wholly-owned community totaled 516 homes with a budget of \$342.0 million, in which we have a carrying value of \$124.1 million. The estimated completion date for this community is the first quarter of 2018. During 2015, we incurred \$103.2 million for development costs, a decrease of \$148.3 million from our 2014 level of \$251.5 million.

The following wholly-owned projects were under development or recently completed as of December 31, 2015 (*dollars in thousands*):

Location	Number of Apartment Homes	Completed Apartment Homes	Cost to Date	Budgeted Cost	Estimated Cost Per Home	Expected Completion Date
Projects Under Construction:						
Pacific City Huntington Beach, CA	516	—	\$ 124,072	\$ 342,000	\$ 663	1Q2018
Completed Projects, Non-Stabilized:						
N/A	N/A	—	—	—	—	—

Total Projects	516	—	\$ 124,072	\$ 342,000	\$ 663
-----------------------	------------	----------	-------------------	-------------------	---------------

At December 31, 2015, the Company was redeveloping 264 apartment homes, 11 of which have been completed, at two wholly-owned communities and was redeveloping one wholly-owned community with renovations to the building exterior, corridors, and common area amenities, with no impact to individual homes. During the year ended December 31, 2015, we incurred \$32.9 million in major renovations, which include major structural changes and/or architectural revisions to existing

41

buildings, an increase of \$1.3 million from our 2014 level of \$31.5 million. The estimated completion dates for these communities is one in the first quarter of 2016 and the remaining two in the first quarter 2017.

At December 31, 2015, the following communities were in redevelopment (*dollars in thousands*):

	Location	Number of Apartment Homes	Scheduled Redevelopment Homes	Completed Apartment Homes	Cost to Date	Budgeted Cost	Estimated Cost Per Home	Expected Completion Date
2000 Post	San Francisco, CA	328	—	—	\$ 9,848	\$ 15,000	\$ —	1Q2016
Edgewater	San Francisco, CA	193	193	—	245	9,000	47	1Q2017
Borgata Apartment Homes	Bellevue, WA	71	71	11	1,209	4,000	56	1Q2017
Total		592	264	11	\$ 11,302	\$ 28,000	\$ 49	

42

Unconsolidated Joint Ventures and Partnerships

The Company recognizes earnings or losses from our investments in unconsolidated joint ventures and partnerships consisting of our proportionate share of the net earnings or losses of the joint ventures and partnerships. In addition, we may earn fees for providing management services to the unconsolidated joint ventures and partnerships.

The following table summarizes the Company's investment in and advances to unconsolidated joint ventures and partnerships, net, which are accounted for under the equity method of accounting as of December 31, 2015 and 2014 (*dollars in thousands*):

Joint Venture	Location of Properties	Number of Properties	Number of Apartment Homes	Investment at		UDR's Ownership Interest	
		December 31, 2015	December 31, 2015	December 31, 2015	December 31, 2014	December 31, 2015	December 31, 2014
Operating and development:							
UDR/MetLife I	Various	4 land parcels	—	\$ 15,894	\$ 13,306	17.2%	15.7%
UDR/MetLife II (a)	Various	21 operating communities	4,642	425,230	431,277	50.0%	50.0%
Other UDR/MetLife Development Joint Ventures	Various	1 operating community;					
		4 development communities (b);					
		1 land parcels	1,437	171,659	134,939	50.6%	50.6%
UDR/MetLife Vitruvian Park®	Addison, TX	3 operating communities; 6 land parcels	1,130	73,469	80,302	50.0%	50.0%
UDR/KFH	Washington, D.C.	3 operating communities	660	17,211	21,596	30.0%	30.0%
Texas (c)	Texas	—	—	—	(25,901)	—%	20.0%
Investment in and advances to unconsolidated joint ventures, net, before participating loan investment and preferred equity investment				703,463	655,519		

Location	Rate	Years To Maturity	Investment at		Income from investments for the years ending December 31,			
			December 31, 2015	December 31, 2014	2015	2014	2013	
Participating loan investment:								
Steele Creek	Denver, CO	6.5%	1.6	90,747	62,707	\$ 5,453	\$ 2,350	\$ 156

Preferred equity investment:

West Coast Development Joint Venture (d)	Various	6.5%	—	144,696	—	\$ 3,692	\$ —	\$ —
Total investment in and advances to unconsolidated joint ventures, net				\$ 938,906	\$ 718,226			

- (a) In September 2015, the 717 Olympic community, which is held by the UDR/MetLife II joint venture, experienced extensive water damage due a ruptured water pipe. For the year ended December 31, 2015, the Company recorded losses of \$2.5 million, its proportionate share of the total losses incurred.

b) The number of apartment homes for the communities under development presented in the table above is based on the projected number of total homes. As of December 31, 2015, no apartment homes had been completed in Other UDR/MetLife Development Joint Ventures.

- (c) In January 2015, the eight communities held by the Texas joint venture were sold, generating net proceeds to UDR of \$44.2 million. The Company recorded promote and fee income of \$10.0 million and a gain of \$59.4 million (including \$24.2 million of previously deferred gains) in connection with the sale.

- (d) In May 2015, the Company entered into a joint venture agreement with real estate private equity firm, The Wolff Company ("Wolff"), and agreed to pay \$136.3 million for a 48 percent ownership interest in a portfolio of five communities that are currently under construction (the "West Coast Development Joint Venture"). The communities are located in three of the Company's core, coastal markets: Metro Seattle, Los Angeles and Orange County, CA. UDR earns a 6.5 percent preferred return on its investment through each individual community's date of stabilization, defined as when a community reaches 80 percent occupancy for ninety consecutive days, while Wolff is allocated all operating income and expense during the pre-stabilization period. Upon stabilization, income and expense will be shared based on each partner's ownership percentage. The Company will serve as property manager and be paid a management fee during the lease-up phase and subsequent operation of each of the communities. Wolff is the general partner of the joint venture and the developer of the communities.

The Company has a fixed price option to acquire Wolff's remaining interest in each community beginning one year after completion. If the options are exercised for all five communities, the Company's total price will be \$597.4 million. In the event the Company does not exercise its options to purchase at least two communities, Wolff will be entitled to earn a contingent disposition fee equal to 6.5 percent return on its implied equity in the communities not acquired. Wolff is providing certain guaranties and there are construction loans on all five communities. Once completed, the five communities will contain 1,533 homes.

The Company has concluded it does not control the joint venture and accounts for it under the equity method of accounting. The Company's recorded equity investment in the West Coast Development Joint Venture at December 31, 2015 of \$144.7 million is inclusive of outside basis costs and our accrued but unpaid preferred return. During the year ended December 31, 2015, the Company earned a preferred return of \$5.2 million, offset by its share of the West Coast Development Joint Venture transaction expenses of \$1.5 million.

Dispositions

During the year ended December 31, 2015, the Company sold 12 communities with a total of 2,735 apartment homes for gross proceeds of \$408.7 million, resulting in net proceeds of \$387.7 million and a total gain of \$251.7 million. A portion of the sale proceeds was designated for tax-deferred Section 1031 exchanges for a 2014 acquisition and the October 2015 acquisitions described above.

During the year ended December 31, 2014, the Company recognized gains on the sale of real estate, net of tax, of \$143.6 million. The Company sold nine communities consisting of a total of 2,500 apartment homes, an adjacent parcel of land, and one operating property for gross proceeds of \$328.4 million, resulting in net proceeds of \$324.4 million and a total gain, net of tax, of \$138.6 million. The Company also sold 49% interest in a recently completed development for gross proceeds of \$54.2 million, resulting in a gain, net of tax, of \$7.2 million, and 50% interest in a land parcel for gross proceeds of \$8.3 million, resulting in a loss, net of tax, of \$2.2 million. A portion of the sale proceeds was designated for tax-deferred Section 1031 exchanges and was used to fund acquisitions of real estate as discussed above.

In 2013, UDR sold two apartment communities in the Sacramento market, consisting of 914 apartment homes for gross proceeds of \$81.1 million. UDR recognized gains of \$41.9 million, which are included in *Income/(loss) from discontinued operations, net of tax* on the UDR Consolidated Statements of Operations. Proceeds were used primarily to fund development and redevelopment activity and reduce debt.

We plan to continue to pursue our strategy of exiting markets where long-term growth prospects are limited and redeploying capital to primary locations in markets we believe will provide the best investment returns.

Financing Activities

For the years ended December 31, 2015, 2014 and 2013, *Net cash provided by/(used in) financing activities* was \$(201.6) million, \$113.7 million and \$(198.6) million, respectively.

The following significant financing activities occurred during the year ended December 31, 2015:

- repaid \$194.0 million of secured debt;
- repaid \$325.2 million of 5.25% unsecured medium-term notes due January 2015;
- entered into a \$350.0 million senior unsecured term loan facility due January 2021, which replaced the Company's \$250 million term loan and \$100 million term loan that were scheduled to mature in June 2018;

- entered into a new \$1.1 billion revolving credit facility with a maturity date in January 2020, exclusive of options to extend, which replaced the prior \$900 million revolving credit facility that was scheduled to mature in December 2017;
- issued \$300.0 million of 4.00% senior unsecured medium-term notes due October 1, 2025;
- sold 6,339,636 shares of common stock for aggregate net proceeds of approximately \$210.0 million after deducting related expenses;
- net repayments of \$2.5 million under the Company's \$1.1 billion unsecured revolving credit facility; and
- paid distributions of \$283.2 million to our common stockholders.

The following significant financing activities occurred during the year ended December 31, 2014:

- repaid \$81.0 million of secured debt;
- repaid \$184.0 million of 5.13% unsecured medium-term notes due January 2014;
- repaid \$128.5 million of 5.50% unsecured medium-term notes due April 2014;
- issued \$300.0 million of 3.750% senior unsecured medium-term notes due July 2024;
- sold 3,410,433 shares of common stock for aggregate net proceeds of approximately \$99.8 million after deducting related expenses;
- net borrowings of \$152.5 million under the Company's prior \$900 million unsecured revolving credit facility; and
- paid distributions of \$256.1 million to our common stockholders.

The following significant financing activities occurred during the year ended December 31, 2013:

- issued \$300 million of 3.70% senior unsecured medium-term notes due October 2020;

- repaid \$46.6 million of secured debt. The \$46.6 million of secured debt included \$42.2 million of mortgage payments and the repayment of \$4.4 million of credit facilities;
- repaid \$122.5 million of 6.05% unsecured medium-term notes due June 2013; and
- re-priced our \$100 million and \$250 million unsecured term notes from LIBOR plus 142.5 basis points to LIBOR plus 125 basis points, and extended the maturity dates from January 2016 to June 2018.

Credit Facilities

As of December 31, 2015, we had secured credit facilities with Fannie Mae with an aggregate commitment of \$813.8 million, all of which was outstanding. The Fannie Mae credit facilities mature at various dates from May 2017 through July 2023, and bear interest at floating and fixed rates. The Company had \$514.5 million of the balance fixed at a weighted average interest rate of 5.23% and the remaining balance of \$299.4 million had a weighted average variable rate of 1.71%.

As of December 31, 2015, the Company had a \$1.1 billion senior unsecured revolving credit facility (the “Revolving Credit Facility”) and a \$350.0 million senior unsecured term loan facility (the “Term Loan Facility”). The credit agreement includes an accordion feature that allows the total commitments under the Revolving Credit Facility and the total borrowings under the Term Loan Facility to be increased to an aggregate maximum amount of up to \$2.0 billion, subject to certain conditions, including obtaining commitments from any one or more lenders. The Revolving Credit Facility has a scheduled maturity date of January 31, 2020, with two six-month extension options, subject to certain conditions. The Term Loan Facility has a scheduled maturity date of January 29, 2021.

The Credit Agreement replaced (i) the Company’s \$900 million revolving credit facility scheduled to mature in December 2017 and (ii) the Company’s \$250 million term loan and the Company’s \$100 million term loan, both due June 2018.

As of December 31, 2015, based on the Company’s current credit rating, the Revolving Credit Facility has an interest rate equal to LIBOR plus a margin of 90 basis points and a facility fee of 15 basis points, and the Term Loan Facility has an interest rate equal to LIBOR plus a margin of 95 basis points. Depending on the Company’s credit rating, the margin under the Revolving Credit Facility ranges from 85 to 155 basis points and the facility fee ranges from 12.5 to 30 basis points, and the margin under the Term Loan Facility ranges from 90 to 175 basis points.

In December 2015, the Company entered into a working capital credit facility, which provides for a \$30 million unsecured revolving credit facility (the “Working Capital Credit Facility”) with a scheduled maturity date of January 1, 2019. Based on the Company’s current credit rating, the Working Capital Credit Facility has an interest rate equal to LIBOR plus a margin of 90 basis points. Depending on the Company’s credit rating, the margin ranges from 85 to 155 basis points.

The Fannie Mae credit facilities and the bank unsecured revolving credit facilities are subject to customary financial covenants and limitations. As of December 31, 2015, we were in compliance with all financial covenants under these credit facilities.

Interest Rate Risk

We are exposed to interest rate risk associated with variable rate notes payable and maturing debt that has to be refinanced. We do not hold financial instruments for trading or other speculative purposes, but rather issue these financial instruments to finance our portfolio of real estate assets. Interest rate sensitivity is the relationship between changes in market interest rates and the fair value of market rate sensitive assets and liabilities. Our earnings are affected as changes in short-term interest rates impact our cost of variable rate debt and maturing fixed rate debt. We had \$610.4 million in variable rate debt that is not subject to interest rate swap contracts as of December 31, 2015. If market interest rates for variable rate debt increased by 100 basis points, our interest expense would increase by \$8.0 million based on the average balance outstanding during the year.

These amounts are determined by considering the impact of hypothetical interest rates on our borrowing cost. These analysis do not consider the effects of the adjusted level of overall economic activity that could exist in such an environment. Further, in the event of a change of such magnitude, management would likely take actions to further mitigate our exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, the sensitivity analysis assumes no change in our financial structure.

The Company also utilizes derivative financial instruments to manage interest rate risk and generally designates these financial instruments as cash flow hedges. See Note 13, *Derivatives and Hedging Activities*, in the Notes to the UDR Consolidated Financial Statements included in this Report for additional discussion of derivate instruments.

Funds from Operations, Funds from Operations as Adjusted, and Adjusted Funds from Operations

Funds from Operations

Funds from operations (“FFO”) is defined as net income attributable to common stockholders (computed in accordance with GAAP), excluding impairment write-downs of depreciable real estate or of investments in non-consolidated investees that are driven by measurable decreases in the fair value of depreciable real estate held by the investee, gains or losses from sales of depreciable property, plus real estate depreciation and amortization, and after adjustments for noncontrolling interests, unconsolidated partnerships and joint ventures. This definition conforms with the National Association of Real Estate Investment Trust’s (“NAREIT”) definition issued in April 2002. Historical cost accounting for real estate assets in accordance with GAAP implicitly assumes that the value of real estate assets diminishes predictably over time. Since real estate values instead have historically risen or fallen with market conditions, many industry investors and analysts have considered the presentation of operating results for real estate companies that use historical cost accounting to be insufficient by themselves. Thus, NAREIT created FFO as a supplemental measure of a REIT’s operating performance. In the computation of FFO, diluted, if OP Units, DownREIT Units, unvested restricted stock, stock options, and the shares of Series E Cumulative Convertible Preferred Stock are dilutive, they are included in the diluted share count.

Activities of our taxable REIT subsidiaries (“TRS”) include development and land entitlement. From time to time, we develop and subsequently sell a TRS property which results in a short-term use of funds that produces a profit that differs from the traditional long-term investment in real estate for REITs. We believe that the inclusion of these TRS gains in FFO is consistent with the standards established by NAREIT as the short-term investment is incidental to our main business. TRS gains on sales, net of taxes, are defined as net sales proceeds less a tax provision and the gross investment basis of the asset before accumulated depreciation.

We consider FFO a useful metric for investors as we use FFO in evaluating property acquisitions and our operating performance, and believe that FFO should be considered along with, but not as an alternative to, net income and cash flow as a measure of our activities in accordance with GAAP. FFO does not represent cash generated from operating activities in accordance with GAAP and is not necessarily indicative of funds available to fund our cash needs.

Funds from Operations as Adjusted

FFO as Adjusted is defined as FFO excluding the impact of acquisition-related costs and other non-comparable items including, but not limited to, prepayment costs/benefits associated with early debt retirement, gains on sales of marketable securities and TRS property, deferred tax valuation allowance increases and decreases, casualty-related expenses and recoveries, severance costs and legal costs. Management believes that FFO as Adjusted is useful supplemental information regarding our operating performance as it provides a consistent comparison of our operating performance across time periods and allows investors to more easily compare our operating results with other REITs.

FFO as Adjusted is not intended to represent cash flow or liquidity for the period, and is only intended to provide an additional measure of our operating performance. We believe that *Net income/(loss) attributable to common stockholders* is the most directly comparable GAAP financial measure to FFO as Adjusted. However, other REITs may use different methodologies for calculating FFO as Adjusted or similar FFO measures and, accordingly, our FFO as Adjusted may not always be comparable to FFO as Adjusted or similar FFO measures calculated by other REITs. FFO as Adjusted should not be considered as an alternative to net income (determined in accordance with GAAP) as an indication of financial performance, or as an alternative to cash flows from operating activities (determined in accordance with GAAP) as a measure of our liquidity.

Adjusted Funds from Operations

Adjusted FFO (“AFFO”) is a non-GAAP financial measure that management uses as a supplemental measure of our performance. AFFO is defined as FFO as Adjusted less recurring capital expenditures that are necessary to help preserve the value of and maintain functionality at our communities. Therefore, management considers AFFO a useful supplemental performance metric for investors as it is more indicative of the Company’s operational performance than FFO or FFO as Adjusted.

AFFO is not intended to represent cash flow or liquidity for the period, and is only intended to provide an additional measure of our operating performance. We believe that *Net income/(loss) attributable to common stockholders* is the most directly comparable GAAP financial measure to AFFO. Management believes that AFFO is a widely recognized measure of the operations of REITs, and presenting AFFO will enable investors to assess our performance in comparison to other REITs. However, other REITs may use different methodologies for calculating AFFO and, accordingly, our AFFO may not always be comparable to AFFO calculated by other REITs. AFFO should not be considered as an alternative to net income (determined in accordance with GAAP) as an indication of financial performance, or as an alternative to cash flows from operating activities (determined in accordance with GAAP) as a measure of our liquidity, nor is it indicative of funds available to fund our cash needs, including our ability to make distributions.

The following table outlines our reconciliation of *Net income/(loss) attributable to common stockholders* to FFO, FFO as Adjusted, and AFFO for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Net income/(loss) attributable to common stockholders	\$ 336,661	\$ 150,610	\$ 41,088
Real estate depreciation and amortization, including discontinued operations	374,598	358,154	341,490
Noncontrolling interests	16,776	5,508	1,470
Real estate depreciation and amortization on unconsolidated joint ventures	38,652	42,133	33,180
Net (gain)/loss on the sale of unconsolidated depreciable property	(59,445)	—	—
Net (gain)/loss on the sale of depreciable property, excluding TRS	(251,677)	(144,703)	(40,450)
Funds from operations (“FFO”) attributable to common stockholders and unitholders, basic	\$ 455,565	\$ 411,702	\$ 376,778
Distribution to preferred stockholders — Series E (Convertible)	3,722	3,724	3,724
FFO attributable to common stockholders and unitholders, diluted	\$ 459,287	\$ 415,426	\$ 380,502
FFO per common share and unit, basic	\$ 1.68	\$ 1.58	\$ 1.45
FFO per common share and unit, diluted	\$ 1.66	\$ 1.56	\$ 1.44
Weighted average number of common shares and OP/DownREIT Units outstanding — basic	271,616	260,775	259,306
Weighted average number of common shares, OP/DownREIT Units, and common stock equivalents outstanding — diluted	276,699	265,728	263,926
Impact of adjustments to FFO:			
Acquisition-related costs/(fees), including joint ventures	\$ 3,586	\$ 442	\$ (254)
Costs/(benefit) associated with debt extinguishment and other	—	192	178
Texas joint venture promote and disposition fee income	(10,005)	—	—
Long-term incentive plan transition costs	3,537	—	—
(Gain)/loss on sale of land	—	1,056	—
Net gain on prepayment of note receivable	—	(8,411)	—
Legal claims, net of tax	705	—	—
Tax benefit associated with the conversion of certain TRS entities into REITs	—	(5,770)	—
Gain on sale of TRS property	—	—	(2,651)

Casualty-related (recoveries)/charges, including joint ventures, net	4,809	541	(9,665)
	\$ 2,632	\$ (11,950)	\$ (12,392)
FFO as Adjusted attributable to common stockholders and unitholders, diluted	\$ 461,919	\$ 403,476	\$ 368,110
FFO as Adjusted per common share and unit, diluted	\$ 1.67	\$ 1.52	\$ 1.39
Recurring capital expenditures	(45,467)	(43,921)	(42,707)
AFFO attributable to common stockholders and unitholders	\$ 416,452	\$ 359,555	\$ 325,403
AFFO per common share and unit, diluted	\$ 1.51	\$ 1.35	\$ 1.18

48

The following table is our reconciliation of FFO share information to weighted average common shares outstanding, basic and diluted, reflected on the Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013 (*shares in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Weighted average number of common shares and OP/DownREIT Units outstanding — basic	271,616	260,775	259,306
Weighted average number of OP/DownREIT Units outstanding	(12,947)	(9,247)	(9,337)
Weighted average number of common shares outstanding — basic per the Consolidated Statements of Operations	258,669	251,528	249,969
Weighted average number of common shares, OP/DownREIT Units, and common stock equivalents outstanding — diluted	276,699	265,728	263,926
Weighted average number of OP/DownREIT Units outstanding	(12,947)	(9,247)	(9,337)
Weighted average incremental shares from assumed conversion of stock options	—	—	(1,169)
Weighted average incremental shares from unvested restricted stock	—	—	(415)

Weighted average number of Series E preferred shares outstanding	—	(3,036)	(3,036)
Weighted average number of common shares outstanding — diluted per the Consolidated Statements of Operations	263,752	253,445	249,969

A presentation of cash flow metrics based on GAAP is as follows (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Net cash provided by/(used in) operating activities	431,615	392,360	339,902
Net cash provided by/(used in) investing activities	(238,449)	(293,660)	(123,209)
Net cash provided by/(used in) financing activities	(201,648)	(113,725)	(198,559)

Results of Operations

The following discussion explains the changes in results of operations that are presented in our Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013, and includes the results of both continuing and discontinued operations for the periods presented.

Net Income/(Loss) Attributable to Common Stockholders

2015 -vs- 2014

Net income attributable to common stockholders was \$336.7 million (\$1.29 per diluted share) for the year ended December 31, 2015 as compared to net income of \$150.6 million (\$0.59 per diluted share) for the prior year. The increase in net income attributable to common stockholders for the year ended December 31, 2015 resulted primarily from the following items, all of which are discussed in further detail elsewhere within this Report:

- gains of \$251.7 million on the sale of real estate during the year ended December 31, 2015 compared to \$143.6 million during the year ended December 31, 2014. During the year ended December 31, 2015, gains consisted of the sale of 12 communities with a total of 2,735 apartment homes for gross proceeds of \$408.7 million, resulting in net proceeds of \$387.7 million;
- income from unconsolidated entities of \$62.3 million, which includes a gain of \$59.4 million (including \$24.2 million of previously deferred gains) in connection with the sale of the eight communities held by the Texas joint venture; and
- an increase in total property NOI due to higher occupancy and higher revenue per occupied home, and NOI from the homes placed in service related to acquisitions, development and redevelopment projects completed in 2015 and 2014, partially offset by the disposition of communities in 2015 and 2014.

This was partially offset by:

- a decrease in *Interest income and other income/(expense), net* of \$10.3 million primarily due to a net gain of \$8.4 million on the early settlement of a note receivable in July 2014.

2014 -vs- 2013

Net income attributable to common stockholders was \$150.6 million (\$0.59 per diluted share) for the year ended December 31, 2014 as compared to net income of \$41.1 million (\$0.16 per diluted share) for the prior year. The increase in net income attributable to common stockholders for the year ended December 31, 2014 resulted primarily from the following items, all of which are discussed in further detail elsewhere within this Report:

- gains, net of tax, of \$143.6 million on the sale of real estate during the year ended December 31, 2014. These gains consisted of:
 - the sale of nine communities with a total of 2,500 apartment homes, an adjacent parcel of land, and one operating property for gross proceeds of \$328.4 million, resulting in a gain, net of tax, of approximately \$138.6 million; and
 - the sale of 49% interest in a recently completed development for gross proceeds of \$54.2 million, resulting in a gain, net of tax, of \$7.2 million and 50% interest in a land parcel for gross proceeds of \$8.3 million, resulting in a loss, net of tax, of \$2.2 million.
- an increase in total property NOI primarily due to higher occupancy and higher revenue per occupied home, and NOI from the homes placed in service related to development and redevelopment projects completed in 2014 and 2013, partially offset by the disposition of communities in 2014 and 2013.

This was partially offset by:

- an increase in depreciation and amortization expense primarily from the homes placed in service related to development and redevelopment projects completed in 2014 and 2013, partially offset by a decrease from sold communities and fully depreciated assets; and

- casualty-related recoveries in 2013 resulting from the effects of Hurricane Sandy on three of our New York City communities in 2012;

Apartment Community Operations

Our net income results are primarily from NOI generated from the operation of our apartment communities. The Company defines NOI, which is a non-GAAP financial measure, as rental income less direct property rental expenses. Rental income represents gross market rent less adjustments for concessions, vacancy loss and bad debt. Rental expenses include real estate taxes, insurance, personnel, utilities, repairs and maintenance, administrative and marketing. Excluded from NOI is property management expense which is calculated as 2.75% of property revenue to cover the regional supervision and accounting costs related to consolidated property operations and land rent.

Although the Company considers NOI a useful measure of operating performance, NOI should not be considered an alternative to net income or net cash flow from operating activities as determined in accordance with GAAP. NOI excludes several income and expense categories as detailed in the reconciliation of NOI to *Net income/(loss) attributable to UDR, Inc.* below.

The following table summarizes the operating performance of our total property NOI (which includes discontinued operations) for each of the periods presented (*dollars in thousands*):

	Year Ended December 31, (a)			Year Ended December 31, (b)		
	2015	2014	% Change	2014	2013	% Change
Same-Store Communities:						
Same-store rental income	\$ 660,142	\$ 625,037	5.6%	\$ 630,966	\$ 604,729	4.3%
Same-store operating expense (c)	(191,010)	(185,379)	3.0%	(190,128)	(185,512)	2.5%
Same-store NOI	469,132	439,658	6.7%	440,838	419,217	5.2%
Non-Mature Communities/Other NOI:						
Acquired communities NOI	16,247	1,370	1,085.9%	17,788	14,997	18.6%
Sold or held for sale communities NOI	21,292	40,380	(47.3)%	14,108	28,662	(50.8)%
Development communities NOI	29,677	10,947	171.1%	26,492	4,920	438.5%
Redevelopment communities NOI	60,558	52,450	15.5%	45,578	36,229	25.8%
Commercial NOI and other	16,963	11,516	47.3%	11,517	10,016	15.0%
Total non-mature communities/other NOI	144,737	116,663	24.1%	115,483	94,824	21.8%

Total Property NOI	\$ 613,869	\$ 556,321	10.3%	\$ 556,321	\$ 514,041	8.2%
--------------------	-------------------	------------	-------	------------	------------	------

- (a) Same-store consists of 33,063 apartment homes.
- (b) Same-store consists of 34,581 apartment homes.
- (c) Excludes depreciation, amortization, and property management expenses.

The following table is our reconciliation of total property NOI to *Net income/(loss) attributable to UDR, Inc.* as reflected, for both continuing and discontinued operations, for the periods presented (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Total property NOI	\$ 613,869	\$ 556,321	\$ 514,041
Joint venture management and other fees	22,710	13,044	12,442
Property management	(23,978)	(22,142)	(20,780)
Other operating expenses	(9,708)	(8,271)	(7,136)
Real estate depreciation and amortization	(374,598)	(358,154)	(341,490)
General and administrative	(59,690)	(47,800)	(42,238)
Casualty-related recoveries/(charges), net	(2,335)	(541)	12,253
Other depreciation and amortization	(6,679)	(5,775)	(6,741)
Income/(loss) from unconsolidated entities	62,329	(7,006)	(415)
Interest expense	(121,875)	(130,454)	(126,083)
Interest income and other income/(expense), net	1,551	11,837	4,681
Tax benefit/(provision), net	3,886	15,136	7,299
Gain/(loss) on sale of real estate owned, net of tax	251,677	143,647	40,449
Net (income)/loss attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	(16,773)	(5,511)	(1,530)
Net (income)/loss attributable to noncontrolling interests	(3)	3	60
Net income/(loss) attributable to UDR, Inc.	\$ 340,383	\$ 154,334	\$ 44,812

Same -Store Communities

2015 -vs- 2014

Our same-store community properties (those acquired, developed, and stabilized prior to January 1, 2014 and held on December 31, 2015) consisted of 33,063 apartment homes and provided 76.4% of our total NOI for the year ended December 31, 2015.

NOI for our same-store community properties increased \$29.5 million or 6.7% for the year ended December 31, 2015 compared to 2014. The increase in property NOI was attributable to a 5.6% or \$35.1 million increase in property rental income, which was partially offset by a 3.0% or \$5.6 million increase in operating expenses. The increase in revenues was primarily driven by a 5.1% or \$30.4 million increase in rental rates and a 6.5% or \$2.9 million increase in reimbursement and fee income. Physical occupancy remained the same at 96.7% and total monthly income per occupied home increased by 5.5% to \$1,721.

The increase in operating expenses was primarily driven by a 2.9% or \$1.8 million increase in real estate tax, a 4.9% or \$1.5 million increase in utilities expense, and a 3.1% or \$1.4 million increase in personnel costs.

As a result of the percentage changes in property rental income and property operating expenses, the operating margin (property net operating income divided by property rental income) increased to 71.1% for the year ended December 31, 2015 as compared to 70.3% for 2014.

2014 -vs- 2013

Our same-store community properties (those acquired, developed, and stabilized prior to January 1, 2013 and held on December 31, 2014) consisted of 34,581 apartment homes and provided 79.2% of our total NOI for the year ended December 31, 2014.

NOI for our same-store community properties increased 5.2% or \$21.6 million for the year ended December 31, 2014 compared to 2013. The increase in property NOI was attributable to a 4.3% or \$26.2 million increase in property rental income, which was partially offset by a 2.5% or \$4.6 million increase in operating expenses. The increase in revenues was primarily driven by a 3.5% or \$20.2 million increase in rental rates and a 4.9% or \$2.2 million increase in reimbursement and fee income. Physical occupancy increased 0.6% to 96.7% and total monthly income per occupied home increased by 3.8% to \$1,573.

The increase in operating expenses was primarily driven by a 4.1% or \$2.6 million increase in real estate tax caused by higher real estate valuations and a 15.5% or \$1.3 million increase in insurance expense primarily caused by higher volume of small claims.

As a result of the percentage changes in property rental income and property operating expenses, the operating margin (property net operating income divided by property rental income) increased to 69.9% for the year ended December 31, 2014 as compared to 69.3% for 2013.

Non-Mature Communities/Other

2015 -vs- 2014

The remaining \$144.7 million or 23.6% of our total NOI for the year ended December 31, 2015 was generated from our non-mature communities/other. UDR's non-mature communities/other consist of communities that do not meet the criteria to be included in same-store communities, which include communities recently developed or acquired, redevelopment properties, sold or held for sale properties, and non-apartment components of mixed use properties. NOI from non-mature communities/other increased by 24.1% or \$28.1 million for the year ended December 31, 2015 compared to 2014. The increase was primarily driven by an increase in NOI of \$18.7 million or 171.1% from development communities, \$14.9 million or 1,085.9% from communities acquired in 2015 and 2014 and \$8.1 million or 15.5% from redevelopment communities completed in 2015 and 2014, which was partially offset by a decrease in NOI of \$19.1 million or 47.3% from communities sold in 2015 and 2014.

2014 -vs- 2013

The remaining \$115.5 million or 20.8% of our total NOI for the year ended December 31, 2014 was generated from our non-mature communities/other. NOI from non-mature communities increased by 21.8% or \$20.7 million for the year ended December 31, 2014 compared to 2013. The increase was primarily driven by an increase in NOI of 438.5% or \$21.6 million from development communities and 25.8% or

\$9.3 million from redevelopment communities completed in 2014 and 2013, which was partially offset by a decrease in NOI of 50.8% or \$14.6 million from communities sold in 2014 and 2013.

Joint Venture Management and Other Fees

For the years ended December 31, 2015, 2014 and 2013, we recognized income joint venture management and other fees of \$22.7 million, \$13.0 million, and \$12.4 million, respectively. The increased income in 2015 as compared to 2014 and 2013 was attributable to the promote and fee income of \$10.0 million recognized in connection with the sale of the Texas joint venture.

Real Estate Depreciation and Amortization

For the year ended December 31, 2015, real estate depreciation and amortization increased 4.6% or \$16.4 million as compared to 2014. The increase in depreciation and amortization for the year ended December 31, 2015 was primarily due to newly acquired communities and homes placed in service related to our development and redevelopment communities completed in 2015 and 2014, partially offset by a decrease from sold communities and fully depreciated assets.

For the year ended December 31, 2014, real estate depreciation and amortization on both continuing and discontinued operations increased 4.9% or \$16.7 million as compared to 2013. The increase in depreciation and amortization for the year ended December 31, 2014 was primarily due to homes delivered from our development and redevelopment communities, partially offset by a decrease from sold communities and fully depreciated assets.

General and Administrative

For the year ended December 31, 2015, general and administrative expense increased 24.9% or \$11.9 million from 2014. The increase was primarily due to a \$5.0 million increase in bonus expense, a \$4.6 million increase in stock based compensation expense for awards under the long-term incentive plan, of which \$3.5 million was due to the transition from a one-year to a three-year performance period, a \$1.8 million increase in acquisition-related costs, and salary and benefit increases.

For the year ended December 31, 2014, general and administrative expense increased 13.2% or \$5.6 million from 2013. The increase was primarily due to a \$3.8 million increase in stock-based compensation expense for awards under the long-term incentive plan and salary and benefit increases.

Interest Expense

For the year ended December 31, 2015, interest expense decreased by 6.6% or \$8.6 million as compared to 2014. The decrease in interest expense was primarily due to the repayment of the \$325.2 million medium term notes in January 2015 and the replacement of debt at lower rates.

For the year ended December 31, 2014, interest expense increased by 3.5% or \$4.4 million as compared to 2013. The increase in interest expense was primarily due to lower capitalized interest from development and redevelopment activities.

Tax Benefit/(Provision), Net

Income taxes for our TRS are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rate is recognized in earnings in the period of the enactment date.

The Company recognized a *Tax benefit/(provision), net* of \$3.9 million, \$15.1 million and \$7.3 million for the years ended December 31, 2015, 2014 and 2013, respectively. The decrease from 2014 to 2015, and the increase from 2013 to 2014, was primarily attributable to a one-time benefit of \$5.8 million related to the conversion of certain taxable REIT subsidiaries into REITs in 2014. The remaining decrease is a result of the conversion of certain TRS subsidiaries to REITs in 2014, causing a zero rate to be applied to its 2015 income.

Casualty-Related (Recoveries)/Charges, Net

During the year ended December 31, 2015, the Company recorded \$2.3 million of casualty-related losses due to property damage caused by the severe snow storms on the east coast in early 2015 and water damage at a community, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

During the year ended December 31, 2014, the Company recorded \$0.5 million of casualty-related losses due to property damage incurred during an earthquake and a storm in California, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

During the year ended December 31, 2013, the Company recorded \$12.3 million of casualty-related recoveries related to damage caused by Hurricane Sandy on the east coast in October 2012, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

Income/(Loss) from Unconsolidated Entities

For the years ended December 31, 2015, 2014 and 2013, we recognized income/(loss) from unconsolidated entities of \$62.3 million, \$(7.0) million, and \$(0.4) million, respectively. These income/(losses) relate to our investments in unconsolidated joint ventures and partnerships and are included in *Income/(loss) from unconsolidated entities* on the UDR Consolidated Statements of Operations. The increase in income in 2015 as compared to 2014 was primarily due to the sale of eight communities held by the Texas joint venture, generating gains of \$59.4 million. The increased loss in 2014 as compared to 2013 was primarily due to an \$8.3 million gain (\$5.3 million net of tax expense) on the sale of our 95% interest in the Lodge at Stoughton in 2013.

Interest Income and Other Income/(Expense), Net

For the years ended December 31, 2015, 2014 and 2013, we recognized *Interest income and other income/(expense), net* of \$1.6 million, \$11.9 million, and \$4.6 million, respectively. The decrease in 2015 as compared to 2014, as well as the increase in 2014 as compared to 2013, was primarily attributable to the net gain of \$8.4 million realized on the repayment of a note receivable in 2014.

Gain/(Loss) on Sale of Real Estate Owned, Net of Tax

During the year ended December 31, 2015, the Company sold 12 communities with a total of 2,735 apartment homes for gross proceeds of \$408.7 million, resulting in net proceeds of \$387.7 million and a total gain of \$251.7 million. A portion of the sale proceeds were designated for tax-deferred Section 1031 exchanges for acquisitions that occurred in 2014 and 2015.

During the year ended December 31, 2014, the Company recognized gains on the sale of real estate, net of tax, of \$143.6 million. The Company sold nine communities consisting of a total of 2,500 apartment homes, an adjacent parcel of land, and one operating property for gross proceeds of \$328.4 million, resulting in net proceeds of \$324.4 million and a total gain, net of tax, of \$138.6 million. The Company also sold 49% interest in a recently completed development for gross proceeds of \$54.2 million, resulting in a gain, net of tax, of \$7.2 million; and our 50% interest in a land parcel for gross proceeds of \$8.3 million, resulting in a loss, net of tax, of \$2.2 million. A portion of the sale proceeds was designated for tax-deferred Section 1031 exchanges and was used to fund acquisitions of real estate.

Due to the Company's adoption ASU 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, effective January 1, 2014, these gains, net of tax, are included in *Gain/(loss) on sale of real estate owned, net of tax* on the UDR Consolidated Statements of Operations. See Note 2, *Significant Accounting Policies*, in the Notes to the UDR Consolidated Financial Statements included in this Report for additional information.

For the year ended December 31, 2013, we recognized gains, net of tax, of \$41.9 million on the sale of two communities consisting of 914 apartment homes. These gains are included in *Income/(loss) from discontinued operations, net of tax* on the Consolidated Statements of Operations of UDR included this Report. Changes in the level of gains recognized from period to period reflect the changing level of our divestiture activity as well as the extent of gains related to specific property sold.

Noncontrolling Interest

For the years ended December 31, 2015, 2014 and 2013, we recognized net income attributable to redeemable noncontrolling interests in the Operating Partnership and the DownREIT Partnership of \$16.8 million, \$5.5 million, and \$1.5 million, respectively. The increase in 2015 as compared to 2014 is primarily attributable to an increase in the number of shares held by third-party noncontrolling interest holders as a result of the formation of the DownREIT Partnership as well as increased net income of the Operating Partnership. The increase from 2013 to 2014 is primarily attributable to increased net income of the Operating Partnership.

Inflation

We believe that the direct effects of inflation on our operations have been immaterial. While the impact of inflation primarily impacts our results through wage pressures, utilities and material costs, the majority of our leases are for a term of fourteen months or less, which generally enables us to compensate for any inflationary effects by increasing rents on our apartment homes. Although an extreme escalation in energy and food costs could have a negative impact on our residents and their ability to absorb rent increases, we do not believe this has had a material impact on our results for the year ended December 31, 2015.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources that are material.

Contractual Obligations

The following table summarizes our contractual obligations as of December 31, 2015 (*dollars in thousands*):

Contractual Obligations	Payments Due by Period				
	2016	2017-2018	2019-2020	Thereafter	Total
Long-term debt obligations	\$ 244,111	\$ 786,591	\$ 936,160	\$ 1,616,653	\$ 3,583,515
Interest on debt obligations (a)	126,316	216,689	157,065	158,878	658,948
Letters of credit	2,312	—	—	—	2,312
Unfunded commitments on:					
Development projects (b)	—	217,928	—	—	217,928
Unconsolidated joint ventures (b) (c)	10,524	71,559	—	—	82,083
Redevelopment projects (b)	5,152	11,546	—	—	16,698
Participating loan investments (d)	2,711				2,711
Operating lease obligations:					
Operating space	207	255	152	32	646
Ground leases (e)	5,444	10,888	9,930	311,858	338,120
	\$ 396,777	\$ 1,315,456	\$ 1,103,307	\$ 2,087,421	\$ 4,902,961

(a) Interest payments on variable rate debt instruments are based on each debt instrument's respective year-end interest rate at December 31, 2015.

(b) Any unfunded costs at December 31, 2015 are shown in the year of estimated completion.

(c) Represents UDR's contributed and remaining equity commitment in unconsolidated joint ventures.

(d) Represents UDR's remaining participating loan commitment for Steele Creek.

- (e) For purposes of our ground lease contracts, the Company uses the minimum lease payment, if stated in the agreement. For ground lease agreements where there is a reset provision based on the communities appraised value or consumer price index but does not include a specified minimum lease payment, the Company uses the current rent over the remainder of the lease term.

During 2015, we incurred gross interest costs of \$138.0 million, of which \$16.1 million was capitalized.

UNITED DOMINION REALTY, L.P.:

Business Overview

United Dominion Realty, L.P. (the “Operating Partnership” or “UDR, L.P.”) is a Delaware limited partnership formed in February 2004 and organized pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act. The Operating Partnership is the successor-in-interest to United Dominion Realty, L.P., a limited partnership formed under the laws of Virginia, which commenced operations on November 4, 1995. Our sole general partner is UDR, Inc., a Maryland corporation (“UDR” or the “General Partner”), which conducts a substantial amount of its business and holds a substantial amount of its assets through the Operating Partnership. At December 31, 2015, the Operating Partnership’s real estate portfolio included 57 communities located in eight states and the District of Columbia with a total of 16,974 apartment homes.

As of December 31, 2015, UDR owned 110,883 units of our general limited partnership interests and 174,114,516 units of our limited partnership interests (the “OP Units”), or approximately 95.0% of our outstanding OP Units. By virtue of its ownership of our OP Units and being our sole general partner, UDR has the ability to control all of the day-to-day operations of the Operating Partnership. Unless otherwise indicated or unless the context requires otherwise, all references in this section of this Report to the Operating Partnership or “we,” “us” or “our” refer to UDR, L.P. together with its consolidated subsidiaries. We refer to our General Partner together with its consolidated subsidiaries (including us) and the General Partner’s consolidated joint ventures as “UDR” or the “General Partner.”

UDR is a self-administered real estate investment trust, or REIT, that owns, acquires, renovates, develops, and manages apartment communities. The General Partner was formed in 1972 as a Virginia corporation and changed its state of incorporation from Virginia to Maryland in September 2003. At December 31, 2015, the General Partner’s consolidated real estate portfolio included 133 communities located in 10 states and the District of Columbia with a total of 40,728 apartment homes. In addition, the General Partner had an ownership interest in 28 communities with 6,696 completed apartment homes through unconsolidated operating communities.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles (“GAAP”) requires management to use judgment in the application of accounting policies, including making estimates and assumptions. A critical accounting policy is one that is both important to our financial condition and results of operations as well as involves some degree of uncertainty. Estimates are prepared based on management’s assessment after considering all evidence available. Changes in estimates could affect our financial position or results of operations. Below is a discussion of the accounting policies that we consider critical to understanding our financial condition or results of operations where there is uncertainty or where significant judgment is required. A discussion of our significant accounting policies, including further discussion of the accounting policies described below, can be found in Note 2, *Significant Accounting Policies*, to the Notes to the Operating Partnership’s Consolidated Financial Statements included in this Report.

Cost Capitalization

In conformity with GAAP, we capitalize those expenditures that materially enhance the value of an existing asset or substantially extend the useful life of an existing asset. Expenditures necessary to maintain an existing property in ordinary operating condition are expensed as incurred.

In addition to construction costs, we capitalize costs directly related to the predevelopment, development, and redevelopment of a capital project, which include, but are not limited to, interest, real estate taxes, insurance, and allocated development and redevelopment overhead related to support costs for personnel working on the capital projects. We use our professional judgment in determining whether such costs meet the criteria for capitalization or must be expensed as incurred. These costs are capitalized only during the period in which activities necessary to ready an asset for its intended use are in progress and such costs are incremental and identifiable to a specific activity to get the asset ready for its intended use. As each home in a capital project is completed and becomes available for lease-up, the Operating Partnership ceases capitalization on the related portion. The costs capitalized are reported on the Consolidated Balance Sheets as *Total real estate owned, net of accumulated depreciation*. Amounts capitalized during the years ended December 31, 2015, 2014, and 2013, were \$0.9 million, \$4.9 million, and \$8.4 million, respectively.

Impairment of Long-Lived Assets

We record impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by the future operation and disposition of those assets are less than the net book value of those assets. Our cash flow estimates are based upon historical results adjusted to reflect our best estimate of future market and operating conditions and our estimated holding periods. The net book value of impaired assets is reduced to fair market value. Our estimates of fair market value represent our best estimate based primarily upon unobservable inputs related to rental rates, operating costs, growth rates, discount rates, capitalization rates, industry trends and reference to market rates and transactions.

Real Estate Investment Properties

We purchase real estate investment properties from time to time and record the fair value to various components, such as land, buildings, and intangibles related to in-place leases, based on the fair value of each component. In making estimates of fair values for purposes of allocating purchase price, we utilize various sources, including independent appraisals, our own analysis of recently acquired and existing comparable properties in our portfolio and other market data. The fair value of buildings is determined as if the buildings were vacant upon acquisition and subsequently leased at market rental rates. As such, the determination of fair value considers the present value of all cash flows expected to be generated from the property including an initial lease-up period. We determine the fair value of in-place leases by assessing the net effective rent and remaining term of the lease relative to market terms for similar leases at acquisition. In addition, we consider the cost of acquiring similar leases, the foregone rents associated with the lease-up period, and the carrying costs associated with the lease-up period. The fair value of in-place leases is recorded and amortized as amortization expense over the remaining average contractual lease period.

Summary of Real Estate Portfolio by Geographic Market

The following table summarizes our market information by major geographic markets as of and for the year ended December 31, 2015.

Same-Store Communities	As of December 31, 2015				Year Ended December 31, 2015		
	Number of Apartment Communities	Number of Apartment Homes	Percentage of Total Carrying Value	Total Carrying Value (in thousands)	Average Physical Occupancy	Monthly Income per Occupied Home (a)	Net Operating Income (in thousands)
West Region							
Orange County, CA	7	2,535	12.4%	\$ 448,682	95.9%	\$ 1,790	\$ 39,259
San Francisco, CA	7	1,688	10.6%	384,678	96.7%	2,688	41,008
Seattle, WA	5	932	5.9%	215,779	97.2%	1,673	13,150
Los Angeles, CA	2	344	3.0%	108,828	96.4%	2,313	6,527
Monterey Peninsula, CA	7	1,565	4.5%	164,950	97.0%	1,344	17,730
Other Southern California	2	516	2.5%	91,258	95.8%	1,751	7,557
Portland, OR	2	476	1.3%	46,902	97.5%	1,303	5,278
Mid-Atlantic Region							
Metropolitan D.C.	4	1,315	7.8%	282,869	96.5%	3,098	31,051
Baltimore, MD	4	816	3.5%	127,840	96.4%	1,426	9,250
Southeast Region							
Nashville, TN	6	1,612	3.8%	137,498	97.5%	1,087	14,105
Tampa, FL	2	942	2.8%	102,100	97.0%	1,276	9,235
Other Florida	1	636	2.3%	82,192	96.6%	1,423	6,766
Northeast Region							
New York, NY	2	996	16.5%	600,588	97.9%	3,689	34,339
Boston, MA	1	387	1.9%	68,494	96.4%	3,631	11,578
Southwestern Region							
Dallas, TX	—	—	—	—	—	—	10,985
Austin, TX	—	—	—	—	—	—	2,191
Total/Average Same-Store Communities	52	14,760	78.8%	2,862,658	96.8%	\$ 2,103	260,009

Non Mature, Commercial Properties & Other	5	2,214	21.2%	768,247		57,588
Total Real Estate Owned	57	16,974	100%	3,630,905		\$ 317,597
Total Accumulated Depreciation				(1,281,258)		
Total Real Estate Owned, Net of Accumulated Depreciation				\$ 2,349,647		

- (a) Monthly Income per Occupied Home represents total revenues divided by the product of occupancy and the number of mature apartment homes.

We report in two segments: *Same-Store Communities* and *Non-Mature Communities/Other*.

Our *Same-Store Communities* segment represents those communities acquired, developed, and stabilized prior to January 1, 2014 and held as of December 31, 2015. These communities were owned and had stabilized occupancy and operating expenses as of the beginning of the prior year, there is no plan to conduct substantial redevelopment activities, and the communities are not classified as held for sale at year end. A community is considered to have stabilized occupancy once it achieves 90% occupancy for at least three consecutive months.

Our *Non-Mature Communities/Other* segment represents those communities that do not meet the criteria to be included in *Same-Store Communities*, including, but not limited to, recently acquired, developed and redeveloped communities, and the non-apartment components of mixed use properties.

Liquidity and Capital Resources

Liquidity is the ability to meet present and future financial obligations either through operating cash flows, the sale of properties, and the issuance of debt. Both the coordination of asset and liability maturities and effective capital management are important to the maintenance of liquidity. The Operating Partnership's primary source of liquidity is cash flow from operations as determined by rental rates, occupancy levels, and operating expenses related to our portfolio of apartment homes and borrowings allocated to us under the General Partner's credit agreements. The General Partner will routinely use its unsecured credit facility to temporarily fund certain investing and financing activities prior to arranging for longer-term financing or the issuance of equity or debt securities. During the past several years, proceeds from the sale of real estate have been used for both investing and financing activities as we repositioned our portfolio.

We expect to meet our short-term liquidity requirements generally through net cash provided by operations and borrowings allocated to us under the General Partner's credit agreements. We expect to meet certain long-term liquidity requirements such as scheduled debt maturities and potential property acquisitions through borrowings and the disposition of properties. We believe that our net cash provided by operations and borrowings will continue to be adequate to meet both operating requirements and the payment of distributions. Likewise, the budgeted expenditures for improvements and renovations of certain properties are expected to be funded from property operations, and borrowings allocated to us under the General Partner's credit agreements.

Future Capital Needs

Future capital expenditures are expected to be funded with proceeds from the issuance of secured debt or unsecured debt, sales of properties, borrowings allocated to us under our General Partner's credit agreements, and to a lesser extent, from cash flows provided by operating activities.

As of December 31, 2015, the Operating Partnership had approximately \$30.5 million of principal payments on secured debt maturing in 2016. We anticipate that we will repay that debt with operating cash flows or proceeds from borrowings allocated to us under our General Partner's credit agreements. The repayment of debt will be recorded as an offset to the *Advances (to)/from General Partner*.

Statements of Cash Flows

The following discussion explains the changes in *Net cash provided by/(used in) operating activities*, *Net cash provided by/(used in) investing activities*, and *Net cash provided by/(used in) financing activities* that are presented in our Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014, and 2013.

Operating Activities

For the year ended December 31, 2015, *Net cash provided by/(used in) operating activities* was \$226.8 million compared to \$208.0 million for 2014. The increase in cash flow from operating activities was primarily due to improved income from continuing operations primarily driven by revenue growth at the communities.

For the year ended December 31, 2014, *Net cash provided by/(used in) operating activities* was \$208.0 million compared to \$208.3 million for 2013. The decrease in cash flow due to improved income from continuing operations was offset by changes in operating assets and liabilities.

Investing Activities

For the year ended December 31, 2015, *Net cash provided by/(used in) investing activities* was \$23.6 million compared to \$(46.7) million for 2014. The increase in cash provided by investing activities was primarily related to increased proceeds from the sales of real estate investments, partially offset by increased cash used in the acquisition of real estate assets.

For the year ended December 31, 2014, *Net cash provided by/(used in) investing activities* was \$(46.7) million compared to \$(64.0) million for 2013. The decrease in cash used in investing activities was primarily related to lower spend on development and redevelopment.

Disposition of Investments

In connection with the formation of the DownREIT Partnership in October 2015, the Operating Partnership contributed seven operating communities to the DownREIT Partnership. The Operating Partnership recorded its contribution to the DownREIT Partnership at book value and consequently deferred a gain of \$296.4 million. As a result of the contribution, the

Operating Partnership lost its controlling interest and deconsolidated the seven operating communities. The Operating Partnership accounts for its investment in the DownREIT Partnership under the equity method of accounting as described in Note 5, *Unconsolidated Entities*.

During the year ended December 31, 2015, the Operating Partnership sold five communities with a total of 1,149 apartment homes for gross proceeds of \$250.9 million, resulting in net proceeds of \$232.4 million and a total gain, net of tax, of \$133.5 million. A portion of the sale proceeds was designated for tax-deferred like-kind exchanges under Section 1031 of the Internal Revenue Code of 1986 ("Section 1031 exchanges") for one of the October 2015 acquisitions from Home OP. Additionally, the Operating Partnership recognized a gain of \$24.6 million, which was previously deferred, in connection with the sale of the communities held by the Texas joint venture.

During the year ended December 31, 2014 the Operating Partnership sold one community and an adjacent parcel of land in San Diego, California for gross proceeds of \$48.7 million, resulting in a \$24.4 million gain and net proceeds of \$47.9 million. The Operating Partnership also recorded gains of \$39.2 million in connection with UDR's sale of two communities in Tampa, Florida and Los Angeles, California, which were previously deferred. The total gains of \$63.6 million were included in *Gain/(loss) on sale of real estate owned* on the Consolidated Statements of Operations.

In 2013, the Operating Partnership sold two apartment communities in the Sacramento market, consisting of 914 apartment homes for gross proceeds of \$81.1 million. The Operating Partnership recognized a gain of \$41.5 million, which is included in *Income/(loss) from discontinued operations* on the Operating Partnership's Consolidated Statements of Operations. Proceeds were used primarily to fund development and redevelopment activity and reduce debt.

Also in 2013, the Operating Partnership distributed the development property Los Alisos to the General Partner as a capital distribution. Upon the distribution of the property, the Operating Partnership redeemed 1,002,556 limited partnership units owned by UDR and affiliated entities and reduced its receivable from the General Partner by \$53.7 million, resulting in a net capital reduction of \$77.0 million.

Financing Activities

For the year ended December 31, 2015, *Net cash provided by/(used in) financing activities* was \$(247.7) million compared to \$(162.8) million for 2014. The increase in cash used in financing activities was primarily due to increased advances to the General Partner.

For the year ended December 31, 2014, *Net cash provided by/(used in) financing activities* was \$(162.8) million compared to \$(145.3) million for 2013. The increase in cash used in financing activities was primarily due to increased advances to the General Partner, partially offset by decreased payments on secured debt and proceeds from the issuance of secured debt.

Credit Facilities

As of December 31, 2015, an aggregate commitment of \$421.0 million of the General Partner's secured credit facilities with Fannie Mae was allocated to the Operating Partnership based on the ownership of the assets securing the debt. The entire commitment was outstanding at December 31, 2015. The Fannie Mae credit facilities mature at various dates from May 2017 through July 2023 and bear interest at floating and fixed rates. At December 31, 2015, \$250.8 million of the outstanding balance was fixed at a weighted average interest rate of 5.08% and the remaining balance of \$170.2 million on these facilities had a weighted average variable interest rate of 1.90%. During 2013, the General Partner reallocated an additional \$13.7 million of the Fannie Mae credit facilities to the Operating Partnership.

The Operating Partnership is a guarantor on the General Partner's unsecured revolving credit facility, with an aggregate borrowing capacity of \$1.1 billion, \$300 million of medium-term notes due June 2018, \$300 million of medium-term notes due October 2020, a \$350 million term loan facility due January 2021, \$400 million of medium-term notes due January 2022, \$300 million of medium-term notes due July 2024, and \$300 million of medium-term notes due October 2025. As of December 31, 2015, there were \$150.0 million outstanding borrowings under the unsecured credit facility. As of December 31, 2014, there was \$152.5 million outstanding balance under the unsecured credit facility.

The credit facilities are subject to customary financial covenants and limitations.

Interest Rate Risk

We are exposed to interest rate risk associated with variable rate notes payable and maturing debt that has to be refinanced. We do not hold financial instruments for trading or other speculative purposes, but rather issue these financial instruments to finance our portfolio of real estate assets. Interest rate sensitivity is the relationship between changes in market interest rates and the fair value of market rate sensitive assets and liabilities. Our earnings are affected as changes in short-term interest rates impact our cost of variable rate debt and maturing fixed rate debt. We had \$196.6 million in variable rate debt that is not subject to interest rate swap contracts as of December 31, 2015. If market

interest rates for variable rate debt increased by 100 basis points, our interest expense would increase by \$2.0 million based on the balance at December 31, 2015.

These amounts are determined by considering the impact of hypothetical interest rates on our borrowing cost. These analyses do not consider the effects of the adjusted level of overall economic activity that could exist in such an environment. Further, in the event of a change of such magnitude, management would likely take actions to further mitigate our exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, the sensitivity analysis assumes no change in our financial structure.

The General Partner also utilizes derivative financial instruments allocated to the Operating Partnership to manage interest rate risk and generally designates these financial instruments as cash flow hedges. See Note 9, *Derivatives and Hedging Activity*, in the Notes to the Operating Partnership's Consolidated Financial Statements included in this Report for additional discussion of derivative instruments.

Results of Operations

The following discussion explains the changes in results of operations that are presented in our Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013, and includes the results of both continuing and discontinued operations for the periods presented.

Net Income(Loss) Attributable to OP Unitholders

2015 -vs- 2014

Net income/(loss) attributable to OP unitholders was \$213.3 million (\$1.16 per OP Unit) for the year ended December 31, 2015 as compared to \$96.2 million (\$0.53 per OP Unit) for the the prior year. The increase resulted primarily from the following items, all of which are discussed in further detail elsewhere within this Report:

- the Operating Partnership sold five communities with a total of 1,149 apartment homes for gross proceeds of \$250.9 million, resulting in net proceeds of \$232.4 million and a total gain, net of tax, of \$133.5 million. Additionally, the Operating Partnership recognized a gain of \$24.6 million, which was previously deferred, in connection with the sale of the communities held by the Texas joint venture.
- in connection with the formation of the DownREIT Partnership, the Operating Partnership contributed seven operating communities to the DownREIT Partnership. The Operating Partnership recorded its contribution to the DownREIT Partnership at book value and consequently deferred a gain of \$296.4 million. As a result of the contribution, the Operating Partnership lost its controlling interest and deconsolidated the seven operating communities. The Operating Partnership accounts for its investment in the DownREIT Partnership under the equity method of accounting as described in Note 5, *Unconsolidated Entities*.
- an increase in total property NOI primarily due to higher occupancy and higher revenue per occupied home, and NOI from the homes placed in service related to development and redevelopment projects completed in 2015 and 2014.

This was partially offset by:

- a \$4.7 million loss from unconsolidated entities related to the DownREIT Partnership that was formed in 2015.

2014 -vs- 2013

Net income/(loss) attributable to OP unitholders was \$96.2 million (\$0.53 per OP Unit) for the year ended December 31, 2014 as compared to \$73.4 million (\$0.40 per OP Unit) for the the prior year. The increase resulted primarily from the following items, all of which are discussed in further detail elsewhere within this Report:

- the Operating Partnership sold one community and an adjacent parcel of land in San Diego, California for gross proceeds of \$48.7 million, resulting in a \$24.4 million gain and net proceeds of \$47.9 million. The Operating Partnership also recorded gains of \$39.2 million in connection with UDR's sale of two communities in Tampa, Florida and Los Angeles, California, which were previously deferred;
- an increase in total property NOI primarily due to higher occupancy and higher revenue per occupied home, and NOI from the homes placed in service related to development and redevelopment projects completed in 2014 and 2013, partially offset by the disposition of communities in 2014 and 2013.

This was partially offset by:

- casualty-related recoveries in 2013 resulting from the effects of Hurricane Sandy on two of our New York City communities in 2012 (see Note 14, *Casualty-Related (Recoveries)/Charges*, in the Notes to the Operating Partnership's Consolidated Financial Statements for more details).

Apartment Community Operations

Our net income results primarily from NOI generated from the operation of our apartment communities. The Operating Partnership defines NOI, which is a non-GAAP financial measure, as rental income less direct property rental expenses. Rental income represents gross market rent less adjustments for concessions, vacancy loss and bad debt. Rental expenses include real estate taxes, insurance, personnel, utilities, repairs and maintenance, administrative and marketing. Excluded from NOI is property management expense which is calculated as 2.75% of property revenue to cover regional supervision and accounting costs related to consolidated property operations and land rent.

Although the Company considers NOI a useful measure of a operating performance, NOI should not be considered an alternative to net income or net cash flow from operating activities as determined in accordance with GAAP. NOI excludes several income and expense categories as detailed in the reconciliation of NOI to *Net income/(loss) attributable to OP unitholders* below.

The following table summarizes the operating performance of our total portfolio (which includes discontinued operations) for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

	Year Ended December 31, (a)			Year Ended December 31, (b)		
	2015	2014	% Change	2014	2013	% Change
Same-Store Communities:						
Same-store rental income	\$ 360,404	\$ 353,686	1.9%	\$ 372,818	\$ 355,585	4.8%
Same-store operating expense (c)	(100,395)	(101,911)	(1.5)%	(108,225)	(106,228)	1.9%
Same-store NOI	260,009	251,775	3.3%	264,593	249,357	6.1%
Non-Mature Communities/Other NOI:						
Acquired communities NOI	1,604	—	N/A	16,417	14,998	9.5%
Sold communities NOI	12,225	13,750	(11.1)%	11	8,671	(99.9)%
Development communities NOI	2,787	(603)	562.2%	(603)	(17)	3,447.1%
Redevelopment communities NOI	34,127	29,742	14.7%	14,245	10,084	41.3%
Commercial NOI and other	6,845	5,649	21.2%	5,650	4,442	27.2%
Total non-mature communities/other NOI	57,588	48,538	18.6%	35,720	38,178	(6.4)%
Total Property NOI	\$ 317,597	\$ 300,313	5.8%	\$ 300,313	\$ 287,535	4.4%

(a) Same-store consists of 14,760 apartment homes.

(b) Same-store consists of 19,101 apartment homes.

(c) Excludes depreciation, amortization, and property management expenses.

The following table is our reconciliation of total property NOI to *Net income/(loss) attributable to OP unitholders* as reflected, for both continuing and discontinued operations, for the years ended December 31, 2015, 2014 and 2013 (*dollars in thousands*):

Year Ended December 31,

	2015	2014	2013
Total property NOI	\$ 317,597	\$ 300,313	\$ 287,535
Property management	(12,111)	(11,622)	(11,298)
Other operating expenses	(5,923)	(5,172)	(5,728)
Real estate depreciation and amortization	(169,784)	(179,176)	(181,302)
General and administrative	(27,016)	(28,541)	(24,808)
Casualty-related recoveries/(charges), net	(843)	(541)	8,083
Income/(loss) from unconsolidated entities	(4,659)	—	—
Interest expense	(40,321)	(41,717)	(36,058)
Gain/(loss) on sale of real estate owned	158,123	63,635	41,518
Net (income)/loss attributable to noncontrolling interests	(1,762)	(952)	(4,566)
Net income/(loss) attributable to OP unitholders	\$ 213,301	\$ 96,227	\$ 73,376

Same-Store Communities

2015 -vs- 2014

Our same-store community properties (those acquired, developed, and stabilized prior to January 1, 2014 and held on December 31, 2015) consisted of 14,760 apartment homes and provided 81.9% of our total NOI for the year ended December 31, 2015.

NOI for our same-store community properties increased 3.3% or \$8.2 million for the year ended December 31, 2015 compared to 2014. The increase in property NOI was primarily attributable to a 1.9% or \$6.7 million increase in property rental income and by a 1.5% or \$1.5 million decrease in operating expenses. The increase in revenues was primarily driven by a 1.5% or \$5.2 million increase in rental rates and a 1.9% or \$0.5 million increase in reimbursement and fee income. Physical occupancy increased 1.5% to 96.8% for the year ended December 31, 2015 compared to 2014.

The decrease in operating expenses was primarily driven by a 5.1% or \$0.8 million decrease in repair and maintenance expense, a 1.4% or \$0.5 million decrease in real estate tax expense and a 5.1% or \$0.3 million decrease in marketing and administrative expenses.

As a result of the percentage changes in property rental income and property operating expenses, the operating margin (property net operating income divided by property rental income) increased to 72.1% for the year ended December 31, 2015 as compared to 71.2% for 2014.

2014 -vs- 2013

Our same-store community properties (those acquired, developed, and stabilized prior to January 1, 2013 and held on December 31, 2014) consisted of 19,010 apartment homes and provided 88.1% of our total NOI for the year ended December 31, 2014.

NOI for our same-store community properties increased 6.1% or \$15.2 million for the year ended December 31, 2014 compared to 2013. The increase in property NOI was primarily attributable to a 4.8% or \$17.2 million increase in property rental income, which was partially offset by a 1.9% or \$2.0 million increase in operating expenses. The increase in revenues was primarily driven by a 3.7% or \$12.8 million increase in rental rates and a 4.0% or \$1.1 million increase in reimbursement and fee income. Physical occupancy increased 0.2% to 95.4% and total monthly income per occupied home increased by 4.6% to \$1,713 for the year ended December 31, 2014 compared to 2013.

The increase in operating expenses was primarily driven by a 4.2% or \$1.5 million increase in real estate tax caused by higher real estate valuations and a 18.7% or \$0.8 million increase in insurance expense primarily caused by a higher volume of small claims, which was partially offset by a 2.3% or \$0.4 million decrease in repairs and maintenance costs.

As a result of the percentage changes in property rental income and property operating expenses, the operating margin (property net operating income divided by property rental income) increased to 71.0% for the year ended December 31, 2014 as compared to 70.0% for 2013.

Non-Mature Communities/Other

2015 -vs- 2014

The remaining \$57.6 million or 18.1% of our total NOI during the year ended December 31, 2015 was generated from our non-mature communities/other. The Operating Partnership's non-mature communities/other consist of communities that do not meet the criteria to be included in same-store communities, which includes communities recently developed or acquired, redevelopment properties, sold properties, and non-apartment components of mixed use properties. NOI from non-mature communities/other increased 18.6% or \$9.1 million for the year ended December 31, 2015 compared to 2014. The increase was primarily driven by an increase in NOI of 14.7% or \$4.4 million from redevelopment properties, and an increase of 562.2% or \$3.4 million in development properties.

2014 -vs- 2013

The remaining \$35.7 million or 11.9% of our total NOI during the year ended December 31, 2014 was generated from our non-mature communities/other. NOI from non-mature communities/other decreased 6.4% or \$2.5 million for the year ended December 31, 2014 compared to 2013. The decrease was primarily driven by a decrease in NOI of 99.9% or \$8.7 million from properties sold during 2014 and 2013, which was partially offset by an increase in NOI of 27.2% or \$1.2 million from commercial/other properties, and an increase of 41.3% or \$4.2 million from redevelopment properties.

Real Estate Depreciation and Amortization

For the year ended December 31, 2015, real estate depreciation and amortization from continuing and discontinued operations decreased by 5.2% or \$9.4 million as compared to 2014. The decrease in depreciation and amortization for the year ended December 31, 2015 was primarily due to sold communities and fully depreciated assets partially offset by homes delivered from our development and redevelopment communities.

For the year ended December 31, 2014, real estate depreciation and amortization from continuing and discontinued operations decreased by 1.2% or \$2.1 million as compared to 2013. The decrease in depreciation and amortization for the year ended December 31, 2014 was primarily from disposition of assets in 2014 and 2013, partially offset by the depreciation from developed and redeveloped units placed in service in 2014 and 2013.

Casualty-Related Recoveries/(Charges), Net

During the year ended December 31, 2015, the Company recorded \$0.8 million of casualty-related losses due to property damage caused by the severe snow storms on the east coast in early 2015, all of which is included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

During the year ended December 31, 2014, the Company recorded \$0.5 million of casualty-related losses due to property damage incurred during an earthquake and a storm in California, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

During the year ended December 31, 2013, the Company recorded \$8.1 million of casualty-related recoveries due to damage caused by Hurricane Sandy on the east coast in October 2012, all of which is included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

Interest Expense

For the year ended December 31, 2015, interest expense decreased by 3.3% or \$1.4 million as compared to 2014, which was primarily due to lower amounts of outstanding debt during 2015.

For the year ended December 31, 2014, interest expense increased by 15.7% or \$5.7 million as compared to 2013, which was primarily due to lower portion of interest capitalized in 2014 as a result of completed developments, partially offset by a decrease in interest expense due to replacement of debt at lower rates.

Gain/(Loss) on the Sale of Real Estate Owned

During the year ended December 31, 2015, the Operating Partnership sold five communities with a total of 1,149 apartment homes for gross proceeds of \$250.9 million, resulting in net proceeds of \$232.4 million and a total gain, net of tax, of \$133.5 million. A portion of the sale proceeds was designated for a Section 1031 exchange for one of the October 2015 acquisitions from Home OP. Additionally, the Operating Partnership recognized a gain of \$24.6 million, which was previously deferred, in connection with the sale of the communities held by the Texas joint venture.

In connection with the formation of the DownREIT Partnership in October 2015, the Operating Partnership contributed seven operating communities to the DownREIT Partnership. The Operating Partnership recorded its contribution to the DownREIT Partnership at book value and consequently deferred a gain of \$296.4 million. As a result of the contribution, the Operating Partnership lost its controlling interest and deconsolidated the seven operating communities. The Operating Partnership accounts for its investment in the DownREIT Partnership under the equity method of accounting as described in Note 5, *Unconsolidated Entities*.

For the year ended December 31, 2014, the Operating Partnership sold one community and an adjacent parcel of land in San Diego, California for gross proceeds of \$48.7 million, resulting in a \$24.4 million gain and net proceeds of \$47.9 million. The Operating Partnership also recorded gains of \$39.2 million in connection with UDR's sale of two communities in Tampa, Florida and Los Angeles, California, which were previously deferred.

Due to the Operating Partnership's adoption ASU 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, effective January 1, 2014, these gains were included in *Gain/(loss) on sale of real estate owned* on the Operating Partnership's Consolidated Statements of Operations. See Note 2, *Significant Accounting Policies*, in the Notes to the Operating Partnership's Consolidated Financial Statements included in this Report for additional information.

For the year ended December 31, 2013, we recognized gains on sale of depreciable property of \$41.5 million. These gains are included in *Income/(loss) from discontinued operations* on the Operating Partnership's Consolidated Statements of Operations included in this Report. Changes in the level of gains recognized from period to period reflect the changing level of our divestiture activity from period to period as well as the extent of gains related to specific properties sold.

Net (Income)/Loss Attributable to Noncontrolling Interests

For the year ended December 31, 2015, net income attributable to noncontrolling interests was \$1.8 million as compared to \$1.0 million for 2014. The increase of \$0.8 million was primarily due to increased net income of the communities with noncontrolling interest.

For the year ended December 31, 2014, net income attributable to noncontrolling interests was \$1.0 million as compared to \$4.6 million for 2013. The decrease of \$3.6 million was primarily due to the Operating Partnership correcting an error in the General Partner's ownership interest in one of the consolidated subsidiaries resulting in a cumulative adjustment recorded in 2013 of \$3.3 million. Management believes the impact of the cumulative adjustment in 2013 is immaterial to the financial statements taken as a whole.

Inflation

We believe that the direct effects of inflation on our operations have been immaterial. While the impact of inflation primarily impacts our results through wage pressures, utilities and material costs, substantially all of our leases are for a term of one year or less, which generally enables us to compensate for any inflationary effects by increasing rents on our apartment homes. Although an extreme escalation in energy and food costs could have a negative impact on our residents and their ability to absorb rent increases, we do not believe this has had a material impact on our results for the year ended December 31, 2015.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources that are material.

Contractual Obligations

The following table summarizes our contractual obligations as of December 31, 2015 (*dollars in thousands*):

Contractual Obligations	Payments Due by Period				Total
	2016	2017-2018	2019-2020	Thereafter	
Long-term debt obligations	\$ 30,517	167,405	185,931	94,310	\$ 478,163
Interest on debt obligations (a)	17,086	30,854	12,546	5,986	66,472
Operating lease obligations — ground leases (b)	5,444	10,888	9,930	311,856	338,118

\$	53,047	\$	209,147	\$	208,407	\$	412,152	\$	882,753
----	--------	----	---------	----	---------	----	---------	----	---------

(a) Interest payments on variable rate debt instruments are based on each debt instrument's respective year-end interest rate at December 31, 2015.

(b) For purposes of our ground lease contracts, the Operating Partnership uses the minimum lease payment, if stated in the agreement. For ground lease agreements where there is a reset provision based on the communities appraised value or consumer price index but does not include a specified minimum lease payment, the Operating Partnership uses the current rent over the remainder of the lease term.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information required by this item is included in and incorporated by reference from Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of this Report.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The consolidated financial statements and related financial information required to be filed are attached to this Report. Reference is made to page F-1 of this Report for the Index to Consolidated Financial Statements and Schedules of UDR, Inc. and United Dominion Realty, L.P.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

The disclosure controls and procedures of the Company and the Operating Partnership are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Our disclosure controls and procedures are also designed to ensure that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

It should be noted that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. As a result, our disclosure controls and procedures are designed to provide reasonable assurance that such disclosure controls and procedures will meet their objectives.

As of December 31, 2015, we carried out an evaluation, under the supervision and with the participation of the Chief Executive Officer and Chief Financial Officer of the Company, which is the sole general partner of the Operating Partnership, of the effectiveness of the design and operation of the disclosure controls and procedures of the Company and the Operating Partnership. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer of the Company concluded that the disclosure controls and procedures of the Company and the Operating Partnership are effective at the reasonable assurance level described above.

Management’s Report on Internal Control over Financial Reporting

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934 for the Company and the Operating Partnership. Under the supervision and with the participation of the management, the Chief Executive Officer and Chief Financial Officer of the Company, which is the sole general partner of the Operating Partnership, conducted an evaluation of the effectiveness of the internal control over financial reporting based on the framework in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations (2013 Framework) (COSO). Based on such evaluation, management concluded that the Company’s and the Operating Partnership’s internal control over financial reporting was effective as of December 31, 2015.

Ernst & Young LLP, the independent registered public accounting firm that audited our consolidated financial statements included in this Report, has audited UDR, Inc.’s internal control over financial reporting as of December 31, 2015. The report of Ernst & Young LLP, which expresses an unqualified opinion on UDR, Inc.’s internal control over financial reporting as of December 31, 2015, is included under the heading “Report of Independent Registered Public Accounting Firm” of UDR, Inc. contained in this Report. Further, an attestation report of the registered public accounting firm of United Dominion Realty, L.P. will not be required as long as United Dominion Realty, L.P. is a non-accelerated filer.

Changes in Internal Control Over Financial Reporting

There have not been any changes in either the Company’s or the Operating Partnership’s internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) during the fourth fiscal quarter to which this Report relates that materially affected, or are reasonably likely to materially affect, the internal control over financial reporting of either the Company or the Operating Partnership.

Item 9B. OTHER INFORMATION

None.

PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is incorporated by reference to the information set forth under the headings “Proposal No. 1 - Election of Directors,” “Corporate Governance Matters,” “Audit Committee Report,” “Corporate Governance Matters-Board Leadership Structure and Committees-Audit Committee Financial Expert,” “Corporate Governance Matters-Identification and Selection of Nominees for Directors,” “Corporate Governance Matters-Board of Directors and Committee Meetings,” “Executive Officers” and “Other Matters-Section 16(a) Beneficial Ownership Reporting Compliance” in UDR, Inc.’s definitive proxy statement (our “definitive proxy statement”) for its 2016 Annual Meeting of Stockholders. UDR is the sole general partner of the Operating Partnership.

We have a code of ethics for senior financial officers that applies to our principal executive officer, all members of our finance staff, including the principal financial officer, the principal accounting officer, the treasurer and the controller, our director of investor relations, our corporate secretary, and all other Company officers. We also have a code of business conduct and ethics that applies to all of our employees.

Information regarding our codes is available on our website, *www.udr.com*, and is incorporated by reference to the information set forth under the heading “Corporate Governance Matters” in our definitive proxy statement for UDR’s 2016 Annual Meeting of Stockholders. We intend to satisfy the disclosure requirements under Item 10 of Form 8-K regarding an amendment to, or a waiver from, a provision of our codes by posting such amendment or waiver on our website.

Item 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to the information set forth under the headings “Security Ownership of Certain Beneficial Owners and Management,” “Corporate Governance Matters-Board Leadership Structure and Committees-Compensation Committee Interlocks and Insider Participation,” “Executive Compensation,” “Compensation of Directors” and “Compensation Committee Report” in the definitive proxy statement for UDR’s 2016 Annual Meeting of Stockholders. UDR is the sole general partner of the Operating Partnership.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated by reference to the information set forth under the headings “Security Ownership of Certain Beneficial Owners and Management,” “Executive Compensation” and “Executive Compensation-Equity Compensation Plan Information” in the definitive proxy statement for UDR’s 2016 Annual Meeting of Stockholders. UDR is the sole general partner of the Operating Partnership.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference to the information set forth under the heading “Security Ownership of Certain Beneficial Owners and Management,” “Corporate Governance Matters-Corporate Governance Overview,” “Corporate Governance Matters-Director Independence,” “Corporate Governance Matters-Board Leadership Structure and Committees-Independence of the Audit, Compensation and Governance Committees,” and “Executive Compensation” in the definitive proxy statement for UDR’s 2016 Annual Meeting of Stockholders. UDR is the sole general partner of the Operating Partnership. Information regarding related party transactions between UDR and the Operating Partnership is presented in Note 7, *Related Party Transactions*, of the Consolidated Financial Statements of United Dominion Realty, L.P. referenced in Part IV, Item 15(a) of this Report.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated by reference to the information set forth under the headings “Audit Matters-Audit Fees” and “Audit Matters-Pre-Approval Policies and Procedures” in the definitive proxy statement for UDR’s 2016 Annual Meeting of Stockholders. UDR is the sole general partner of the Operating Partnership.

PART IV

Item 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Report:

1. *Financial Statements.* See Index to Consolidated Financial Statements and Schedules of UDR, Inc. and United Dominion Realty, L.P. on page F-1 of this Report.

2. *Financial Statement Schedules.* See Index to Consolidated Financial Statements and Schedules of UDR, Inc. and United Dominion Realty, L.P. on page S-1 of this Report. All other schedules are omitted because they are not required, are inapplicable, or the required information is included in the financial statements or notes thereto.

3. *Exhibits.* The exhibits filed with this Report are set forth in the Exhibit Index.

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

UDR, Inc.

Date: February 23, 2016

By: /s/ Thomas W. Toomey

Thomas W. Toomey

Chief Executive Officer and President (Principal
Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below on February 23, 2016 by the following persons on behalf of the registrant and in the capacities indicated.

/s/ Thomas W. Toomey

/s/ Katherine A. Cattanach

Thomas W. Toomey

Katherine A. Cattanach

Chief Executive Officer, President, and Director (Principal
Executive Officer)

Director

/s/ Thomas M. Herzog

/s/ Mary Ann King

Thomas M. Herzog

Mary Ann King

Senior Vice President and Chief Financial Officer (Principal
Financial Officer)

Director

/s/ Mark A. Schumacher

Mark A. Schumacher

Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)

/s/ James D. Klingbeil

James D. Klingbeil

Chairman of the Board

/s/ Lynne B. Sagalyn

Lynne B. Sagalyn

Vice Chair of the Board

/s/ Robert P. Freeman

Robert P. Freeman

Director

/s/ Jon A. Grove

Jon A. Grove

Director

/s/ Clint McDonnough

Clint McDonnough

Director

/s/ Robert A. McNamara

Robert A. McNamara

Director

/s/ Mark R. Patterson

Mark R. Patterson

Director

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

UNITED DOMINION REALTY, L.P.

By: UDR, Inc., its sole general partner

Date: February 23, 2016

By: /s/ Thomas W. Toomey

Thomas W. Toomey

Chief Executive Officer and President (Principal
Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below on February 23, 2016 by the following persons on behalf of the registrant and in the capacities indicated.

/s/ Thomas W. Toomey

Thomas W. Toomey

Chief Executive Officer, President, and

Director of the General Partner (Principal Executive Officer)

/s/ Katherine A. Cattanach

Katherine A. Cattanach

Director of the General Partner

/s/ Thomas M. Herzog

Thomas M. Herzog

Senior Vice President and Chief Financial

Officer of the General Partner (Principal Financial Officer)

/s/ Mary Ann King

Mary Ann King

Director of the General Partner

/s/ Mark A. Schumacher

Mark A. Schumacher

Senior Vice President and Chief Accounting

Officer of the General Partner (Principal Accounting Officer)

/s/ Robert P. Freeman

Robert P. Freeman

Director of the General Partner

/s/ James D. Klingbeil

James D. Klingbeil

Chairman of the Board of the General Partner

/s/ Jon A. Grove

Jon A. Grove

Director of the General Partner

/s/ Lynne B. Sagalyn

Lynne B. Sagalyn

Vice Chair of the Board of the General Partner

/s/ Clint McDonnough

Clint McDonnough

Director of the General Partner

/s/ Robert A. McNamara

Robert A. McNamara

Director of the General Partner

/s/ Mark R. Patterson

Mark R. Patterson

Director of the General Partner

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND SCHEDULE

	PAGE
FINANCIAL STATEMENTS FILED AS PART OF THIS REPORT	
UDR, INC.:	
<u>Reports of Independent Registered Public Accounting Firm</u>	<u>F - 2</u>
<u>Consolidated Balance Sheets at December 31, 2015 and 2014</u>	<u>F - 4</u>
<u>Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013</u>	<u>F - 5</u>
<u>Consolidated Statements of Comprehensive Income/(Loss) for the years ended December 31, 2015, 2014, and 2013</u>	<u>F - 6</u>
<u>Consolidated Statements of Changes in Equity for the years ended December 31, 2015, 2014, and 2013</u>	<u>F - 7</u>
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014, and 2013</u>	<u>F - 8</u>
<u>Notes to Consolidated Financial Statements</u>	<u>F - 10</u>

Report of Independent Registered Public Accounting Firm	F - 53
Consolidated Balance Sheets at December 31, 2015 and 2014	F - 54
Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013	F - 55
Consolidated Statements of Comprehensive Income/(Loss) for the years ended December 31, 2015, 2014, and 2013	F - 56
Consolidated Statements of Changes in Capital for the years ended December 31, 2015, 2014, and 2013	F - 57
Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014, and 2013	F - 58
Notes to Consolidated Financial Statements	F - 59

SCHEDULES FILED AS PART OF THIS REPORT

UDR, INC.:

Schedule III- Summary of Real Estate Owned	S - 1
--	-----------------------

UNITED DOMINION REALTY, L.P.:

Schedule III- Summary of Real Estate Owned	S - 6
--	-----------------------

All other schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements and notes thereto.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of UDR, Inc.

We have audited the accompanying consolidated balance sheets of UDR, Inc. (the “Company”) as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income/(loss), changes in equity, and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of UDR, Inc. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

As discussed in Note 2 to the consolidated financial statements, the Company changed its presentation of debt issuance costs related to a recognized debt liability in the financial statements as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2015-03, “Interest-Imputation of Interest (Subtopic 835-30),” and Accounting Standards Update No. 2015-15, “Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements”. Also as discussed in Notes 2 and 3 to the consolidated financial statements, the Company changed its reporting of discontinued operations as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2014-08, “Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360), Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity”.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), UDR, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 23, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Denver, Colorado

February 23, 2016

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of UDR, Inc.

We have audited UDR, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). UDR, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting included in Item 9A. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, UDR, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of UDR, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income/(loss), changes in equity, and cash flows for each of the three years in the period ended December 31, 2015 and our report dated February 23, 2016 expressed an unqualified opinion thereon.

Denver, Colorado

February 23, 2016

F - 3

UDR, INC.**CONSOLIDATED BALANCE SHEETS****(In thousands, except share and per share data)**

	December 31, 2015	December 31, 2014
ASSETS		
Real estate owned:		
Real estate held for investment	\$ 9,053,599	\$ 8,205,627
Less: accumulated depreciation	(2,646,044)	(2,434,772)
Real estate held for investment, net	6,407,555	5,770,855
Real estate under development (net of accumulated depreciation of \$0 and \$0, respectively)	124,072	177,632
Real estate held for disposition (net of accumulated depreciation of \$830 and \$0, respectively)	11,775	—
Total real estate owned, net of accumulated depreciation	6,543,402	5,948,487
Cash and cash equivalents	6,742	15,224
Restricted cash	20,798	22,340
Notes receivable, net	16,694	14,369
Investment in and advances to unconsolidated joint ventures, net	938,906	718,226
Other assets	137,302	110,082
Total assets	\$ 7,663,844	\$ 6,828,728

LIABILITIES AND EQUITY

Liabilities:

Secured debt, net	\$ 1,376,945	\$ 1,354,321
Unsecured debt, net	2,193,850	2,210,978
Real estate taxes payable	18,786	15,978
Accrued interest payable	29,162	34,215
Security deposits and prepaid rent	36,330	34,064
Distributions payable	80,368	69,460
Accounts payable, accrued expenses, and other liabilities	81,356	91,282
Total liabilities	3,816,797	3,810,298

Commitments and contingencies (Note 14)

Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	946,436	282,480
---	---------	---------

Equity:

Preferred stock, no par value; 50,000,000 shares authorized:		
8.00% Series E Cumulative Convertible; 2,796,903 and 2,803,812 shares issued and outstanding at December 31, 2015 and 2014, respectively	46,457	46,571
Series F; 16,452,496 and 2,464,183 shares issued and outstanding at December 31, 2015 and 2014, respectively	1	—
Common stock, \$0.01 par value; 350,000,000 shares authorized:		
261,844,521 and 255,114,603 shares issued and outstanding at December 31, 2015 and 2014, respectively	2,618	2,551
Additional paid-in capital	4,447,816	4,223,747
Distributions in excess of net income	(1,584,459)	(1,528,917)
Accumulated other comprehensive income/(loss), net	(12,678)	(8,855)
Total stockholders' equity	2,899,755	2,735,097
Noncontrolling interests	856	853
Total equity	2,900,611	2,735,950
Total liabilities and equity	\$ 7,663,844	\$ 6,828,728

See accompanying notes to consolidated financial statements.

UDR, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share data)

	Year Ended December 31,		
	2015	2014	2013
REVENUES:			
Rental income	\$ 871,928	\$ 805,002	\$ 746,484
Joint venture management and other fees	22,710	13,044	12,442
Total revenues	894,638	818,046	758,926
OPERATING EXPENSES:			
Property operating and maintenance	155,096	149,428	144,319
Real estate taxes and insurance	102,963	99,175	93,765
Property management	23,978	22,138	20,528
Other operating expenses	9,708	8,271	7,136
Real estate depreciation and amortization	374,598	358,154	339,532
General and administrative	59,690	47,800	42,238
Casualty-related charges/(recoveries), net	2,335	541	(12,253)
Other depreciation and amortization	6,679	5,775	6,741
Total operating expenses	735,047	691,282	642,006
Operating income	159,591	126,764	116,920
Income/(loss) from unconsolidated entities	62,329	(7,006)	(415)
Interest expense	(121,875)	(130,454)	(126,083)
Interest income and other income/(expense), net	1,551	11,858	4,619
Income/(loss) before income taxes, discontinued operations, and gain/(loss) on sale of real estate owned	101,596	1,162	(4,959)
Tax benefit/(provision), net	3,886	15,098	7,299
Income/(loss) from continuing operations	105,482	16,260	2,340
Income/(loss) from discontinued operations, net of tax	—	10	43,942

Income/(loss) before gain/(loss) on sale of real estate owned	105,482	16,270	46,282
Gain/(loss) on sale of real estate owned, net of tax	251,677	143,572	—
Net income/(loss)	357,159	159,842	46,282
Net (income)/loss attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	(16,773)	(5,511)	(1,530)
Net (income)/loss attributable to noncontrolling interests	(3)	3	60
Net income/(loss) attributable to UDR, Inc.	340,383	154,334	44,812
Distributions to preferred stockholders — Series E (Convertible)	(3,722)	(3,724)	(3,724)
Net income/(loss) attributable to common stockholders	\$ 336,661	\$ 150,610	\$ 41,088
Income/(loss) per weighted average common share — basic:			
Income/(loss) from continuing operations attributable to common stockholders	\$ 1.30	\$ 0.60	\$ (0.01)
Income/(loss) from discontinued operations attributable to common stockholders	—	—	0.17
Net income/(loss) attributable to common stockholders	\$ 1.30	\$ 0.60	\$ 0.16
Income/(loss) per weighted average common share — diluted:			
Income/(loss) from continuing operations attributable to common stockholders	\$ 1.29	\$ 0.59	\$ (0.01)
Income/(loss) from discontinued operations attributable to common stockholders	—	—	0.17
Net income/(loss) attributable to common stockholders	\$ 1.29	\$ 0.59	\$ 0.16
Weighted average number of common shares outstanding — basic	258,669	251,528	249,969
Weighted average number of common shares outstanding — diluted	263,752	253,445	249,969

See accompanying notes to consolidated financial statements.

F - 5

UDR, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)
(In thousands)

Year Ended December 31,

	2015	2014	2013
Net income/(loss)	\$ 357,159	\$ 159,842	\$ 46,282
Other comprehensive income/(loss), including portion attributable to noncontrolling interests:			
Other comprehensive income/(loss) - derivative instruments:			
Unrealized holding gain/(loss)	(6,393)	(8,695)	(469)
(Gain)/loss reclassified into earnings from other comprehensive income/(loss)	2,262	4,834	6,851
Other comprehensive income/(loss), including portion attributable to noncontrolling interests	(4,131)	(3,861)	6,382
Comprehensive income/(loss)	353,028	155,981	52,664
Comprehensive (income)/loss attributable to noncontrolling interests	(16,468)	(5,375)	(1,720)
Comprehensive income/(loss) attributable to UDR, Inc.	\$ 336,560	\$ 150,606	\$ 50,944

See accompanying notes to consolidated financial statements.

F - 6

UDR, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(In thousands, except share and per share data)

	Preferred Stock	Common Stock	Paid-in Capital	Distributions in Excess of Net Income	Accumulated Other Comprehensive Income/(Loss), net	Noncontrolling Interests	Total
Balance at December 31, 2012	\$ 46,571	\$ 2,501	\$ 4,098,882	\$ (1,143,781)	\$ (11,257)	\$ 916	\$ 2,993,832
Net income/(loss) attributable to UDR, Inc.	—	—	—	44,812	—	—	44,812
Net income/(loss) attributable to noncontrolling interests	—	—	—	—	—	(60)	(60)
Other comprehensive income/(loss)	—	—	—	—	6,132	—	6,132
Issuance/(forfeiture) of common and restricted shares, net	—	5	9,067	—	—	—	9,072

Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership	—	1	1,816	—	—	—	1,817
Common stock distributions declared (\$0.94 per share)	—	—	—	(235,721)	—	—	(235,721)
Preferred stock distributions declared-Series E (\$1.3288 per share)	—	—	—	(3,724)	—	—	(3,724)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	(3,656)	—	—	(3,656)
Balance at December 31, 2013	46,571	2,507	4,109,765	(1,342,070)	(5,125)	856	2,812,504
Net income/(loss) attributable to UDR, Inc.	—	—	—	154,334	—	—	154,334
Net income/(loss) attributable to noncontrolling interests	—	—	—	—	—	(3)	(3)
Other comprehensive income/(loss)	—	—	—	—	(3,730)	—	(3,730)
Issuance/(forfeiture) of common and restricted shares, net	—	8	9,797	—	—	—	9,805
Issuance of common shares through public offering	—	34	99,815	—	—	—	99,849
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership	—	2	4,370	—	—	—	4,372
Common stock distributions declared (\$1.04 per share)	—	—	—	(263,503)	—	—	(263,503)
Preferred stock distributions declared-Series E (\$1.3288 per share)	—	—	—	(3,724)	—	—	(3,724)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	(73,954)	—	—	(73,954)
Balance at December 31, 2014	46,571	2,551	4,223,747	(1,528,917)	(8,855)	853	2,735,950
Net income/(loss) attributable to UDR, Inc.	—	—	—	340,383	—	—	340,383
Net income/(loss) attributable to noncontrolling interests	—	—	—	—	—	3	3
Other comprehensive income/(loss)	—	—	—	—	(3,823)	—	(3,823)
Issuance/(forfeiture) of common and restricted shares, net	—	3	10,191	—	—	—	10,194
Issuance of common shares through public offering	—	63	209,948	—	—	—	210,011
Conversion of Series E Cumulative Convertible shares	(114)	—	114	—	—	—	—
Issuance of Series F Preferred Stock	1	—	—	—	—	—	1
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership	—	1	3,816	—	—	—	3,817
Common stock distributions declared (\$1.11 per share)	—	—	—	(289,500)	—	—	(289,500)

Preferred stock distributions declared-Series E (\$1.3288 per share)	—	—	—	(3,722)	—	—	(3,722)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	(102,703)	—	—	(102,703)
Balance at December 31, 2015	\$ 46,458	\$ 2,618	\$ 4,447,816	\$ (1,584,459)	\$ (12,678)	\$ 856	\$ 2,900,611

See accompanying notes to consolidated financial statements.

F - 7

UDR, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands, except for share data)

	Year Ended December 31,		
	2015	2014	2013
Operating Activities			
Net income/(loss)	\$ 357,159	\$ 159,842	\$ 46,282
Adjustments to reconcile net income/(loss) to net cash provided by operating activities:			
Depreciation and amortization	381,277	363,929	348,231
(Gain)/loss on sale of real estate owned, net of tax	(251,677)	(143,647)	(41,919)
Impairment loss, net of tax	—	—	1,470
Tax (benefit)/provision, net	(3,886)	(15,136)	(7,299)
(Income)/loss from unconsolidated entities	(62,329)	7,006	415
Amortization of share-based compensation	18,017	13,954	9,531
Other	6,612	13,104	15,025
Changes in operating assets and liabilities:			
(Increase)/decrease in operating assets	(3,968)	(1,074)	(15,135)
Increase/(decrease) in operating liabilities	(9,590)	(5,618)	(16,699)
Net cash provided by/(used in) operating activities	431,615	392,360	339,902
Investing Activities			

Acquisition of real estate assets (net of liabilities assumed) and initial capital expenditures	(244,769)	(228,810)	—
Proceeds from sales of real estate investments, net	387,650	383,886	250,043
Development of real estate assets	(103,205)	(251,493)	(280,603)
Capital expenditures and other major improvements — real estate assets, net of escrow reimbursement	(113,400)	(96,679)	(153,676)
Capital expenditures — non-real estate assets	(4,049)	(5,497)	(7,639)
Investment in unconsolidated joint ventures	(217,642)	(222,930)	(43,291)
Distributions received from unconsolidated joint ventures	59,291	59,199	130,984
(Issuance)/repayment of notes receivable	(2,325)	68,664	(19,027)
Net cash provided by/(used in) investing activities	(238,449)	(293,660)	(123,209)

Financing Activities

Payments on secured debt	(193,958)	(80,961)	(46,564)
Proceeds from the issuance of secured debt	127,600	5,502	—
Payments on unsecured debt	(325,540)	(312,500)	(122,500)
Proceeds from the issuance of unsecured debt	299,310	298,956	299,943
Net proceeds/(repayment) of revolving bank debt	(2,500)	152,500	(76,000)
Proceeds from the issuance of common shares through public offering, net	210,011	99,849	—
Distributions paid to redeemable noncontrolling interests	(10,654)	(9,929)	(9,348)
Distributions paid to preferred stockholders	(3,722)	(3,724)	(3,724)
Distributions paid to common stockholders	(283,168)	(256,100)	(231,822)
Other	(19,027)	(7,318)	(8,544)
Net cash provided by/(used in) financing activities	(201,648)	(113,725)	(198,559)
Net increase/(decrease) in cash and cash equivalents	(8,482)	(15,025)	18,134
Cash and cash equivalents, beginning of year	15,224	30,249	12,115
Cash and cash equivalents, end of year	\$ 6,742	\$ 15,224	\$ 30,249

(In thousands, except for share data)

	Year Ended December 31,		
	2015	2014	2013
Supplemental Information:			
Interest paid during the period, net of amounts capitalized	\$ 130,240	\$ 131,815	\$ 127,877
Non-cash transactions:			
Acquisition of communities in exchange for DownREIT units and assumption of debt	660,832	—	—
Acquisition of office building in Highlands Ranch, Colorado in exchange for the assumption of debt	24,067	—	—
Fair value adjustment of debt acquired as part of acquisition of office building in Highlands Ranch, Colorado	1,363	—	—
Real estate acquired in asset exchange or upon consolidation of joint ventures	—	—	129,437
Transfer of real estate owned to investment in and advances to unconsolidated ventures	—	54,938	175,951
Secured debt assumed in the acquisitions of properties, including asset exchange and consolidation of joint ventures	—	—	63,595
Development costs and capital expenditures incurred but not yet paid	20,375	34,746	37,220
Conversion of operating partnership noncontrolling interests to common stock (112,174 shares in 2015; 153,451 shares in 2014; and 76,291 shares in 2013)	3,817	4,372	1,817

See accompanying notes to consolidated financial statements.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2015

1. CONSOLIDATION AND BASIS OF PRESENTATION

Organization and Formation

UDR, Inc. (“UDR,” the “Company,” “we,” or “our”) is a self-administered real estate investment trust, or REIT, that owns, operates, acquires, renovates, develops, redevelops, and manages apartment communities generally in high barrier-to-entry markets located in the United States. The high barrier-to-entry markets are characterized by limited land for new construction, difficult and lengthy entitlement process, expensive single-family home prices and significant employment growth potential. At December 31, 2015, our consolidated apartment portfolio consisted of 133 consolidated communities located in 18 markets consisting of 40,728 apartment homes. In addition, the Company has an ownership interest in 6,696 apartment homes through unconsolidated joint ventures.

Basis of Presentation

The accompanying consolidated financial statements of UDR include its wholly-owned and/or controlled subsidiaries (see the “Consolidated Joint Ventures” section of Note 5, *Joint Ventures and Partnerships*, for further discussion). All significant intercompany accounts and transactions have been eliminated in consolidation. Certain previously reported amounts have been reclassified to conform to the current financial statement presentation.

The accompanying consolidated financial statements include the accounts of UDR and its subsidiaries, including United Dominion Realty, L.P. (the “Operating Partnership” or the “OP”) and UDR Lighthouse DownREIT L.P. (the “DownREIT Partnership”). As of December 31, 2015 and 2014, there were 183,278,698 units in the Operating Partnership (“OP Units”) outstanding, of which 174,225,399 or 95.1% and 174,113,225 or 95.0%, respectively, were owned by UDR and 9,053,299 or 4.9% and 9,165,473 or 5.0%, respectively, were owned by outside limited partners. As of December 31, 2015, there were 32,367,380 units in the DownREIT Partnership (“DownREIT Units”) outstanding, of which 16,229,407 or 50.1% were owned by UDR (of which, 13,470,651 or 41.6% were held by the Operating Partnership) and 16,137,973 or 49.9% were owned by outside limited partners. The consolidated financial statements of UDR include the noncontrolling interests of the unitholders in the Operating Partnership and DownREIT Partnership.

The Company evaluated subsequent events through the date its financial statements were issued. No significant recognized or non-recognized subsequent events were noted other than those mentioned in Note 4, *Real Estate Owned* and Note 6, *Secured and Unsecured Debt, Net*.

2. SIGNIFICANT ACCOUNTING POLICIES

Recent Accounting Pronouncements

In April 2014, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, which incorporates a requirement that a disposition represent a strategic shift in an entity’s operations into the definition of a discontinued operation. In accordance with the ASU, a discontinued operation represents (1) a component of an entity or group of components that has been disposed of or is classified as held for sale in a single transaction and represents a strategic shift that has or will have a major effect on an entity’s financial results, or (2) an acquired business that is classified as held for sale on the date of acquisition. A strategic shift could include a disposal of (1) a separate major line of business, (2) a separate major geographic area of operations, (3) a major equity method investment, or (4) other major parts of an entity. The standard requires prospective application and will be effective for interim and annual periods beginning on or after December 15, 2014, with early adoption permitted. The early adoption provision excludes components of an entity that were sold or classified as held for sale prior to the adoption of the standard.

The Company elected to early adopt this standard effective January 1, 2014, which had a significant impact on the Company’s consolidated financial statements as further discussed in Note 3, *Discontinued Operations*. Subsequent to the Company’s adoption of ASU 2014-08, the sale of real estate that does not meet the definition of a discontinued operation under the standard is included in *Gain/(loss) on sale of real estate owned, net of tax* on the Consolidated Statements of Operations.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. The standard provides companies with a single model for use in accounting for revenue arising from contracts with customers and supersedes current

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

revenue recognition guidance, including industry-specific revenue guidance. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The standard specifically excludes lease contracts. The ASU allows for the use of either the full or modified retrospective transition method, and the standard will be effective for the Company on January 1, 2017; early adoption is not permitted. The Company has not yet selected a transition method and we are currently evaluating the effect that the updated standard will have on our consolidated financial statements and related disclosures.

In February 2015, the FASB issued ASU 2015-02, *Amendments to the Consolidation Analysis*, which makes changes to both the variable interest model and the voting model of consolidation. Under ASU 2015-02, companies will need to re-evaluate whether an entity meets the criteria to be considered a variable interest entity (“VIE”) or whether the consolidation of an entity should be assessed under the voting model. The new standard specifically eliminates the presumption in the current voting model that a general partner controls a limited partnership or similar entity unless that presumption can be overcome. The new standard will be effective for the Company beginning on January 1, 2016 and must be applied using a modified retrospective approach by recording a cumulative-effect adjustment to equity as of the beginning of the period of adoption or retrospectively to each period presented. The Company does not expect the adoption of the new standard to result in the consolidation of entities not previously consolidated or the deconsolidation of any entities previously consolidated. Upon adopting the new standard, the Company expects that the Operating Partnership and DownREIT Partnership will become VIEs as the limited partners of both entities lack substantive kick-out rights and substantive participating rights. The Company expects to be the primary beneficiary of, and continue to consolidate, both entities.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, to revise the presentation of debt issuance costs. Under ASU 2015-03, entities will present debt issuance costs in their balance sheet as a direct deduction from the related debt liability rather than as an asset. Amortization of the deferred costs will continue to be included in interest expense. ASU 2015-03 did not directly address presentation or subsequent measurement of issuance costs related to line-of-credit arrangements. In August 2015, the FASB issued ASU 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements*, which clarifies that such costs may be presented as an asset and subsequently amortized over the term of the line-of-credit arrangement. The cumulative guidance, which is to be applied retrospectively to all prior periods, is effective for fiscal years beginning after December 15, 2015, with early adoption permitted for financial statements that have not been previously issued.

The Company elected to early adopt ASU 2015-03 and ASU 2015-15 during the fourth quarter of 2015. As a result, for all periods presented, deferred financing costs related to secured and unsecured debt are included as reductions to *Secured debt, net* and *Unsecured debt, net*, respectively, on the accompanying Consolidated Balance Sheets and deferred financing costs related to revolving credit facilities are included within *Other assets* on the accompanying Consolidated Balance Sheets. At December 31, 2015, \$7.9 million, \$5.5 million and \$12.4 million of deferred financing costs were included within *Other assets*, *Secured debt, net*, and *Unsecured debt, net*, respectively. At December 31, 2014, the following amounts of deferred financing costs were reclassified (*in thousands*):

	<i>Deferred financing costs</i>	<i>Other assets</i>	<i>Secured debt, net</i>	<i>Unsecured Debt, net</i>
December 31, 2014				
As previously presented	\$ 22,686	\$ 105,202	\$ 1,361,529	\$ 2,221,576

Reclassification of deferred financing costs	(22,686)	4,880	(7,208)	(10,598)
As presented herein	\$ —	\$ 110,082	\$ 1,354,321	\$ 2,210,978

In September 2015, the FASB issued ASU 2015-16, *Simplifying the Accounting for Measurement-Period Adjustments*, which requires that the cumulative impact of a measurement-period adjustment, including impacts on prior periods, be

recognized in the reporting period in which the adjustment amount is determined and, therefore, eliminates the requirement to retrospectively account for the adjustment in prior periods presented. The new standard will be effective for the Company beginning on January 1, 2016 and must be applied prospectively to measurement-period adjustments that occur after the effective date. The Company will comply with the new guidance upon adoption.

Real Estate

Real estate assets held for investment are carried at historical cost and consist of land, buildings and improvements, furniture, fixtures and equipment and other costs incurred during their development, acquisition and redevelopment.

F - 11

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Expenditures for ordinary repair and maintenance costs are charged to expense as incurred. Expenditures for improvements, renovations, and replacements related to the acquisition and/or improvement of real estate assets are capitalized and depreciated over their estimated useful lives if the expenditures qualify as a betterment or the life of the related asset will be substantially extended beyond the original life expectancy.

UDR purchases real estate investment properties and records the tangible and identifiable intangible assets and liabilities acquired based on their estimated fair value. The primary, although not only, identifiable intangible asset associated with our portfolio is the value of existing lease agreements. When recording the acquisition of a community, we first assign fair value to the estimated intangible value of the existing lease agreements and then to the estimated value of the land, building and fixtures assuming the community is vacant. The Company estimates the intangible value of the lease agreements by determining the lost revenue associated with a hypothetical lease-up. Depreciation on the building is based on the expected useful life of the asset and the in-place leases are amortized over their remaining average contractual life. Property acquisition costs are expensed as incurred.

Quarterly or when changes in circumstances warrant, UDR will assess our real estate properties for indicators of impairment. In determining whether the Company has indicators of impairment in our real estate assets, we assess whether the long-lived asset's carrying value exceeds the community's undiscounted future cash flows, which is representative of projected net operating income ("NOI") plus the residual value of the community. Our future cash flow estimates are based upon historical results adjusted to reflect our best estimate of future market and operating conditions and our estimated holding periods. If such indicators of impairment are present and the carrying value exceeds the undiscounted cash flows of the community, an impairment loss is recognized equal to the excess of the carrying amount of the asset over its estimated fair value. Our estimates of fair market value represent our best estimate based primarily upon unobservable inputs related to rental rates, operating costs, growth rates, discount rates, capitalization rates, industry trends and reference to market rates and transactions.

For long-lived assets to be disposed of, impairment losses are recognized when the fair value of the asset less estimated cost to sell is less than the carrying value of the asset. Properties classified as real estate held for sale generally represent properties that are actively marketed or contracted for sale with the closing expected to occur within the next twelve months. Real estate held for sale is carried at the lower of cost, net of accumulated depreciation, or fair value, less the cost to sell, determined on an asset-by-asset basis. Expenditures for ordinary repair and maintenance costs on held for sale properties are charged to expense as incurred. Expenditures for improvements, renovations, and replacements related to held for sale properties are capitalized at cost. Depreciation is not recorded on real estate held for sale.

Depreciation is computed on a straight-line basis over the estimated useful lives of the related assets which are 35 to 55 years for buildings, 10 to 35 years for major improvements, and 3 to 10 years for furniture, fixtures, equipment, and other assets.

Predevelopment, development, and redevelopment projects and related costs are capitalized and reported on the Consolidated Balance Sheets as *Total real estate owned, net of accumulated depreciation*. The Company capitalizes costs directly related to the predevelopment, development, and redevelopment of a capital project, which include, but are not limited to, interest, real estate taxes, insurance, and allocated development and redevelopment overhead related to support costs for personnel working on the capital projects. We use our professional judgment in determining whether such costs meet the criteria for capitalization or must be expensed as incurred. These costs are capitalized only during the period in which activities necessary to ready an asset for its intended use are in progress and such costs are incremental and identifiable to a specific activity to get the asset ready for its intended use. These costs, excluding the direct costs of development and redevelopment and capitalized interest, for the years ended December 31, 2015, 2014, and 2013 were \$6.3 million, \$9.0 million and \$11.1 million, respectively. During the years ended December 31, 2015, 2014, and 2013, total interest capitalized was \$16.1 million, \$20.2 million, and \$29.4 million, respectively. As each home in a capital project is completed and becomes available for lease-up, the Company ceases capitalization on the related portion and depreciation commences over the estimated useful life.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, demand deposits with financial institutions and short-term, highly liquid investments. We consider all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. The majority of the Company's cash and cash equivalents are held at major commercial banks.

F - 12

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Restricted Cash

Restricted cash consists of escrow deposits held by lenders for real estate taxes, insurance and replacement reserves, and security deposits.

Revenue and Real Estate Sales Gain Recognition

Rental income related to leases is recognized on an accrual basis when due from residents and tenants in accordance with GAAP. Rental payments are generally due on a monthly basis and recognized when earned. The Company recognizes interest income, management and other fees and incentives when earned, and the amounts are fixed and determinable.

For sale transactions meeting the requirements for full accrual profit recognition, we remove the related assets and liabilities from our Consolidated Balance Sheets and record the gain or loss in the period the transaction closes. For sale transactions that do not meet the full accrual sale criteria due to our continuing involvement, we evaluate the nature of the continuing involvement and account for the transaction under an alternate method of accounting. Unless certain limited criteria are met, non-monetary transactions, including property exchanges, are accounted for at fair value.

Sales to entities in which we retain or otherwise own an interest are accounted for as partial sales. If all other requirements for recognizing profit under the full accrual method have been satisfied and no other forms of continuing involvement are present, we recognize profit proportionate to the outside interest in the buyer and defer the gain on the interest we retain. The Company recognizes any deferred gain when the property is sold to a third party. In transactions accounted for by us as partial sales, we determine if the buyer of the majority equity interest in the venture was provided a preference as to cash flows in either an operating or a capital waterfall. If a cash flow preference has been

provided, we recognize profit only to the extent that proceeds from the sale of the majority equity interest exceed costs related to the entire property.

Notes Receivable

The following table summarizes our notes receivable, net as of December 31, 2015 and 2014 (*dollars in thousands*):

	Interest rate at December 31, 2015	Balance Outstanding	
		December 31, 2015	December 31, 2014
Note due February 2017 (a)	10.00%	\$ 12,994	\$ 11,869
Note due July 2017 (b)	8.00%	2,500	2,500
Note due October 2020 (c)	8.00%	1,200	—
Total notes receivable, net		\$ 16,694	\$ 14,369

- (a) The Company has a secured note receivable with an unaffiliated third party with an aggregate commitment of \$13.0 million, which bears an interest rate of 10.00% per annum. During the year ended December 31, 2015, the Company loaned an additional \$1.1 million. Interest payments are due monthly. The note matures at the earliest of the following: (a) the closing of any private or public capital raising in the amount of \$5.0 million or greater; (b) an acquisition; (c) acceleration in the event of default; or (d) the fifth anniversary of the date of the note (February 2017).
- (b) The Company has a secured note receivable with an unaffiliated third party with an aggregate commitment of \$2.5 million, which bears an interest rate of 8.00% per annum. Interest payments are due monthly. The note matures at the earliest of the following: (a) the closing of any private or public capital raising in the amount of \$5.0 million or greater; (b) an acquisition; (c) acceleration in the event of default; or (d) the fifth anniversary of the date of the note (July 2017).
- (c) In October 2015, the Company entered into a secured note receivable with an unaffiliated third party with an aggregate commitment of \$2.0 million, which bears an interest rate of 8.00% per annum. During the year ended December 31, 2015, the Company loaned \$1.2 million under the note. Interest payments are due when the loan matures. The note matures at the earliest of the following: (a) the closing of any private or public capital raising in the amount of \$10.0 million or greater; (b) an acquisition; (c) acceleration in the event of default; or (d) the fifth anniversary of the date of the note (October 2020).

During the years ended December 31, 2015, 2014, and 2013, the Company recognized \$1.5 million, \$3.4 million and \$4.1 million, respectively, of interest income from notes receivable, of which \$0.0, \$0.0 and \$0.8 million, respectively, was related party interest income. Interest income is included in *Interest income and other income/(expense), net* on the Consolidated Statements of Operations.

Investment in Joint Ventures and Partnerships

We use the equity method to account for investments in joint ventures and partnerships that qualify as variable interest entities where we are not the primary beneficiary and other entities that we do not control or where we do not own a majority of the economic interest but have the ability to exercise significant influence over the operating and financial policies of the investee. Throughout these financial statements we use the term “joint venture” or “partnership” when referring to investments in entities in which we do not have a 100% ownership interest. The Company also uses the equity method when we function as the managing partner and our venture partner has substantive participating rights or where we can be replaced by our venture partner as managing partner without cause. For a joint venture or partnership accounted for under the equity method, our share of net earnings or losses is reflected as income/loss when earned/incurred and distributions are credited against our investment in the joint venture or partnership as received.

In determining whether a joint venture or partnership is a variable interest entity, the Company considers: the form of our ownership interest and legal structure; the size of our investment; the financing structure of the entity, including necessity of subordinated debt; estimates of future cash flows; ours and our partner’s ability to participate in the decision making related to acquisitions, disposition, budgeting and financing of the entity; obligation to absorb losses and preferential returns; nature of our partner’s primary operations; and the degree, if any, of disproportionality between the economic and voting interests of the entity. As of December 31, 2015, the Company did not determine any of our joint ventures or partnerships to be variable interest entities.

We evaluate our investments in unconsolidated joint ventures for events or changes in circumstances that indicate there may be an other-than-temporary decline in value. We consider various factors to determine if a decrease in the value of the investment is other-than-temporary. These factors include, but are not limited to, age of the venture, our intent and ability to retain our investment in the entity, the financial condition and long-term prospects of the entity, the fair value of the property of the joint venture, and the relationships with the other joint venture partners and its lenders. The amount of loss recognized is the excess of the investment’s carrying amount over its estimated fair value. If we believe that the decline in fair value is temporary, no impairment is recorded. The aforementioned factors are taken into consideration as a whole by management in determining the valuation of our equity method investments. Should the actual results differ from management’s judgment, the valuation could be negatively affected and may result in a negative impact to our Consolidated Financial Statements.

Derivative Financial Instruments

The Company utilizes derivative financial instruments to manage interest rate risk and generally designates these financial instruments as cash flow hedges. Derivative financial instruments are recorded on our Consolidated Balance Sheets as either an asset or liability and measured quarterly at their fair value. The changes in fair value for cash flow hedges that are deemed effective are reflected in other comprehensive income/(loss) and for non-designated derivative financial instruments in earnings. The ineffective component of cash flow hedges, if any, is recorded in earnings.

Redeemable Noncontrolling Interests in the Operating Partnership and DownREIT Partnership

Interests in the Operating Partnership and the DownREIT Partnership held by limited partners are represented by OP Units and DownREIT Units, respectively. The income is allocated to holders of OP Units/DownREIT Units based upon net income available to common stockholders and the weighted average number of OP Units/DownREIT Units outstanding to total common shares plus OP Units/DownREIT Units outstanding during the period. Capital contributions, distributions, and profits and losses are allocated to noncontrolling interests in accordance with the terms of the partnership agreements of the Operating Partnership and the DownREIT Partnership.

Limited partners of the Operating Partnership and the DownREIT Partnership have the right to require such partnership to redeem all or a portion of the OP Units/DownREIT Units held by the limited partner at a redemption price equal to and in the form of the Cash Amount (as defined in the partnership agreement of the Operating Partnership or the DownREIT Partnership, as applicable), provided that such OP Units/DownREIT Units have been outstanding for at least one year. UDR, as the general partner of the Operating Partnership and the DownREIT Partnership may, in its sole discretion, purchase the OP Units/DownREIT Units by paying to the limited partner either the Cash Amount or the REIT Share Amount (generally one share of

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Common Stock of the Company for each OP Unit/DownREIT Unit), as defined in the partnership agreement of the Operating Partnership or the DownREIT Partnership, as applicable. Accordingly, the Company records the OP Units outside of permanent equity and reports the OP Units at their redemption value using the Company's stock price at each balance sheet date.

Income Taxes

Due to the structure of the Company as a REIT and the nature of the operations for the operating properties, no provision for federal income taxes has been provided for at UDR. Historically, the Company has generally incurred only state and local excise and franchise taxes. UDR has elected for certain consolidated subsidiaries to be treated as taxable REIT subsidiaries ("TRS").

Income taxes for our TRS are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rate is recognized in earnings in the period of the enactment date. The Company's deferred tax assets are generally the result of differing depreciable lives on capitalized assets and timing of expense recognition for certain accrued liabilities. As of December 31, 2015 and 2014, UDR's net deferred tax asset of \$11.8 million, net of valuation allowance of \$0.1 million, and \$7.0 million, which had no valuation allowance, respectively, was included in *Other assets* on the Consolidated Balance Sheets.

GAAP defines a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. GAAP also provides guidance on derecognition, classification, interest and penalties, accounting for interim periods, disclosure and transition.

The Company recognizes its tax positions and evaluates them using a two-step process. First, UDR determines whether a tax position is more likely than not (greater than 50 percent probability) to be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The Company will determine the amount of benefit to recognize and record the amount that is more likely than not to be realized upon ultimate settlement.

UDR had no material unrecognized tax benefit, accrued interest or penalties at December 31, 2015. UDR and its subsidiaries are subject to federal income tax as well as income tax of various state and local jurisdictions. The tax years 2011 through 2014 remain open to examination by tax jurisdictions to which we are subject. When applicable, UDR recognizes interest and/or penalties related to uncertain tax positions in income tax expense.

Discontinued Operations

Prior to the adoption of ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, the results of operations for those properties sold during the year or classified as held for sale at the end of the current year were classified as discontinued operations in the current and prior periods. Further, to meet the discontinued operations criteria, the Company will not have any significant continuing involvement in the ownership or operation of the property after the sale or disposition. Once a property is classified as held for sale, depreciation is no longer recorded. However, if the Company determines that the property no longer meets the criteria for held for sale, the Company will recapture any unrecorded depreciation on the property. The assets and liabilities, if any, of properties classified as held for sale are presented separately on the Consolidated Balance Sheets at the lower of their carrying amount or their estimated fair value less the costs to sell the assets. (See Note 3, *Discontinued Operations and Assets Held for Sale*, for further discussion).

Stock-Based Employee Compensation Plans

The Company measures the cost of employee services received in exchange for an award of an equity instrument based on the award's fair value on the grant date and recognizes the cost over the period during which the employee is required to provide service in exchange for the award, which is generally the vesting period. The fair value for stock options issued by the Company is calculated utilizing the Black-

Scholes-Merton formula. For performance based awards, the Company remeasures the fair value each balance sheet date with adjustments made on a cumulative basis until the award is settled and the final compensation is known. The fair value for market based awards issued by the Company is calculated utilizing a Monte Carlo simulation. For further discussion, see Note 9, *Employee Benefit Plans*.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Advertising Costs

All advertising costs are expensed as incurred and reported on the Consolidated Statements of Operations within the line item *General and administrative*. During the years ended December 31, 2015, 2014, and 2013, total advertising expense was \$6.4 million, \$6.0 million, and \$5.7 million, respectively.

Cost of Raising Capital

Costs incurred in connection with the issuance of equity securities are deducted from stockholders' equity. Costs incurred in connection with the issuance or renewal of debt are recorded based on the terms of the debt issuance or renewal. Accordingly, if the terms of the renewed or modified debt instrument are deemed to be substantially different (i.e. a 10 percent or greater difference in the cash flows between instruments), all unamortized financing costs associated with the extinguished debt are charged to earnings in the current period and certain costs of new debt issuances are capitalized and amortized over the term of the debt. When the cash flows are not substantially different, the lender costs associated with the renewal or modification are capitalized and amortized into interest expense over the remaining term of the related debt instrument and other related costs are expensed. The balance of any unamortized financing costs associated with retired debt is expensed upon retirement. Deferred financing costs for new debt instruments include fees and costs incurred by the Company to obtain financing. Deferred financing costs are generally amortized on a straight-line basis, which approximates the effective interest method, over a period not to exceed the term of the related debt.

Comprehensive Income/(Loss)

Comprehensive income/(loss), which is defined as the change in equity during each period from transactions and other events and circumstances from nonowner sources, including all changes in equity during a period except for those resulting from investments by or distributions to stockholders, is displayed in the accompanying Consolidated Statements of Comprehensive Income/(Loss). For the years ended December 31, 2015, 2014, and 2013, the Company's other comprehensive income/(loss) consisted of the gain/(loss) (effective portion) on derivative instruments that are designated as and qualify as cash flow hedges, (gain)/loss on derivative instruments and marketable securities reclassified from other comprehensive income/(loss) into earnings, and the allocation of other comprehensive income/(loss) to redeemable noncontrolling interests. The (gain)/loss on derivative instruments reclassified from other comprehensive income/(loss) is included in interest expense in the accompanying Consolidated Statements of Operations. See Note 13, *Derivatives and Hedging Activity*, for further discussion. The (gain)/loss on marketable securities reclassified from other comprehensive income/(loss) is included in *Interest income and other income/(expense), net* on the Consolidated Statements of Operations. The allocation of other comprehensive income/(loss) to redeemable noncontrolling interests during the years ended December 31, 2015, 2014, and 2013 was \$(0.3) million, \$(0.1) million, and \$0.3 million, respectively.

Use of Estimates

The preparation of these financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities at the dates of the financial statements and the amounts of revenues and expenses during the reporting periods. Actual amounts realized or paid could differ from those estimates.

Market Concentration Risk

The Company is subject to increased exposure from economic and other competitive factors specific to markets where the Company holds a significant percentage of the carrying value of its real estate portfolio. At December 31, 2015, the Company held greater than 10% of the carrying value of its real estate portfolio in the Orange County, California; Metropolitan D.C.; and New York, New York markets.

3. DISCONTINUED OPERATIONS AND ASSETS HELD FOR SALE

Effective January 1, 2014, UDR prospectively adopted ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, for all communities not previously sold or classified as held for sale. The standard had a material impact on the Company's consolidated financial statements. As a result of adopting the ASU, during the years ended December 31, 2015 and 2014, gains, net of tax, of \$251.7 million and \$142.5 million (excluding a \$1.1 million gain related to the sale of land) respectively, are included in *Gain/(loss) on sale of real estate owned, net of tax* on the Consolidated Statements of Operations rather than in *Income/(loss) from discontinued operations, net of tax* on the Consolidated Statements of Operations.

F - 16

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Prior to the prospective adoption of ASU 2014-08, FASB Accounting Standards Codification ("ASC") Subtopic 205-20 required, among other things, that the primary assets and liabilities and the results of operations of UDR's real properties that have been sold or are held for disposition, be classified as discontinued operations and segregated in UDR's Consolidated Statements of Operations and Consolidated Balance Sheets. Consequently, the primary assets and liabilities and the net operating results of those properties sold or classified as held for disposition prior to January 1, 2014 are accounted for as discontinued operations for all periods presented. This presentation does not have an impact on net income available to common stockholders; it only results in the reclassification of the operating results within the Consolidated Statements of Operations for the periods ended December 31, 2014, and 2013.

During 2014, the Company sold one operating property that was classified as held for disposition prior to the adoption of ASU 2014-08 and, therefore, met the requirements to be reported as a discontinued operation. The sale of this property resulted in an immaterial gain, net of tax, of \$0.1 million. The gain, net of tax, and operating results of the property for the years ended December 31, 2014, and 2013, are included in *Income/(loss) from discontinued operations, net of tax* on the Consolidated Statements of Operations.

During the year ended December 31, 2013, the Company sold two communities in the Sacramento market with 914 apartment homes for gross proceeds of \$81.1 million.

During the years ended December 31, 2015, 2014, and 2013, UDR recognized net gains on the sale of depreciable properties, before tax, of \$0.0, \$0.1 million, and \$41.9 million, respectively, which are included in *Income/(loss) from discontinued operations, net of tax* on the Consolidated Statements of Operations.

The following is a summary of *Income/(loss) from discontinued operations, net of tax* for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

Year Ended December 31,

2015	2014	2013
------	------	------

Rental income	\$	—	\$	147	\$	9,152
Rental expenses		—		225		3,511
Property management		—		4		252
Real estate depreciation		—		—		1,958
Interest income and other (income)/expense, net		—		21		(62)
Income/(loss) attributable to disposed properties and assets held for sale		—		(103)		3,493
Net gain/(loss) on the sale of depreciable property		—		75		41,919
Impairment charges		—		—		(2,355)
Income tax benefit/(provision)		—		38		885
Income/(loss) from discontinued operations, net of tax	\$	—	\$	10	\$	43,942
Income/(loss) from discontinued operations attributable to UDR, Inc.	\$	—	\$	10	\$	42,364

F - 17

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

4. REAL ESTATE OWNED

Real estate assets owned by the Company consist of income producing operating properties, properties under development, land held for future development, and sold or held for sale properties. As of December 31, 2015, the Company owned and consolidated 133 communities in 10 states plus the District of Columbia totaling 40,728 apartment homes. The following table summarizes the carrying amounts for our real estate owned (at cost) as of December 31, 2015 and 2014 (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Land	\$ 1,833,156	\$ 1,790,281
Depreciable property — held and used:		
Land improvements	173,821	189,940
Building, improvements, and furniture, fixtures and equipment	7,046,622	6,225,406

Under development:		
Land	78,085	24,584
Building, improvements, and furniture, fixtures and equipment	45,987	153,048
Real estate held for disposition:		
Land	9,963	—
Building, improvements, and furniture, fixtures and equipment	2,642	—
Real estate owned	9,190,276	8,383,259
Accumulated depreciation	(2,646,874)	(2,434,772)
Real estate owned, net	\$ 6,543,402	\$ 5,948,487

Acquisitions

In October 2015, the Company completed the acquisition of six Washington, D.C. area properties from Home Properties, L.P., a New York limited partnership (“Home OP”), for a total contractual purchase price of \$900.6 million, which was comprised of \$564.8 million of newly issued units of limited partnership interest (“DownREIT Units”) in the newly formed DownREIT Partnership issued at \$35 per unit (a total of 16.1 million units), the assumption of \$89.3 million of debt, \$221.0 million of reverse tax-deferred like-kind exchanges under Section 1031 of the Internal Revenue Code of 1986 (“Section 1031 exchanges”), and \$25.5 million of cash. In addition, the Company issued approximately 14.0 million shares of its Series F Preferred Stock to former limited partners of Home OP, which had the right to subscribe for one share of Series F Preferred Stock for each DownREIT Unit issued in connection with the acquisitions.

The Company holds a 50.1% controlling ownership interest in, and consolidates, the DownREIT Partnership. See Note 11, *Noncontrolling Interests*, for additional information regarding the DownREIT Partnership formation and the Company’s controlling rights in the partnership.

Of the six properties acquired from Home OP, four were acquired through the DownREIT Partnership, one was acquired by the Company through a reverse Section 1031 exchange and one was acquired by the Operating Partnership through a reverse Section 1031 exchange, as reflected in the following table:

F - 18

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Property	Location
Eleven55 Ripley ^(a)	Silver Spring, MD
Arbor Park of Alexandria ^(a)	Alexandria, VA
Newport Village ^(a)	Alexandria, VA

The Courts at Dulles ^(a)	Herndon, VA
1200 East West ^(b)	Silver Spring, MD
Courts at Huntington Station ^(c)	Alexandria, VA

(a) Acquired through the DownREIT Partnership.

(b) Acquired by the Company through a reverse Section 1031 exchange.

(c) Acquired by the Operating Partnership through a reverse Section 1031 exchange.

The Company has performed a valuation analysis of the fair market value of the assets and liabilities of the properties acquired from Home OP. The following table summarizes the allocation of the purchase price as of the acquisition date (*in thousands*):

Assets:	
Land	\$ 173,924
Buildings	708,455
Intangible assets	25,455
Total assets	907,834
Liabilities:	
Secured debt	(96,486)
Below-market in-place leases	(542)
Total liabilities	(97,028)
Total assets acquired less liabilities assumed	\$ 810,806

Substantially all acquired intangible assets will be amortized in 2016 based on the average term of acquired leases of 14 months or less.

The Company's results of operations include operating revenues of \$15.6 million and net loss from continuing operations of \$9.2 million related to the six Washington, D.C. area properties acquired from Home OP from the acquisition date to December 31, 2015.

The unaudited pro forma information below summarizes the Company's combined results of operations for the years ended December 31, 2015 and 2014 as though the above acquisition was completed on January 1, 2014. The information for the year ended December 31, 2015 includes pro forma results for the portion of the period prior to the acquisition date and actual results from the date of acquisition through the end of the period. The supplemental pro forma operating data is not necessarily indicative of what the actual results of operations would have been assuming the transaction had been completed as set forth above, nor does it purport to represent the Company's results of operations for future periods (*in thousands*):

Year Ended December 31,

	2015	2014
Pro forma revenues	\$ 943,421	\$ 877,287
Pro forma net income/(loss) attributable to common stockholders	\$ 319,385	\$ 105,875

In February 2015, the Company acquired an office building in Highlands Ranch, Colorado, for total consideration of approximately \$24.0 million, which was comprised of assumed debt. The Company's corporate offices, as well as other leased

F - 19

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

office space, are located in the acquired building. The building consists of approximately 120,000 square feet. All existing leases were assumed by the Company at the time of the acquisition.

In 2014, the Company acquired a fully-entitled land parcel for future development located in Huntington Beach, California for \$77.8 million, two communities, located in Seattle, Washington and Kirkland, Washington, with a total of 358 apartment homes for \$45.5 million and \$75.2 million, respectively, and a land parcel for future development located in Boston, Massachusetts for \$32.2 million. The four acquisitions during the year ended December 31, 2014 were accomplished through tax-deferred Section 1031 exchanges.

The Company incurred \$2.1 million, \$0.4 million and \$0.1 million of acquisition-related costs during the years ended December 31, 2015, 2014, and 2013, respectively. These expenses are reported within the line item *General and Administrative* on the Consolidated Statements of Operations.

Dispositions

During the year ended December 31, 2015, the Company sold 12 communities with a total of 2,735 apartment homes for gross proceeds of \$408.7 million, resulting in net proceeds of \$387.7 million and a total gain of \$251.7 million. A portion of the sale proceeds was designated for tax-deferred Section 1031 exchanges for a 2014 acquisition and the October 2015 acquisitions.

During the year ended December 31, 2014, the Company sold nine communities consisting of a total of 2,500 apartment homes, an adjacent parcel of land, and one operating property for gross proceeds of \$328.4 million, resulting in net proceeds of \$324.4 million and a total gain, net of tax, of \$138.6 million. A portion of the sale proceeds was designated for tax-deferred Section 1031 exchanges that was used to fund acquisitions of real estate as discussed above.

In December 2014, the Company sold a 49% interest in 13th and Market and a 50% interest in 3033 Wilshire to MetLife for approximately \$54.2 million and \$8.3 million, respectively, and recognized, net of tax, a gain of \$7.2 million and a loss of \$2.2 million,

respectively. Subsequent to the sale, the two communities are accounted for under the equity method of accounting and are included in *Investment in and advances to unconsolidated joint ventures, net* on the Consolidated Balance Sheets. See further discussion of this transaction in Note 5, *Joint Ventures and Partnerships*. The activity of the two communities prior to sale is classified as a component of continuing operations on the Consolidated Statements of Operations.

In February 2016, the Company sold a parcel of land located in Santa Monica, California for net proceeds of approximately \$9.6 million and a net gain of approximately \$2.1 million.

In December 2015, the Company received a nonrefundable deposit on the pending sale of a parcel of land located in Santa Monica, California. The asset is included in *Real estate held for disposition* on the Consolidated Balance Sheets as of December 31, 2015. The sale is expected to close in March 2016 at a gross sales price of \$13.5 million.

5. JOINT VENTURES AND PARTNERSHIPS

UDR has entered into joint ventures and partnerships with unrelated third parties to acquire real estate assets that are either consolidated and included in *Real Estate Owned* on the Consolidated Balance Sheets or are accounted for under the equity method of accounting, and are included in *Investment in and Advances to Unconsolidated Joint Ventures, Net* on the Consolidated Balance Sheets. The Company consolidates the entities that we control as well as any variable interest entity where we are the primary beneficiary. In addition, the Company consolidates any joint venture or partnership in which we are the general partner or managing partner and the third party does not have the ability to substantively participate in the decision-making process nor the ability to remove us as general partner or managing partner without cause.

UDR's joint ventures and partnerships are funded with a combination of debt and equity. Our losses are limited to our investment and except as noted below, the Company does not guarantee any debt, capital payout or other obligations associated with our joint ventures and partnerships.

The Company recognizes earnings or losses from our investments in unconsolidated joint ventures and partnerships consisting of our proportionate share of the net earnings or losses of the joint ventures and partnerships. In addition, we may earn fees for providing management services to the unconsolidated joint ventures and partnerships.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

The following table summarizes the Company's investment in and advances to unconsolidated joint ventures and partnerships, net, which are accounted for under the equity method of accounting as of December 31, 2015 and 2014 (*dollars in thousands*):

Joint Venture	Location of Properties	Number of Properties	Number of Apartment Homes	Investment at	UDR's Ownership Interest

		December 31, 2015	December 31, 2015	December 31, 2015	December 31, 2014	December 31, 2015	December 31, 2014
Operating and development:							
UDR/MetLife I	Various	4 land parcels	—	\$ 15,894	\$ 13,306	17.2%	15.7%
UDR/MetLife II (a)	Various	21 operating communities	4,642	425,230	431,277	50.0%	50.0%
Other UDR/MetLife Development Joint Ventures	Various	1 operating community;					
		4 development communities (b);					
		1 land parcels	1,437	171,659	134,939	50.6%	50.6%
UDR/MetLife Vitruvian Park*	Addison, TX	3 operating communities;					
		6 land parcels	1,130	73,469	80,302	50.0%	50.0%
UDR/KFH	Washington, D.C.	3 operating communities	660	17,211	21,596	30.0%	30.0%
Texas (c)	Texas	—	—	—	(25,901)	—%	20.0%
Investment in and advances to unconsolidated joint ventures, net, before participating loan investment and preferred equity investment				703,463	655,519		

				Investment at		Income from investments for the years ending December 31,			
		Location	Rate	Years To Maturity	December 31, 2015	December 31, 2014	2015	2014	2013
Participating loan investment:									
Steele Creek	Denver, CO	6.5%	1.6	90,747	62,707	\$ 5,453	\$ 2,350	\$ 156	
Preferred equity investment:									
West Coast Development Joint Venture (d)	Various	6.5%	—	144,696	—	\$ 3,692	\$ —	\$ —	
Total investment in and advances to unconsolidated joint ventures, net				\$ 938,906	\$ 718,226				

(a) In September 2015, the 717 Olympic community, which is held by the UDR/MetLife II joint venture, experienced extensive water damage due a ruptured water pipe. For the year ended December 31, 2015, the Company recorded losses of \$2.5 million, its proportionate share of the total losses incurred.

b) The number of apartment homes for the communities under development presented in the table above is based on the projected number of total homes. As of December 31, 2015, no apartment homes had been completed in Other UDR/MetLife Development Joint Ventures.

F - 21

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

(c) In January 2015, the eight communities held by the Texas joint venture were sold, generating net proceeds to UDR of \$44.2 million. The Company recorded promote and fee income of \$10.0 million and a gain of \$59.4 million (including \$24.2 million of previously deferred gains) in connection with the sale.

(d) In May 2015, the Company entered into a joint venture agreement with real estate private equity firm, The Wolff Company ("Wolff"), and agreed to pay \$136.3 million for a 48 percent ownership interest in a portfolio of five communities that are currently under construction (the "West Coast Development Joint Venture"). The communities are located in three of the Company's core, coastal markets: Metro Seattle, Los Angeles and Orange County, CA. UDR earns a 6.5 percent preferred return on its investment through each individual community's date of stabilization, defined as when a community reaches 80 percent occupancy for ninety consecutive days, while Wolff is allocated all operating income and expense during the pre-stabilization period. Upon stabilization, income and expense will be shared based on each partner's ownership percentage. The Company will serve as property manager and be paid a management fee during the lease-up phase and subsequent operation of each of the communities. Wolff is the general partner of the joint venture and the developer of the communities.

The Company has a fixed price option to acquire Wolff's remaining interest in each community beginning one year after completion. If the options are exercised for all five communities, the Company's total price will be \$597.4 million. In the event the Company does not exercise its options to purchase at least two communities, Wolff will be entitled to earn a contingent disposition fee equal to 6.5 percent return on its implied equity in the communities not acquired. Wolff is providing certain guaranties and there are construction loans on all five communities. Once completed, the five communities will contain 1,533 homes.

The Company has concluded it does not control the joint venture and accounts for it under the equity method of accounting. The Company's recorded equity investment in the West Coast Development Joint Venture at December 31, 2015 of \$144.7 million is inclusive of outside basis costs and our accrued but unpaid preferred return. During the year ended December 31, 2015, the Company earned a preferred return of \$5.2 million, offset by its share of the West Coast Development Joint Venture transaction expenses of \$1.5 million.

As of December 31, 2015 and 2014, the Company had deferred fees and deferred profit of \$6.8 million and \$24.7 million, respectively, which will be recognized through earnings over the weighted average life of the related properties, upon the disposition of the properties to a third party, or upon completion of certain development obligations.

The Company recognized \$11.3 million, \$11.3 million, and \$11.2 million of management fees during the years ended December 31, 2015, 2014, and 2013, respectively, for our management of the joint ventures and partnerships. The management fees are included in *Joint venture management and other fees* on the Consolidated Statements of Operations.

The Company may, in the future, make additional capital contributions to certain of our joint ventures and partnerships should additional capital contributions be necessary to fund development, acquisitions or operations.

We evaluate our investments in unconsolidated joint ventures and partnerships when events or changes in circumstances indicate that there may be an other-than-temporary decline in value. We consider various factors to determine if a decrease in the value of the investment is other-than-temporary. The Company did not recognize any other-than-temporary decrease in the value of its other investments in unconsolidated joint ventures or partnerships during the years ended December 31, 2015, 2014, and 2013.

Combined summary financial information relating to all of the unconsolidated joint ventures and partnerships operations (not just our proportionate share), is presented below for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

F - 22

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

As of and For the Year Ended December 31, 2015	UDR/MetLife I	UDR/MetLife II	Other UDR/MetLife Development Joint Ventures	UDR/MetLife Vitruvian Park®	UDR/KFH	Texas	Total
Condensed Statements of Operations:							
Total revenues	\$ 541	\$ 170,062	\$ 7,634	\$ 22,139	\$ 19,338	\$ —	\$ 219,714
Property operating expenses	(906)	(63,516)	(3,826)	(11,519)	(7,733)	—	(87,500)
Real estate depreciation and amortization	(818)	(46,616)	(6,897)	(6,639)	(14,522)	—	(75,492)
Operating income/(loss)	(1,183)	59,930	(3,089)	3,981	(2,917)	—	56,722
Interest expense	—	(52,037)	(2,566)	(4,848)	(5,539)	—	(64,990)
Income/(loss) from discontinued operations	(20)	—	—	—	—	184,138	184,118
Net income/(loss)	\$ (1,203)	\$ 7,893	\$ (5,655)	\$ (867)	\$ (8,456)	\$ 184,138	\$ 175,850
UDR recorded income (loss) from unconsolidated entities	\$ (513)	\$ 3,578	\$ 6,088	\$ (3,711)	\$ (2,537)	\$ 59,424	\$ 62,329

Condensed Balance Sheets:

Total real estate, net	\$ 92,915	\$ 1,942,630	\$ 604,611	\$ 273,897	\$ 221,704	\$ —	\$ 3,135,757
Cash and cash equivalents	1,202	20,767	5,996	7,185	1,320	10	36,480
Other assets	174	24,914	1,921	2,317	565	—	29,891
Total assets	94,291	1,988,311	612,528	283,399	223,589	10	3,202,128
Amount due to/(from) UDR	2	—	5,929	908	427	—	7,266
Third party debt	—	1,122,662	201,114	126,388	164,299	—	1,614,463
Accounts payable and accrued liabilities	395	24,244	62,267	7,137	1,480	—	95,523
Total liabilities	397	1,146,906	269,310	134,433	166,206	—	1,717,252
Total equity	\$ 93,894	\$ 841,405	\$ 343,218	\$ 148,966	\$ 57,383	\$ 10	\$ 1,484,876
UDR's investment in and advances to unconsolidated joint ventures	\$ 15,894	\$ 425,230	\$ 407,102	\$ 73,469	\$ 17,211	\$ —	\$ 938,906

F - 23

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

As of and For the Year Ended December 31, 2014	UDR/MetLife I	UDR/MetLife II	Other UDR/MetLife Development Joint Ventures	UDR/MetLife Vitruvian Park®	UDR/KFH	Texas	Total
Condensed Statements of Operations:							
Total revenues	\$ 727	\$ 152,047	\$ 1,579	\$ 19,376	\$ 19,724	\$ —	\$ 193,453
Property operating expenses	618	52,150	1,122	10,711	7,498	—	72,099
Real estate depreciation and amortization	2,130	41,504	3,959	7,380	14,426	—	69,399
Operating income/(loss)	(2,021)	58,393	(3,502)	1,285	(2,200)	—	51,955
Interest expense	—	(48,493)	(94)	(4,131)	(5,873)	—	(58,591)
Income/(loss) from discontinued operations	(31,802)	—	—	—	—	(4,229)	(36,031)
Net income/(loss)	\$ (33,823)	\$ 9,900	\$ (3,596)	\$ (2,846)	\$ (8,073)	\$ (4,229)	\$ (42,667)

UDR recorded income/(loss) from unconsolidated entities	\$ (2,955)	\$ 2,814	\$ 576	\$ (4,068)	\$ (2,601)	\$ (772)	\$ (7,006)
Condensed Balance Sheets:							
Total real estate, net	\$ 89,482	\$ 1,986,237	\$ 351,861	\$ 278,600	\$ 235,623	\$ —	\$ 2,941,803
Assets held for sale	1,978	—	—	—	—	214,218	216,196
Cash and cash equivalents	1,983	15,245	6,239	6,570	2,507	—	32,544
Other assets (a)	(146)	12,938	1,101	3,248	708	—	17,849
Total assets (a)	93,297	2,014,420	359,201	288,418	238,838	214,218	3,208,392
Amount due to/(from) UDR	107	(444)	843	1,960	531	—	2,997
Third party debt (a)	—	1,140,458	65,408	122,964	164,789	—	1,493,619
Liabilities held for sale	5,110	—	—	—	—	224,596	229,706
Accounts payable and accrued liabilities (a)	749	17,573	17,851	6,766	1,396	—	44,335
Total liabilities (a)	5,966	1,157,587	84,102	131,690	166,716	224,596	1,770,657
Total equity	\$ 87,331	\$ 856,833	\$ 275,099	\$ 156,728	\$ 72,122	\$ (10,378)	\$ 1,437,735
UDR's investment in and advances to unconsolidated joint ventures	\$ 13,306	\$ 431,277	\$ 197,646	\$ 80,302	\$ 21,596	\$ (25,901)	\$ 718,226

The Company elected to early adopt FASB ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, and ASU 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements*, during the fourth quarter of 2015. See Note 2, *Significant Accounting Policies*, for a complete description of the ASUs and their impact.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Under the ASUs, deferred financing costs related to debt are treated as offsets to the debt instead of assets. As a result of adopting the ASUs, the following retrospective changes were made to the above table:

For the Year Ended December 31, 2014	UDR/MetLife I	UDR/MetLife II	Other UDR/MetLife Development Joint Ventures	UDR/MetLife Vitruvian Park®	UDR/KFH	Texas	Total
Other assets - as previously reported	\$ (146)	\$ 19,589	\$ 4,203	\$ 3,933	\$ 1,128	\$ —	\$ 28,707
Deferred financing costs	—	(6,651)	(3,102)	(685)	(420)	—	(10,858)
Other assets - as presented above	\$ (146)	\$ 12,938	\$ 1,101	\$ 3,248	\$ 708	\$ —	\$ 17,849
Total assets - as previously reported	\$ 93,297	\$ 2,021,071	\$ 362,303	\$ 289,103	\$ 239,258	\$ 214,218	\$ 3,219,250
Deferred financing costs	—	(6,651)	(3,102)	(685)	(420)	—	(10,858)
Total assets - as presented above	\$ 93,297	\$ 2,014,420	\$ 359,201	\$ 288,418	\$ 238,838	\$ 214,218	\$ 3,208,392
Third party debt - as previously reported	\$ —	\$ 1,147,109	\$ 68,510	\$ 123,649	\$ 165,209	\$ —	\$ 1,504,477
Deferred financing costs	—	(6,651)	(3,102)	(685)	(420)	—	(10,858)
Third party debt - as presented above	\$ —	\$ 1,140,458	\$ 65,408	\$ 122,964	\$ 164,789	\$ —	\$ 1,493,619
Accounts payable and accrued liabilities - as previously reported	\$ 749	\$ 17,573	\$ 17,851	\$ 6,766	\$ 1,396	\$ —	\$ 44,335
Deferred financing costs	—	—	—	—	—	—	—
Accounts payable and accrued liabilities - as presented above	\$ 749	\$ 17,573	\$ 17,851	\$ 6,766	\$ 1,396	\$ —	\$ 44,335
Total liabilities - as previously reported	\$ 5,966	\$ 1,164,238	\$ 87,204	\$ 132,375	\$ 167,136	\$ 224,596	\$ 1,781,515
Deferred financing costs	—	(6,651)	(3,102)	(685)	(420)	—	(10,858)
Total liabilities - as presented above	\$ 5,966	\$ 1,157,587	\$ 84,102	\$ 131,690	\$ 166,716	\$ 224,596	\$ 1,770,657

For the Year Ended December 31, 2013	UDR/MetLife I	UDR/MetLife II	Other UDR/MetLife Development Joint Ventures	UDR/MetLife Vitruvian Park®	UDR/KFH	Texas	Total
Condensed Statements of Operations:							

Total revenues	\$ 691	\$ 109,926	\$ 5,324	\$ 7,680	\$ 19,221	\$ —	\$ 142,842
Property operating expenses	621	33,809	3,292	4,633	7,035	—	49,390
Real estate depreciation and amortization	115	30,122	3,564	3,830	14,199	—	51,830
Operating income/(loss)	(45)	45,995	(1,532)	(783)	(2,013)	—	41,622
Interest expense	—	(37,055)	(913)	(1,886)	(5,872)	—	(45,726)
Other income/(expense)	—	1	—	—	—	—	1
Income/(loss) from discontinued operations	(22,388)	—	—	—	—	(9,584)	(31,972)
Net income/(loss)	\$ (22,433)	\$ 8,941	\$ (2,445)	\$ (2,669)	\$ (7,885)	\$ (9,584)	\$ (36,075)
UDR recorded income/(loss) from unconsolidated entities	\$ (4,675)	\$ 4,471	\$ 6,224	\$ (2,851)	\$ (2,366)	\$ (1,218)	\$ (415)

F - 25

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

6. SECURED AND UNSECURED DEBT, NET

The following is a summary of our secured and unsecured debt at December 31, 2015 and 2014 (*dollars in thousands*):

	Principal Outstanding		For the Year Ended December 31, 2015		
	December 31,		Weighted Average Interest Rate	Weighted Average Years to Maturity	Number of Communities Encumbered
	2015	2014			
Secured Debt:					
Fixed Rate Debt					
Mortgage notes payable (a)	\$ 442,617	\$ 401,210	4.57%	4.5	8
Fannie Mae credit facilities (b)	514,462	568,086	5.23%	3.1	18
Deferred financing costs	(4,278)	(5,583)			

Total fixed rate secured debt, net	952,801	963,713	4.93%	3.7	26
Variable Rate Debt					
Mortgage notes payable	31,337	31,337	2.19%	1.1	1
Tax-exempt secured notes payable (c)	94,700	94,700	0.75%	7.2	2
Fannie Mae credit facilities (b)	299,378	266,196	1.71%	4.1	8
Deferred financing costs	(1,271)	(1,625)			
Total variable rate secured debt, net	424,144	390,608	1.53%	4.5	11
Total Secured Debt, net	1,376,945	1,354,321	3.88%	4.0	37

Unsecured Debt:

Variable Rate Debt

Borrowings outstanding under unsecured credit facilities due January 2020 and December 2017, respectively (d) (h)	150,000	152,500	1.19%	4.1	
Borrowings outstanding under unsecured working capital credit facility due January 2019 (e)	—	—	—%	3.0	
1.21% Term Loan Facility due January 2021 and June 2018, respectively (d) (h)	35,000	35,000	1.21%	5.1	

Fixed Rate Debt

5.25% Medium-Term Notes due January 2015 (net of discounts of \$0 and \$6, respectively) (f)	—	325,169	—%	0.0	
5.25% Medium-Term Notes due January 2016 (i)	83,260	83,260	5.25%	0.0	
6.21% Medium-Term Note due July 2016 (j)	12,091	—	6.21%	0.5	
4.25% Medium-Term Notes due June 2018 (net of discounts of \$1,037 and \$1,465, respectively) (h)	298,963	298,535	4.25%	2.4	
3.70% Medium-Term Notes due October 2020 (net of discounts of \$38 and \$46, respectively) (h)	299,962	299,954	3.70%	4.8	
1.44% Term Loan Facility due January 2021 and June 2018, respectively (d) (h)	315,000	315,000	1.44%	5.1	
4.63% Medium-Term Notes due January 2022 (net of discounts of \$2,164 and \$2,523, respectively) (h)	397,836	397,477	4.63%	6.0	
3.75% Medium-Term Notes due July 2024 (net of discounts of \$886 and \$990, respectively) (h)	299,114	299,010	3.75%	8.5	
8.50% Debentures due September 2024	15,644	15,644	8.50%	8.7	

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

4.00% Medium-Term Notes due October 2025 (net of discount of \$671 and \$0, respectively) (g) (h)	299,329	—	4.00%	9.8
Other	24	27	N/A	N/A
Deferred financing costs	(12,373)	(10,598)	N/A	N/A
Total Unsecured Debt, net	2,193,850	2,210,978	3.64%	5.7
Total Debt, net	\$ 3,570,795	\$ 3,565,299	3.74%	5.0

For purposes of classification of the above table, variable rate debt with a derivative financial instrument designated as a cash flow hedge is deemed as fixed rate debt due to the Company having effectively established a fixed interest rate for the underlying debt instrument.

Our secured debt instruments generally feature either monthly interest and principal or monthly interest-only payments with balloon payments due at maturity. As of December 31, 2015, secured debt encumbered \$2.4 billion or 25.9% of UDR's total real estate owned based upon gross book value (\$6.8 billion or 74.1% of UDR's real estate owned based on gross book value is unencumbered).

(a) At December 31, 2015, fixed rate mortgage notes payable are generally due in monthly installments of principal and interest and mature at various dates from June 2016 through November 2025 and carry interest rates ranging from 3.43% to 6.16%.

The Company will from time to time acquire properties subject to fixed rate debt instruments. In those situations, management will record the secured debt at its estimated fair value and amortize any difference between the fair value and par to interest expense over the life of the underlying debt instrument. In October 2015, the Company assumed debt with a fair market value of \$96.5 million as part of our acquisition of the six communities from Home OP, as described in Note 4, *Real Estate Owned*.

During the years ended December 31, 2015, 2014, and 2013, the Company had \$5.3 million, \$5.1 million, and \$5.1 million, respectively, of amortization expense on the fair market adjustment of debt assumed in acquisition of properties, which was included in *Interest expense* on the Consolidated Statements of Operations. The unamortized fair market adjustment was a net premium of \$10.0 million and \$6.7 million at December 31, 2015 and 2014, respectively.

(b) UDR has three secured credit facilities with Fannie Mae with an aggregate commitment of \$813.8 million at December 31, 2015. The Fannie Mae credit facilities are for terms of seven to ten years (maturing at various dates from May 2017 through July 2023) and bear interest at floating and fixed rates. At December 31, 2015, \$514.5 million of the outstanding balance was fixed at a weighted average interest rate of 5.23% and the remaining balance of \$299.4 million on these facilities had a weighted average variable interest rate of 1.71%.

Further information related to these credit facilities is as follows (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Borrowings outstanding	\$ 813,840	\$ 834,282
Weighted average borrowings during the period ended	822,521	835,873

Maximum daily borrowings during the period ended	834,003	837,564
Weighted average interest rate during the period ended	4.0%	4.1%
Weighted average interest rate at the end of the period	3.9%	4.0%

(c) The variable rate mortgage notes payable that secure tax-exempt housing bond issues mature on August 2019 and March 2032. Interest on these notes is payable in monthly installments. The variable mortgage notes have interest rates of 0.75% and 0.76%, respectively, as of December 31, 2015.

(d) On October 20, 2015, the Company, as borrower, entered into a credit agreement (the “Credit Agreement”), which provides for a \$1.1 billion senior unsecured revolving credit facility (the “Revolving Credit Facility”) and a \$350.0 million senior unsecured term loan facility (the “Term Loan Facility”). The Credit Agreement includes an accordion feature that

F - 27

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

allows the total commitments under the Revolving Credit Facility and the total borrowings under the Term Loan Facility to be increased to an aggregate maximum amount of up to \$2.0 billion, subject to certain conditions, including obtaining commitments from any one or more lenders. The Revolving Credit Facility has a scheduled maturity date of January 31, 2020, with two six-month extension options, subject to certain conditions. The Term Loan Facility has a scheduled maturity date of January 29, 2021.

The Credit Agreement replaced (i) the Company’s previous \$900 million revolving credit facility originally scheduled to mature in December 2017 and (ii) the Company’s \$250 million term loan and the Company’s \$100 million term loan, both originally due June 2018.

Based on the Company’s current credit rating, the Revolving Credit Facility has an interest rate equal to LIBOR plus a margin of 90 basis points and a facility fee of 15 basis points, and the Term Loan Facility has an interest rate equal to LIBOR plus a margin of 95 basis points. Depending on the Company’s credit rating, the margin under the Revolving Credit Facility ranges from 85 to 155 basis points, the facility fee ranges from 12.5 to 30 basis points, and the margin under the Term Loan Facility ranges from 90 to 175 basis points.

The Credit Agreement contains customary representations and warranties and financial and other affirmative and negative covenants. The Credit Agreement also includes customary events of default, in certain cases subject to customary periods to cure. The occurrence of an event of default, following the applicable cure period, would permit the lenders to, among other things, declare the unpaid principal, accrued and unpaid interest and all other amounts payable under the Credit Agreement to be immediately due and payable.

The Company’s obligations under the Credit Agreement are guaranteed by the Operating Partnership, pursuant to a guaranty dated as of October 20, 2015.

The following is a summary of short-term bank borrowings under UDR’s revolving credit facility at December 31, 2015 and 2014 (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Total revolving credit facility	\$ 1,100,000	\$ 900,000
Borrowings outstanding at end of period (1)	150,000	152,500
Weighted average daily borrowings during the period ended	353,647	291,761
Maximum daily borrowings during the period ended	541,500	625,000
Weighted average interest rate during the period ended	1.1%	1.2%
Interest rate at end of the period	1.2%	1.1%

(1) Excludes \$2.3 million and \$1.9 million of letters of credit at December 31, 2015 and 2014, respectively.

(e) In December 2015, the Company entered into a working capital credit facility, which provides for a \$30 million unsecured revolving credit facility (the “Working Capital Credit Facility”) with a scheduled maturity date of January 1, 2019. Based on the Company’s current credit rating, the Working Capital Credit Facility has an interest rate equal to LIBOR plus a margin of 90 basis points. Depending on the Company’s credit rating, the margin ranges from 85 to 155 basis points.

(f) Paid off at maturity with borrowings under the Company’s \$900 million unsecured revolving credit facility.

(g) On September 22, 2015, the Company issued \$300 million of 4.00% senior unsecured medium-term notes due October 1, 2025. Interest is payable semi-annually beginning on April 1, 2016. The notes were priced at 99.770% of the principal amount at issuance and had a discount of \$0.7 million at December 31, 2015. The Company used the net proceeds to pay down a portion of the borrowings outstanding on its prior \$900 million unsecured credit facility and for general corporate purposes. The Company previously entered into forward starting interest rate swaps to hedge against interest rate risk on \$200 million of this debt issuance. The all-in weighted average interest rate, inclusive of the impact of these interest rate swaps, was 4.55%.

(h) The Operating Partnership is a guarantor at December 31, 2015 and 2014.

(i) In January 2016, we paid off \$83.3 million of 5.25% medium-term notes due January 2016 with borrowings under the Company's \$1.1 billion unsecured revolving credit facility.

(j) The 6.21% Medium-Term Note due July 2016 was acquired in February 2015 as part of the acquisition of an office building in Highlands Ranch, Colorado, as described in See Note 4, *Real Estate Owned*.

The aggregate maturities, including amortizing principal payments of secured debt, of total debt for the next ten years subsequent to December 31, 2015 are as follows (*dollars in thousands*):

Year	Total Fixed Secured Debt	Total Variable Secured Debt	Total Secured Debt	Total Unsecured Debt	Total Debt
2016	\$ 149,058	\$ —	\$ 149,058	\$ 95,053	\$ 244,111
2017	179,189	96,337	275,526	—	275,526
2018	73,096	137,969	211,065	300,000	511,065
2019	247,796	67,700	315,496	—	315,496
2020	170,664	—	170,664	450,000	620,664
2021	—	—	—	350,000	350,000
2022	—	—	—	400,000	400,000
2023	—	96,409	96,409	—	96,409
2024	—	—	—	315,644	315,644
2025	127,600	—	127,600	300,000	427,600
Thereafter	—	27,000	27,000	—	27,000
Subtotal	947,403	425,415	1,372,818	2,210,697	3,583,515
Non-cash (a)	5,398	(1,271)	4,127	(16,847)	(12,720)
Total	\$ 952,801	\$ 424,144	\$ 1,376,945	\$ 2,193,850	\$ 3,570,795

(a) Includes the unamortized balance of fair market value adjustments, premiums/discounts, deferred hedge gains, and deferred financing costs. For the years ended December 31, 2015 and 2014, the Company amortized \$7.0 million and \$7.2 million, respectively, of deferred financing costs into *Interest expense*.

We were in compliance with the covenants of our debt instruments at December 31, 2015.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

7. INCOME/(LOSS) PER SHARE

The following table sets forth the computation of basic and diluted income/(loss) per share for the periods presented (*dollars and shares in thousands, except per share data*):

	Year Ended December 31,		
	2015	2014	2013
Numerator for income/(loss) per share:			
Income/(loss) from continuing operations	\$ 105,482	\$ 16,260	\$ 2,340
Gain/(loss) on sale of real estate owned, net of tax	251,677	143,572	—
(Income)/loss from continuing operations attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	(16,773)	(5,511)	48
(Income)/loss from continuing operations attributable to noncontrolling interests	(3)	3	60
Income/(loss) from continuing operations attributable to UDR, Inc.	340,383	154,324	2,448
Distributions to preferred stockholders - Series E (Convertible)	(3,722)	(3,724)	(3,724)
Income/(loss) from continuing operations attributable to common stockholders - basic	336,661	150,600	(1,276)
Dilutive distributions to preferred stockholders - Series E (Convertible)	3,722	—	—
Income/(loss) from continuing operations attributable to common stockholders - dilutive	\$ 340,383	\$ 150,600	\$ (1,276)
Income/(loss) from discontinued operations, net of tax	\$ —	\$ 10	\$ 43,942
(Income)/loss from discontinued operations attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	—	—	(1,578)
Income/(loss) from discontinued operations attributable to common stockholders	\$ —	\$ 10	\$ 42,364
Net income/(loss) attributable to common stockholders	\$ 336,661	\$ 150,610	\$ 41,088
Denominator for income/(loss) per share - basic and diluted:			
Weighted average common shares outstanding	259,873	252,707	250,684

Non-vested restricted stock awards	(1,204)	(1,179)	(715)
Denominator for income/(loss) per share - basic	258,669	251,528	249,969
Incremental shares issuable from assumed conversion of dilutive preferred stock, stock options and unvested restricted stock	5,083	1,917	—
Denominator for income/(loss) per share - diluted	263,752	253,445	249,969

Income/(loss) per weighted average common share - basic:

Income/(loss) from continuing operations attributable to common stockholders	\$ 1.30	\$ 0.60	\$ (0.01)
Income/(loss) from discontinued operations attributable to common stockholders	—	—	0.17
Net income/(loss) attributable to common stockholders	\$ 1.30	\$ 0.60	\$ 0.16

Income/(loss) per weighted average common share - diluted:

Income/(loss) from continuing operations attributable to common stockholders	\$ 1.29	\$ 0.59	\$ (0.01)
Income/(loss) from discontinued operations attributable to common stockholders	—	—	0.17
Net income/(loss) attributable to common stockholders	\$ 1.29	\$ 0.59	\$ 0.16

F - 30

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Basic income/(loss) per common share is computed based upon the weighted average number of common shares outstanding. Diluted income/(loss) per share is computed based upon the common shares issuable from the assumed conversion of the OP Units and DownREIT Units, convertible preferred stock, stock options, and restricted stock. Only those instruments having a dilutive impact on our basic income/(loss) per share are included in diluted income/(loss) per share during the periods. For the year ended December 31, 2015, the Company's Series E preferred stock, stock options, and unvested restricted stock were dilutive. The effect of the conversion of the OP Units and DownREIT Units was not dilutive, and therefore not included in the above calculations.

For the year ended December 31, 2014, the Company's stock options and unvested restricted stock were dilutive for purposes of calculating income/(loss) per share. The effect of the conversion of the OP Units and the Company's Series E preferred stock were not dilutive, and therefore not included in the above calculations.

For the year ended December 31, 2013, the effect of the conversion of the OP Units, the Company's Series E preferred stock, stock options and restricted stock were not included in the above calculations as the Company reported a loss from continuing operations attributable to common stockholders.

The following table sets forth the additional shares of common stock outstanding by equity instrument if converted to common stock for each of the years ended December 31, 2015, 2014, and 2013 (*shares in thousands*):

	Year Ended December 31,		
	2015	2014	2013
OP Units	12,947	9,247	9,337
DownREIT Units	16,229	—	—
Preferred Stock	3,032	3,036	3,036
Stock options and unvested restricted stock	2,051	1,917	1,584

F - 31

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

8. STOCKHOLDERS' EQUITY

UDR has an effective registration statement that allows the Company to sell an undetermined number of debt and equity securities as defined in the prospectus. The Company has the ability to issue 350,000,000 shares of common stock and 50,000,000 shares of preferred shares as of December 31, 2015.

The following table presents the changes in the Company's issued and outstanding shares of common and preferred stock for the years ended December 31, 2015, 2014 and 2013:

	Common Stock	Preferred Stock	
		Series E	Series F
Balance at December 31, 2012	250,139,408	2,803,812	2,464,183
Issuance/(forfeiture) of common and restricted shares, net	533,966	—	—
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership	76,291	—	—
Balance at December 31, 2013	250,749,665	2,803,812	2,464,183
Issuance/(forfeiture) of common and restricted shares, net	801,054	—	—

Issuance of common shares through public offering	3,410,433	—	—
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership	153,451	—	—
Balance at December 31, 2014	255,114,603	2,803,812	2,464,183
Issuance/(forfeiture) of common and restricted shares, net	270,628	—	—
Issuance of common shares through public offering	6,339,636	—	—
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership	112,174	—	—
Conversion of Series E Cumulative Convertible shares	7,480	(6,909)	—
Issuance of Series F shares	—	—	13,988,313
Balance at December 31, 2015	261,844,521	2,796,903	16,452,496

Common Stock

The company has an equity distribution agreement which allows it from time to time, through its sales agents, to offer and sell up to 20,000,000 shares of its common stock. Sales of such shares will be made by means of ordinary brokers' transactions on the NYSE at market prices. As of December 31, 2015, 13,078,931 shares were available for sale under the continuous equity program.

During the year ended December 31, 2015, the Company entered into the following equity transactions for our common stock:

- Sold 3,439,636 shares of common stock through the Company's equity distribution agreement at a weighted average price per share of \$32.29, for aggregate gross proceeds of approximately \$111.0 million;
- Sold 2,900,000 shares of common stock through a public offering at a weighted average price per share of \$35.00, for aggregate gross proceeds of approximately \$101.5 million.
- Issued 551,293 shares of common stock through the Company's 1999 Long-Term Incentive Plan (the "LTIP"); and
- Converted 112,174 OP Units into Company common stock.

Distributions are subject to the approval of the Board of Directors and are dependent upon our strategy, financial condition and operating results. UDR's common distributions for the years ended December 31, 2015, 2014, and 2013 totaled \$1.11, \$1.04, and \$0.94 per share, respectively.

Preferred Stock

The Series E Cumulative Convertible Preferred Stock ("Series E") has no stated par value and a liquidation preference of \$16.61 per share. Subject to certain adjustments and conditions, each share of the Series E is convertible at any time and from

DECEMBER 31, 2015

time to time at the holder's option into one share of our common stock prior to a "Special Dividend" declared in 2008 (1.083 shares after the Special Dividend). The holders of the Series E are entitled to vote on an as-converted basis as a single class in combination with the holders of common stock at any meeting of our stockholders for the election of directors or for any other purpose on which the holders of common stock are entitled to vote. The Series E has no stated maturity and is not subject to any sinking fund or any mandatory redemption.

Distributions declared on the Series E for the years ended December 31, 2015, 2014, and 2013 were \$1.33 per share. The Series E is not listed on any exchange. At December 31, 2015 and 2014, a total of 2,796,903 and 2,803,812 shares, respectively, of the Series E were outstanding.

UDR is authorized to issue up to 20,000,000 shares of the Series F Preferred Stock ("Series F"). The Series F may be purchased by holders of UDR's operating partnership units, or OP Units, at a purchase price of \$0.0001 per share. OP Unitholders are entitled to subscribe for and purchase one share of UDR's Series F for each OP Unit held. In connection with the acquisition of the six properties from Home OP and the formation of the DownREIT Partnership in October 2015, the Company issued 13,988,313 Series F shares to former limited partners of the Home OP, which had the right to subscribe for one share of Series F for each DownREIT Unit issued in connection with the acquisitions.

At December 31, 2015 and 2014, a total of 16,452,496 and 2,464,183 shares, respectively, of the Series F were outstanding with an aggregate purchase value of \$1,645 and \$246, respectively. Holders of the Series F are entitled to one vote for each share of the Series F they hold, voting together with the holders of our common stock, on each matter submitted to a vote of security holders at a meeting of our stockholders. The Series F does not entitle its holders to dividends or any other rights, privileges or preferences.

Distribution Reinvestment and Stock Purchase Plan

UDR's Distribution Reinvestment and Stock Purchase Plan (the "Stock Purchase Plan") allows common and preferred stockholders the opportunity to purchase, through the reinvestment of cash dividends, additional shares of UDR's common stock. From inception through December 31, 2008, shareholders have elected to utilize the Stock Purchase Plan to reinvest their distribution for the equivalent of 9,957,233 shares of Company common stock. Shares in the amount of 10,963,730 were reserved for issuance under the Stock Purchase Plan as of December 31, 2015. During the year ended December 31, 2015, UDR acquired all shares issued through the open market.

9. EMPLOYEE BENEFIT PLANS

In May 2001, the stockholders of UDR approved the long term incentive plan ("LTIP"), which supersedes the 1985 Stock Option Plan. The LTIP authorizes the granting of awards which may take the form of options to purchase shares of common stock, stock appreciation rights, restricted stock, dividend equivalents, other stock-based awards, and any other right or interest relating to common stock or cash incentive awards to Company directors, employees and outside trustees to promote the success of the Company by linking individual's compensation via grants of share based payment. During the year ended December 31, 2015, the LTIP was amended to set forth the terms of new classes of partnership interests in the Operating Partnership designated as LTIP Units. As of December 31, 2015, 19,000,000 shares were reserved on an unadjusted basis for issuance upon the grant or exercise of awards under the LTIP. As of December 31, 2015, there were 9,530,769 common shares available for issuance under the LTIP.

The LTIP contains change of control provisions allowing for the immediate vesting of an award upon certain events such as a merger where UDR is not the surviving entity. Upon the death or disability of an award recipient all outstanding instruments will vest and all restrictions will lapse. The LTIP specifies that in the event of a capital transaction, which includes but is not limited to stock dividends, stock splits, extraordinary cash dividends and spin-offs, the number of shares available for grant in totality or to a single individual is to be adjusted proportionately. The LTIP specifies that when a capital transaction occurs that would dilute the holder of the stock award, prior grants are to be adjusted such that the recipient is no worse as a result of the capital transaction.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

A summary of UDR's stock option and restricted stock activities during the year ended December 31, 2015 is as follows:

	Option Outstanding		Option Exercisable		Restricted Stock	
	Number of Options	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price	Number of shares	Weighted Average Fair Value Per Restricted Stock
Balance, December 31, 2014	2,265,842	\$ 12.82	2,265,842	\$ 12.82	999,978	\$ 23.98
Granted	—	—	—	—	551,293	32.67
Exercised	(30,879)	25.10	(30,879)	25.10	—	—
Vested	—	—	—	—	(736,204)	23.52
Forfeited	—	—	—	—	(14,691)	23.24
Balance, December 31, 2015	2,234,963	\$ 12.65	2,234,963	\$ 12.65	800,376	\$ 30.40

As of December 31, 2015, the Company had issued 5,083,498 shares of restricted stock under the LTIP.

Stock Option Plan

UDR has granted stock options to our employees, subject to certain conditions. Each stock option is exercisable into one common share.

There is no remaining compensation cost related to unvested stock options as of December 31, 2015.

During the year ended December 31, 2015, stock options with a fair value of \$0.3 million were exercised.

The weighted average remaining contractual life on all options outstanding as of December 31, 2015 is 2.9 years. 1,830,672 of share options had exercise prices at \$10.06 and 404,291 of share options had exercise prices at \$24.38.

During the years ended December 31, 2015, 2014, and 2013, respectively, we did not recognize any net compensation expense related to outstanding stock options.

Restricted Stock Awards

Restricted stock awards are granted to Company employees, officers, and directors. The restricted stock awards are valued based upon the closing sales price of UDR common stock on the date of grant. Compensation expense is recorded under the straight-line method over the vesting period, which is generally three to four years. Restricted stock awards earn dividends payable in cash. Some of the restricted stock grants are based on the Company's performance and are subject to adjustment during the initial one year performance period. For the years ended December 31, 2015, 2014, and 2013, we recognized \$3.2 million, \$4.2 million, and \$3.6 million of compensation expense related to the

amortization of restricted stock awards, respectively. The total remaining compensation cost on unvested restricted stock awards was \$3.0 million and had a weighted average remaining contractual life of 1.6 years as of December 31, 2015.

Long-Term Incentive Compensation

In January 2015, certain officers of the Company were awarded a restricted stock grant under the 2015 Long-Term Incentive Program (“2015 LTI”). One-third of the 2015 LTI award is based upon FFO as Adjusted over a one-year period and will vest fifty percent on the one-year anniversary and fifty percent on the two-year anniversary of the end of the performance period. The remaining two-thirds of the 2015 LTI award is based on Total Shareholder Return (“TSR”) as measured relative to comparable apartment REITs over a three-year period and will vest 100% at the end of the three-year performance period. The portion of the restricted stock grant based upon FFO as Adjusted was valued based upon the closing sales price of UDR common stock on the date of grant. The portion of the restricted stock grant based upon TSR was valued at \$34.14 per share on the grant date as determined by a lattice-binomial option-pricing model based on a Monte Carlo simulation using a volatility factor of 16.5%.

F - 34

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

In December 2014, when the LTI program was changed from a one-year to a three-year performance period, a one-time transition (“Transition LTI”) award opportunity was approved commencing in 2015. One-third of the Transition LTI award is based upon FFO as Adjusted over a one-year period and will vest at the end of the performance period. The remaining two-thirds of the Transition LTI award is based on TSR as measured relative to comparable apartment REITs over a two-year period and will vest 100% at the end of the two-year performance period. The portion of the restricted stock grant based upon FFO as Adjusted was valued based upon the closing sales price of UDR common stock on the date of grant. The portion of the restricted stock grant based upon TSR was valued at \$33.68 per share on the grant date as determined by a lattice-binomial option-pricing model based on a Monte Carlo simulation using a volatility factor of 16.6%. The intent of the transition award is to ensure consistent reward opportunity during the phase-in period of the three-year awards under the 2015 LTI plan.

In February 2014, certain officers of the Company were awarded a restricted stock grant under the 2014 Long-Term Incentive Program (“2014 LTI”). Fifty percent of the 2014 LTI award is based upon FFO as Adjusted and fifty percent is based on TSR as measured relative to comparable apartment REITs. The actual amount that vests was determined in February 2015 based upon the actual achievement of the metrics. Each award vests pro rata over three years commencing with the establishment of the award and continuing for two years following determination of the amount of the award at the end of the annual performance period. The portion of the restricted stock grant based upon FFO as Adjusted was valued based upon the closing sales price of UDR common stock on the date of grant. The portion of the restricted stock grant based upon TSR was valued at \$21.15 per share on the grant date as determined by a lattice-binomial option-pricing model based on a Monte Carlo simulation using a volatility factor of 23.8%. Compensation expense is recorded under the accelerated method over the vesting period for the 2014 LTI.

In February 2013, certain officers of the Company were awarded a restricted stock grant under the 2013 Long-Term Incentive Program (“2013 LTI”). Fifty percent of the 2013 LTI award is based upon FFO and fifty percent is based on TSR as measured relative to comparable apartment REITs. The actual amount that vests was determined in February 2014 based upon the actual achievement of the metrics. Each award vests pro rata over three years commencing with the establishment of the award and continuing for two years following determination of the amount of the award at the end of the annual performance period. The portion of the restricted stock grant based upon FFO was valued based upon the closing sales price of UDR common stock on the date of grant. The portion of the restricted stock grant based upon TSR was valued at \$21.97 per share on the grant date as determined by a lattice-binomial option-pricing model based on a Monte Carlo simulation using a volatility factor of 15.8%. Compensation expense is recorded under the accelerated method over the vesting period for the 2013 LTI.

For the years ended December 31, 2015, 2014 and 2013, we recognized \$14.8 million, \$9.8 million and \$5.9 million, respectively, of compensation expense related to the amortization of the awards. The total remaining compensation cost on unvested LTI awards was \$8.3 million and had a weighted average remaining contractual life of 0.9 years as of December 31, 2015.

Profit Sharing Plan

Our profit sharing plan (the “Plan”) is a defined contribution plan covering all eligible full-time employees. Under the Plan, UDR makes discretionary profit sharing and matching contributions to the Plan as determined by the Compensation Committee of the Board of Directors. Aggregate provisions for contributions, both matching and discretionary, which are included in UDR’s Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013, was \$1.1 million, \$0.9 million, and \$0.9 million, respectively.

10. INCOME TAXES

For 2015, 2014, and 2013, UDR believes that we have complied with the REIT requirements specified in the Code. As such, the REIT would generally not be subject to federal income taxes.

F - 35

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

For income tax purposes, distributions paid to common stockholders may consist of ordinary income, qualified dividends, capital gains, unrecaptured section 1250 gains, return of capital, or a combination thereof. Distributions that exceed our current and accumulated earnings and profits constitute a return of capital rather than taxable income and reduce the stockholder’s basis in their common shares. To the extent that a distribution exceeds both current and accumulated earnings and profits and the stockholder’s basis in the common shares, it generally will be treated as a gain from the sale or exchange of that stockholder’s common shares. Taxable distributions paid per common share were taxable as follows for the years ended December 31, 2015, 2014, and 2013:

	Year Ended December 31,		
	2015	2014	2013
Ordinary income	\$ 0.595	\$ 0.695	\$ 0.744
Qualified ordinary income	—	0.139	—
Long-term capital gain	0.329	0.105	0.114
Unrecaptured section 1250 gain	0.168	0.076	0.067
Total	\$ 1.092	\$ 1.015	\$ 0.925

We have a TRS that is subject to federal and state income taxes. A TRS is a C-corporation which has not elected REIT status and as such is subject to United States federal and state income tax. The components of the provision for income taxes are as follows for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Income tax (benefit)/provision			
Current			
Federal	\$ 29	\$ 147	\$ (1,030)
State	871	550	846
Total current	900	697	(184)
Deferred			
Federal	(4,173)	20,138	(6,907)
State	(613)	5,159	(1,190)
Total deferred	(4,786)	25,297	(8,097)
Total income tax (benefit)/provision	\$ (3,886)	\$ 25,994	\$ (8,281)
Classification of income tax (benefit)/provision:			
Continuing operations	\$ (3,886)	\$ (15,098)	\$ (7,299)
Gain/(loss) on sale of real estate owned	—	41,087	—
Discontinued operations	—	5	(982)

F - 36

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Deferred income taxes are provided for the change in temporary differences between the basis of certain assets and liabilities for financial reporting purposes and income tax reporting purposes. The expected future tax rates are based upon enacted tax laws. The components of our TRS deferred tax assets and liabilities are as follows for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Deferred tax assets:			
Federal and state tax attributes	\$ 2,227	\$ —	\$ 13,069

Book/tax depreciation	9,016	6,692	19,354
Construction capitalization differences	—	75	—
Debt and interest deductions	—	—	10,311
Other	707	401	—
Total deferred tax assets	11,950	7,168	42,734
Valuation allowance	(81)	—	(1,310)
Net deferred tax assets	11,869	7,168	41,424
Deferred tax liabilities:			
Construction capitalization differences	—	—	(3,766)
Investment in partnerships	—	—	(5,080)
Other	(107)	(192)	(305)
Total deferred tax liabilities	(107)	(192)	(9,151)
Net deferred tax asset	\$ 11,762	\$ 6,976	\$ 32,273

Income tax benefit/(provision), net differed from the amounts computed by applying the U.S. statutory rate of 35% to pretax income/(loss) for the years ended December 31, 2015, 2014, and 2013 as follows (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Income tax (benefit)/provision			
U.S. federal income tax (benefit)/provision	\$ (4,383)	\$ 28,819	\$ (8,493)
State income tax provision	442	2,678	46
Other items	(26)	(137)	246
Conversion of certain TRS entities to REITs	—	(5,770)	—
Valuation allowance	81	404	(80)
Total income tax (benefit)/provision	\$ (3,886)	\$ 25,994	\$ (8,281)

As of December 31, 2015, the Company, had federal net operating loss carryovers (“NOL”) of \$27.1 million expiring in 2032 through 2035, of this amount \$5.7 million is available to the Company. As of December 31, 2015, the TRS had state NOLs of approximately \$64.7 million expiring in 2020 through 2032, of this amount \$4.2 million is available to the TRS. As of December 31, 2015, the Company had a valuation allowance of \$0.1 million against its state NOL. During the year ended December 31, 2015, the Company had a net change of \$0.1 million in the valuation allowance. A portion of these attributes are still available to the subsidiary REITs, but are carried at a zero effective tax rate.

For the year ended December 31, 2015, the *Tax benefit/(provision), net* decreased \$11.2 million as compared to 2014. The decrease was primarily a result of the Company recognizing a one-time tax benefit of \$5.8 million in 2014 related to the conversion of certain taxable REIT

subsidiary entities into REITs. Additionally, *Gain/(loss) on sale of real estate owned, net of tax* included \$0.0 and approximately \$41.1 million of tax for the years ended December 31, 2015 and 2014, respectively. The remaining decrease is a result of the conversion of certain TRS subsidiaries to REITs in 2014, causing a zero rate to be applied to their 2015 income.

GAAP defines a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The financial statements reflect expected future tax

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

consequences of income tax positions presuming the taxing authorities' full knowledge of the tax position and all relevant facts, but without considering time values. GAAP also provides guidance on derecognition, classification, interest and penalties, accounting for interim periods, disclosure and transition.

The Company evaluates our tax position using a two-step process. First, we determine whether a tax position is more likely than not (greater than 50 percent probability) to be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The Company will then determine the amount of benefit to recognize and record the amount of the benefit that is more likely than not to be realized upon ultimate settlement. When applicable, UDR recognizes interest and/or penalties related to uncertain tax positions in income tax expense. As of December 31, 2015 and 2014, UDR has no material unrecognized income tax benefits/(provisions).

The Company files income tax returns in federal and various state and local jurisdictions. With few exceptions, the Company is no longer subject to federal, state and local income tax examination by tax authorities for years prior to 2011. The tax years 2011 through 2014 remain open to examination by the major taxing jurisdictions to which the Company is subject.

11. NONCONTROLLING INTERESTS

UDR Lighthouse DownREIT L.P. Formation

In October 2015, in connection with the acquisition of the properties from Home OP, described in Note 4, *Real Estate Owned*, the Company, as the sole general partner and a limited partner, and the Operating Partnership, as a limited partner, entered into the Agreement of Limited Partnership (the "DownREIT Partnership Agreement") of the DownREIT Partnership.

As the sole general partner of the DownREIT Partnership, the Company has full, complete and exclusive discretion to manage and control the business of the DownREIT Partnership and to make all decisions affecting the business and assets of the DownREIT Partnership, subject to certain limitations set forth in the DownREIT Partnership Agreement. As of the closing of the transactions, the Company and the Operating Partnership owned approximately 8.5% and 41.6%, respectively, of the DownREIT Units, which they received in exchange for their contribution of the following properties to the DownREIT Partnership:

Property	Location
Ridge at Blue Hills ^(a)	Braintree, MA
Residences at the Domain ^(a)	Austin, TX
Inwood West ^(b)	Woburn, MA

Thirty377 ^(b)	Dallas, TX
Legacy Village ^(b)	Plano, TX
Delancey at Shirlington ^(b)	Arlington, VA
Circle Towers ^(b)	Fairfax, VA
Barton Creek Landing ^(b)	Austin, TX
The Whitmore ^(b)	Arlington, VA

(a) Contributed by the Company.

(b) Contributed by the Operating Partnership.

The limited partners have no power to remove the Company as general partner of the DownREIT Partnership. The DownREIT Partnership is structured to make distributions in respect of DownREIT Units that will be equivalent to the distributions made to holders of the Company's common stock. Subject to certain terms and conditions set forth in the DownREIT Partnership Agreement, limited partners in the DownREIT Partnership (other than the Company and its affiliates) have the right, commencing one year after the date of issuance, to tender their DownREIT Units for redemption for cash or, at the Company's election, for shares of its common stock on a one-for-one basis (subject to the anti-dilution adjustments provided in the DownREIT Partnership Agreement).

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Redeemable Noncontrolling Interests in the Operating Partnership and DownREIT Partnership

Interests in the Operating Partnership and the DownREIT Partnership held by limited partners are represented by OP Units and DownREIT Units, respectively. The income is allocated to holders of OP Units/DownREIT Units based upon net income attributable to common stockholders and the weighted average number of OP Units/DownREIT Units outstanding to total common shares plus OP Units/DownREIT Units outstanding during the period. Capital contributions, distributions, and profits and losses are allocated to noncontrolling interests in accordance with the terms of the partnership agreements of the Operating Partnership and the DownREIT Partnership.

Limited partners of the Operating Partnership and the DownREIT Partnership have the right to require such partnership to redeem all or a portion of the OP Units/DownREIT Units held by the limited partner at a redemption price equal to and in the form of the Cash Amount (as defined in the partnership agreement of the Operating Partnership or the DownREIT Partnership, as applicable), provided that such OP Units/DownREIT Units have been outstanding for at least one year. UDR, as the general partner of the Operating Partnership and the DownREIT Partnership may, in its sole discretion, purchase the OP Units/DownREIT Units by paying to the limited partner either the Cash Amount or the REIT Share Amount (generally one share of Common Stock of the Company for each OP Unit/DownREIT Unit), as defined in the partnership agreement of the Operating Partnership or the DownREIT Partnership, as applicable. Accordingly, the Company records the OP Units outside of permanent equity and reports the OP Units at their redemption value using the Company's stock price at each balance sheet date.

The following table sets forth redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership for the years ended December 31, 2015 and 2014 (*dollars in thousands*):

	Year Ended December 31,	
	2015	2014
Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership, beginning of year	\$ 282,480	\$ 217,597
Mark-to-market adjustment to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	102,703	73,954
DownREIT Units issued for real estate, net	563,836	—
Conversion of OP Units to Common Stock	(3,817)	(4,372)
Net income/(loss) attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	16,773	5,511
Distributions to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	(15,231)	(10,077)
Allocation of other comprehensive income/(loss)	(308)	(133)
Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership, end of year	\$ 946,436	\$ 282,480

The following sets forth net income/(loss) attributable to common stockholders and transfers from redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership for the following periods (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Net income/(loss) attributable to common stockholders	\$ 336,661	\$ 150,610	\$ 41,088
Conversion of OP units to UDR Common Stock	3,817	4,372	1,817
Change in equity from net income/(loss) attributable to common stockholders and conversion of OP units to UDR Common Stock	\$ 340,478	\$ 154,982	\$ 42,905

Noncontrolling Interests

Noncontrolling interests represent interests of unrelated partners in certain consolidated affiliates, and is presented as part of equity in the Consolidated Balance Sheets since these interests are not redeemable. During the years ended December 31, 2015, 2014, and 2013, *Net (income)/loss attributable to noncontrolling interests* was less than \$0.1 million.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

12. FAIR VALUE OF DERIVATIVES AND FINANCIAL INSTRUMENTS

Fair value is based on the price that would be received to sell an asset or the exit price that would be paid to transfer a liability in an orderly transaction between market participants at the measurement date. A three-level valuation hierarchy prioritizes observable and unobservable inputs used to measure fair value. The fair value hierarchy consists of three broad levels, which are described below:

- Level 1 — Quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.
- Level 2 — Observable inputs other than prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated with observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets and liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The estimated fair values of the Company's financial instruments either recorded or disclosed on a recurring basis as of December 31, 2015 and 2014 are summarized as follows (*dollars in thousands*):

Description:	Total Carrying Amount in Statement of Financial Position at December 31, 2015	Fair Value Estimate at December 31, 2015	Fair Value at December 31, 2015, Using		
			Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Notes receivable (a)	\$ 16,694	\$ 16,938	\$ —	\$ —	\$ 16,938
Derivatives - Interest rate contracts (b)	13	13	—	13	—

Total assets	\$ 16,707	\$ 16,951	\$ —	\$ 13	\$ 16,938
Derivatives - Interest rate contracts (b)	\$ 2,112	\$ 2,112	\$ —	\$ 2,112	\$ —
Secured debt instruments - fixed rate: (c)					
Mortgage notes payable	442,617	448,019	—	—	448,019
Fannie Mae credit facilities	514,462	539,050	—	—	539,050
Secured debt instruments- variable rate: (c)					
Mortgage notes payable	31,337	31,337	—	—	31,337
Tax-exempt secured notes payable	94,700	94,700	—	—	94,700
Fannie Mae credit facilities	299,378	299,378	—	—	299,378
Unsecured debt instruments (c):					
Commercial banks	150,000	150,000	—	—	150,000
Senior unsecured notes	2,056,223	2,108,687	—	—	2,108,687
Total liabilities	\$ 3,590,829	\$ 3,673,283	\$ —	\$ 2,112	\$ 3,671,171
Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership (d)	\$ 946,436	\$ 946,436	\$ —	\$ 946,436	\$ —

F - 40

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Total Carrying Amount in Statement of Financial Position at December 31, 2014	Fair Value Estimate at December 31, 2014	Fair Value at December 31, 2014, Using		
		Quoted Prices in Active Markets for Identical Assets or	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)

**Liabilities
(Level 1)**

Description:						
Notes receivable (a)	\$ 14,369	\$ 14,808	\$ —	\$ —	\$ 14,808	
Derivatives- Interest rate contracts (b)	88	88	—	88	—	
Total assets	\$ 14,457	\$ 14,896	\$ —	\$ 88	\$ 14,808	
Derivatives- Interest rate contracts (b)	\$ 10,368	\$ 10,368	\$ —	\$ 10,368	\$ —	
Secured debt instruments- fixed rate: (c)						
Mortgage notes payable	401,210	415,663	—	—	415,663	
Fannie Mae credit facilities	568,086	606,623	—	—	606,623	
Secured debt instruments- variable rate: (c)						
Mortgage notes payable	31,337	31,337	—	—	31,337	
Tax-exempt secured notes payable	94,700	94,700	—	—	94,700	
Fannie Mae credit facilities	266,196	266,196	—	—	266,196	
Unsecured debt instruments: (c)						
Commercial banks	152,500	152,500	—	—	152,500	
Senior unsecured notes	2,069,076	2,144,125	—	—	2,144,125	
Total liabilities	\$ 3,593,473	\$ 3,721,512	\$ —	\$ 10,368	\$ 3,711,144	
Redeemable noncontrolling interests in the Operating Partnership (d)	\$ 282,480	\$ 282,480	\$ —	\$ 282,480	\$ —	

(a) See Note 2, *Significant Accounting Policies*.

(b) See Note 13, *Derivatives and Hedging Activity*.

(c) See Note 6, *Secured Debt and Unsecured Debt, Net*.

(d) See Note 11, *Noncontrolling Interests*.

There were no transfers into or out of each of the levels of the fair value hierarchy.

Financial Instruments Carried at Fair Value

The fair values of interest rate swaps are determined using the market standard methodology of netting the discounted future fixed cash receipts (or payments) and the discounted expected variable cash payments (or receipts). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. The fair values of interest rate options are determined using the market standard methodology of discounting the future expected cash receipts that would occur if variable interest rates rise above the strike rate of the caps. The variable interest rates used in the calculation of projected receipts on the cap are based on an expectation of future interest rates derived from observable market interest rate curves and volatilities.

The Company incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Company has considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts, and guarantees.

F - 41

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Although the Company has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of December 31, 2015 and 2014, the Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Company has determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy. In conjunction with the FASB's fair value measurement guidance, the Company made an accounting policy election to measure the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership have a redemption feature and are marked to their redemption value. The redemption value is based on the fair value of the Company's common stock at the redemption date, and therefore, is calculated based on the fair value of the Company's common stock at the balance sheet date. Since the valuation is based on observable inputs such as quoted prices for similar instruments in active markets, redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership are classified as Level 2.

Financial Instruments Not Carried at Fair Value

At December 31, 2015, the fair values of cash and cash equivalents, restricted cash, accounts receivable, prepaids, real estate taxes payable, accrued interest payable, security deposits and prepaid rent, distributions payable and accounts payable approximated their carrying values because of the short term nature of these instruments. The estimated fair values of other financial instruments were determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is necessary to interpret market data and develop estimated fair values. Accordingly, the estimates presented herein are not necessarily indicative of the amounts the Company would realize on the disposition of the financial instruments. The use of different market assumptions or estimation methodologies may have a material effect on the estimated fair value amounts.

We estimate the fair value of our notes receivable and debt instruments by discounting the remaining cash flows of the debt instrument at a discount rate equal to the replacement market credit spread plus the corresponding treasury yields. Factors considered in determining a replacement market credit spread include general market conditions, borrower specific credit spreads, time remaining to maturity, loan-to-value ratios and collateral quality, where applicable (Level 3).

We record impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by the future operation and disposition of those assets are less than the net book value of those assets. Our cash flow estimates are based upon historical results adjusted to reflect our best estimate of future market and operating conditions and our estimated holding periods. The net book value of impaired assets is reduced to fair value. Our estimates of fair value represent our best estimate based upon Level 3 inputs such as industry trends and reference to market rates and transactions.

We consider various factors to determine if a decrease in the value of our investment in and advances to unconsolidated joint ventures, net is other-than-temporary. These factors include, but are not limited to, age of the venture, our intent and ability to retain our investment in the entity, the financial condition and long-term prospects of the entity, and the relationships with the other joint venture partners and its lenders. Based on the significance of the unobservable inputs, we classify these fair value measurements within Level 3 of the valuation hierarchy. The Company did not incur any other-than-temporary decrease in the value of its investments in unconsolidated joint ventures during the years ended December 31, 2015, 2014, and 2013.

After determining an other-than-temporary decrease in the value of an equity method investment has occurred, we estimate the fair value of our investment by estimating the proceeds we would receive upon a hypothetical liquidation of the investment at the date of measurement. Inputs reflect management's best estimate of what market participants would use in pricing the investment giving consideration to the terms of the joint venture agreement and the estimated discounted future cash flows to be generated from the underlying joint venture assets. The inputs and assumptions utilized to estimate the future cash flows of the underlying assets are based upon the Company's evaluation of the economy, market trends, operating results, and other factors, including judgments regarding costs to complete any construction activities, lease up and occupancy rates, rental rates, inflation rates, capitalization rates utilized to estimate the projected cash flows at the disposition, and discount rates.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

13. DERIVATIVES AND HEDGING ACTIVITY

Risk Management Objective of Using Derivatives

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, liquidity, and credit risk primarily by managing the amount, sources, and duration of its debt funding and through the use of derivative financial instruments. Specifically, the Company may enter into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Company's derivative financial instruments are used to manage differences in the amount, timing, and duration of the Company's known or expected cash receipts and its known or expected cash payments principally related to the Company's investments and borrowings.

Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps and caps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. Interest rate caps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty if interest rates rise above the strike rate on the contract in exchange for an up front premium.

The effective portion of changes in the fair value of derivatives designated and that qualify as cash flow hedges is recorded in *Accumulated other comprehensive income/(loss), net* in the Consolidated Balance Sheets and is subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. During the years ended December 31, 2015, 2014, and 2013, such derivatives were used to hedge the variable cash flows associated with existing variable-rate debt and forecasted issuances of fixed-rate debt. The ineffective portion of the change in fair value of the derivatives is recognized directly in earnings. During the year ended December 31, 2015, the Company recognized a loss of less than \$0.1 million reclassified from Accumulated OCI to *Interest expense* due to the de-designation of a cash flow hedge and recorded no other ineffectiveness to earnings. During the years ended December 31, 2014 and 2013, the Company recorded a gain of less than \$0.1 million of ineffectiveness in earnings attributable to a timing difference between the derivative and the hedged item.

Amounts reported in *Accumulated other comprehensive income/(loss), net* in the Consolidated Balance Sheets relate to deferred gains/(losses) on designated derivatives that will be reclassified to interest expense as interest payments are made on the Company's hedged debt. Through December 31, 2016, the Company estimates that an additional \$3.0 million will be reclassified as an increase to interest expense.

As of December 31, 2015, the Company had the following outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk (*dollars in thousands*):

Product	Number of Instruments	Notional
Interest rate swaps	5	\$ 315,000
Interest rate caps	2	\$ 203,166

F - 43

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Derivatives not designated as hedges are not speculative and are used to manage the Company's exposure to interest rate movements and other identified risks but do not meet the strict hedge accounting requirements of GAAP or the Company has elected to not apply hedge accounting. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings and resulted in a loss of less than \$0.1 million for the years ended December 31, 2015 and 2014, and a gain of \$0.3 million for the year ended December 31, 2013.

As of December 31, 2015, the Company had the following outstanding derivatives that were not designated as hedges in qualifying hedging relationships (*dollars in thousands*):

Product	Number of Instruments	Notional
Interest rate caps	3	\$ 133,107

Tabular Disclosure of Fair Values of Derivative Instruments on the Consolidated Balance Sheets

The table below presents the fair value of the Company's derivative financial instruments as well as their classification on the Consolidated Balance Sheets as of December 31, 2015 and 2014 (*dollars in thousands*):

	Asset Derivatives		Liability Derivatives	
	(included in <i>Other assets</i>)		(included in <i>Other liabilities</i>)	
	Fair Value at:		Fair Value at:	
	December 31, 2015	December 31, 2014	December 31, 2015	December 31, 2014
Derivatives designated as hedging instruments:				
Interest rate products	\$ 9	\$ 86	\$ 2,112	\$ 10,368

Derivatives **not** designated as hedging instruments:

Interest rate products	\$ 4	\$ 2	\$ —	\$ —
------------------------	------	------	------	------

Tabular Disclosure of the Effect of Derivative Instruments on the Consolidated Statements of Operations

The tables below present the effect of the Company's derivative financial instruments on the Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

Derivatives in Cash Flow Hedging Relationships	Unrealized holding gain/(loss) Recognized in OCI (Effective Portion)			Gain/(Loss) Reclassified from Accumulated OCI into <i>Interest expense</i> (Effective Portion)			Gain/(Loss) Recognized in <i>Interest expense</i> (Ineffective Portion and Amount Excluded from Effectiveness Testing)		
	Year ended December 31,			Year ended December 31,			Year ended December 31,		
	2015	2014	2013	2015	2014	2013	2015	2014	2013
	Interest rate products	\$ (6,393)	\$ (8,695)	\$ (469)	\$ (2,251)	\$ (4,834)	\$ (6,851)	\$ (11)	\$ 3

Derivatives Not Designated as Hedging Instruments	Gain/(Loss) Recognized in <i>Interest income and other income/(expense), net</i>		
	Year ended December 31,		
	2015	2014	2013
Interest rate products	\$ (23)	\$ (4)	\$ 271

UDR, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)****DECEMBER 31, 2015****Credit-risk-related Contingent Features**

The Company has agreements with some of its derivative counterparties that contain a provision where (1) if the Company defaults on any of its indebtedness, including default where repayment of the indebtedness has not been accelerated by the lender, then the Company could also be declared in default on its derivative obligations; or (2) the Company could be declared in default on its derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to the Company's default on the indebtedness.

Certain of the Company's agreements with its derivative counterparties contain provisions where, if there is a change in the Company's financial condition that materially changes the Company's creditworthiness in an adverse manner, the Company may be required to fully collateralize its obligations under the derivative instrument. At December 31, 2015 and 2014, no cash collateral was posted or required to be posted by the Company or by a counterparty.

The Company also has an agreement with a derivative counterparty that incorporates the loan and financial covenant provisions of the Company's indebtedness with a lender affiliate of the derivative counterparty. Failure to comply with these covenant provisions would result in the Company being in default on any derivative instrument obligations covered by the agreement.

The Company has certain agreements with some of its derivative counterparties that contain a provision where, in the event of default by the Company or the counterparty, the right of setoff may be exercised. Any amount payable to one party by the other party may be reduced by its setoff against any amounts payable by the other party. Events that give rise to default by either party may include, but are not limited to, the failure to pay or deliver payment under the derivative contract, the failure to comply with or perform under the derivative agreement, bankruptcy, a merger without assumption of the derivative agreement, or in a merger, a surviving entity's creditworthiness is materially weaker than the original party to the derivative agreement.

As of December 31, 2015, the fair value of derivatives in a net liability position, which includes accrued interest but excludes any adjustment for nonperformance risk, related to these agreements was \$2.2 million. If the Company had breached any of these provisions at December 31, 2015, it would have been required to settle its obligations under the agreements at their termination value of \$2.2 million.

Tabular Disclosure of Offsetting Derivatives

The Company has elected not to offset derivative positions in the consolidated financial statements. The tables below present the effect on its financial position had the Company made the election to offset its derivative positions as of December 31, 2015 and December 31, 2014 (*dollars in thousands*):

Offsetting of Derivative Assets

Gross Amounts of Recognized Assets	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Assets Presented in the Consolidated Balance Sheets (a)	Gross Amounts Not Offset in the Consolidated Balance Sheets		Net Amount
			Financial Instruments	Cash Collateral Received	

December 31, 2015	\$	13	\$	—	\$	13	\$	—	\$	—	\$	13
December 31, 2014	\$	88	\$	—	\$	88	\$	(27)	\$	—	\$	61

(a) Amounts reconcile to the aggregate fair value of derivative assets in the “Tabular Disclosure of Fair Values of Derivative Instruments on the Consolidated Balance Sheets” located in this footnote.

F - 45

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Offsetting of Derivative Liabilities

	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Liabilities Presented in the Consolidated Balance Sheets (a)	Gross Amounts Not Offset in the Consolidated Balance Sheets		Net Amount
				Financial Instruments	Cash Collateral Posted	
December 31, 2015	\$ 2,112	\$ —	\$ 2,112	\$ —	\$ —	\$ 2,112
December 31, 2014	\$ 10,368	\$ —	\$ 10,368	\$ (27)	\$ —	\$ 10,341

(a) Amounts reconcile to the aggregate fair value of derivative liabilities in the “Tabular Disclosure of Fair Values of Derivative Instruments on the Consolidated Balance Sheets” located in this footnote.

14. COMMITMENTS AND CONTINGENCIES

Commitments

Real Estate Under Development

The following summarizes the Company’s real estate commitments at December 31, 2015 (*dollars in thousands*):

	Number of Properties	Costs Incurred to Date (a)		Expected Costs to Complete (unaudited)	Average Ownership Stake
Wholly-owned — under development	1	\$ 124,072	(b)	\$ 217,928	100%
Wholly-owned — redevelopment	3	11,302	(b)	16,698	100%
Joint ventures:					
Unconsolidated joint ventures	4	497,350		81,979	(c) Various
Participating loan investments	1	90,747	(d)	2,711	(e) 0%
Preferred equity investments	5	136,327	(f)	—	48%
Total		\$ 859,798		\$ 319,316	

(a) Represents 100% of project costs incurred to date.

(b) Costs incurred to date include \$12.6 million and \$1.2 million of accrued fixed assets for development and redevelopment, respectively.

(c) Represents UDR's proportionate share of expected remaining costs to complete.

(d) Represents the participating loan balance funded as of December 31, 2015.

(e) Represents UDR's remaining participating loan commitment for Steele Creek.

(f) Represents UDR's share of capital contributed to the West Coast Development Joint Venture as of December 31, 2015.

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Ground and Other Leases

UDR owns six communities which are subject to ground leases expiring between 2019 and 2103. In addition, UDR is a lessee to various operating leases related to office space rented by the Company with expiration dates through 2017. Future minimum lease payments as of December 31, 2015 are as follows (*dollars in thousands*):

	Ground	
	Leases (a)	Office Space
2016	\$ 5,444	\$ 207
2017	5,444	179
2018	5,444	76
2019	5,444	76
2020	4,486	76
Thereafter	311,858	32
Total	\$ 338,120	\$ 646

(a)

For purposes of our ground lease contracts, the Company uses the minimum lease payment, if stated in the agreement. For ground lease agreements where there is a reset provision based on the communities appraised value or consumer price index but does not include a specified minimum lease payment, the Company uses the current rent over the remainder of the lease term.

UDR incurred \$5.5 million, \$5.4 million, and \$5.2 million of ground rent expense for the years ended December 31, 2015, 2014, and 2013, respectively. These costs are reported within the line item *Other Operating Expenses* on the Consolidated Statements of Operations. The Company incurred \$0.3 million, \$1.3 million, and \$1.3 million of rent expense related to office space for the years ended December 31, 2015, 2014, and 2013, respectively. These costs are included in *General and Administrative* on the Consolidated Statements of Operations. In February 2015, the Company acquired the office building in Highlands Ranch, Colorado, which housed its corporate offices it had previously leased. See Note 4, *Real Estate Owned*, for additional details.

Contingencies

Litigation and Legal Matters

The Company is subject to various legal proceedings and claims arising in the ordinary course of business. The Company cannot determine the ultimate liability with respect to such legal proceedings and claims at this time. The Company believes that such liability, to the extent not provided for through insurance or otherwise, will not have a material adverse effect on our financial condition, results of operations or cash flow.

15. REPORTABLE SEGMENTS

GAAP guidance requires that segment disclosures present the measure(s) used by the chief operating decision maker to decide how to allocate resources and for purposes of assessing such segments' performance. UDR's chief operating decision maker is comprised of several members of its executive management team who use several generally accepted industry financial measures to assess the performance of the business for our reportable operating segments.

UDR owns and operates multifamily apartment communities that generate rental and other property related income through the leasing of apartment homes to a diverse base of tenants. The primary financial measures for UDR's apartment communities are rental income and NOI. Rental income represents gross market rent less adjustments for concessions, vacancy loss and bad debt. NOI is defined as rental income less direct property rental expenses. Rental expenses include real estate taxes, insurance, personnel, utilities, repairs and maintenance,

administrative and marketing. Excluded from NOI is property management expense which is calculated as 2.75% of property revenue to cover the regional supervision and accounting costs related to consolidated property operations, and land rent. UDR's chief operating decision maker utilizes NOI as the key measure of segment profit or loss.

UDR's two reportable segments are *Same-Store Communities* and *Non-Mature Communities/Other*:

F - 47

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

- *Same-Store Communities* represent those communities acquired, developed, and stabilized prior to January 1, 2014 and held as of December 31, 2015. A comparison of operating results from the prior year is meaningful as these communities were owned and had stabilized occupancy and operating expenses as of the beginning of the prior year, there is no plan to conduct substantial redevelopment activities, and the community is not held for disposition within the current year. A community is considered to have stabilized occupancy once it achieves 90% occupancy for at least three consecutive months.
- *Non-Mature Communities/Other* represent those communities that do not meet the criteria to be included in *Same-Store Communities*, including, but not limited to, recently acquired, developed and redeveloped communities, and the non-apartment components of mixed use properties.

Management evaluates the performance of each of our apartment communities on a *Same-Store Community* and *Non-Mature Community/Other* basis, as well as individually and geographically. This is consistent with the aggregation criteria under GAAP as each of our apartment communities generally has similar economic characteristics, facilities, services, and tenants. Therefore, the Company's reportable segments have been aggregated by geography in a manner identical to that which is provided to the chief operating decision maker.

All revenues are from external customers and no single tenant or related group of tenants contributed 10% or more of UDR's total revenues during the years ended December 31, 2015, 2014, and 2013.

F - 48

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

The following table details rental income and NOI from continuing and discontinued operations for UDR's reportable segments for the years ended December 31, 2015, 2014, and 2013, and reconciles NOI to *Net income/(loss) attributable to UDR, Inc.* in the Consolidated Statements of Operations (*dollars in thousands*):

	Year Ended December 31,		
	2015	2014	2013
Reportable apartment home segment rental income			
Same-Store Communities			
West Region	\$ 255,346	\$ 236,175	\$ 214,324
Mid-Atlantic Region	157,158	154,491	150,489
Southeast Region	103,920	98,061	93,479
Northeast Region	86,048	81,500	77,299
Southwest Region	57,670	54,810	52,302
Non-Mature Communities/Other	211,786	180,112	167,743
Total segment and consolidated rental income	<u>\$ 871,928</u>	<u>\$ 805,149</u>	<u>\$ 755,636</u>
Reportable apartment home segment NOI			
Same-Store Communities			
West Region	\$ 190,682	\$ 171,973	\$ 152,108
Mid-Atlantic Region	108,324	107,592	105,300
Southeast Region	69,820	65,053	61,087
Northeast Region	64,539	61,315	57,350
Southwest Region	35,767	33,725	31,925
Non-Mature Communities/Other	144,737	116,663	106,271
Total segment and consolidated NOI	<u>613,869</u>	<u>556,321</u>	<u>514,041</u>
Reconciling items:			
Joint venture management and other fees	22,710	13,044	12,442
Property management	(23,978)	(22,142)	(20,780)
Other operating expenses	(9,708)	(8,271)	(7,136)
Real estate depreciation and amortization	(374,598)	(358,154)	(341,490)
General and administrative	(59,690)	(47,800)	(42,238)

Casualty-related recoveries/(charges), net	(2,335)	(541)	12,253
Other depreciation and amortization	(6,679)	(5,775)	(6,741)
Income/(loss) from unconsolidated entities	62,329	(7,006)	(415)
Interest expense	(121,875)	(130,454)	(126,083)
Interest income and other income/(expense), net	1,551	11,837	4,681
Tax benefit/(provision), net	3,886	15,136	7,299
Gain/(loss) on sale of real estate owned, net of tax	251,677	143,647	40,449
Net (income)/loss attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	(16,773)	(5,511)	(1,530)
Net (income)/loss attributable to noncontrolling interests	(3)	3	60
Net income/(loss) attributable to UDR, Inc.	\$ 340,383	\$ 154,334	\$ 44,812

F - 49

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

The following table details the assets of UDR's reportable segments as of December 31, 2015 and 2014 (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Reportable apartment home segment assets:		
Same-Store communities:		
West Region	\$ 2,371,615	\$ 2,336,271
Mid-Atlantic Region	1,423,888	1,440,561
Southeast Region	730,060	727,933
Northeast Region	1,109,354	1,076,656
Southwest Region	450,305	440,587
Non-mature Communities/Other	3,105,054	2,361,251
Total segment assets	9,190,276	8,383,259

Accumulated depreciation	(2,646,874)	(2,434,772)
Total segment assets — net book value	6,543,402	5,948,487
Reconciling items:		
Cash and cash equivalents	6,742	15,224
Restricted cash	20,798	22,340
Notes receivable, net	16,694	14,369
Investment in and advances to unconsolidated joint ventures, net	938,906	718,226
Other assets	137,302	110,082
Total consolidated assets	\$ 7,663,844	\$ 6,828,728

Capital expenditures related to our *Same-Store Communities* totaled \$72.3 million, \$52.5 million, and \$43.0 million for the years ended December 31, 2015, 2014, and 2013, respectively. Capital expenditures related to our *Non-Mature Communities/Other* totaled \$12.9 million, \$10.9 million, and \$12.8 million for the years ended December 31, 2015, 2014, and 2013, respectively.

Markets included in the above geographic segments are as follows:

- i. West Region — Orange County, San Francisco, Seattle, Los Angeles, Monterey Peninsula, Other Southern California, and Portland
- ii. Mid-Atlantic Region — Metropolitan D.C., Baltimore, and Richmond
- iii. Southeast Region — Orlando, Nashville, Tampa and Other Florida
- iv. Northeast Region — New York and Boston
- v. Southwest Region — Dallas and Austin

16. CASUALTY-RELATED (RECOVERIES)/CHARGES

During the year ended December 31, 2015, the Company recorded \$2.3 million of casualty-related losses due to property damage caused by the severe snow storms on the east coast in early 2015 and water damage at a community, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

During the year ended December 31, 2014, the Company recorded \$0.5 million of casualty-related losses due to property damage incurred during an earthquake and a storm in California, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

F - 50

UDR, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

During the year ended December 31, 2013, the Company recorded \$12.3 million of casualty-related recoveries related to damage caused by Hurricane Sandy on the east coast in October 2012, all of which are included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

17. UNAUDITED SUMMARIZED CONSOLIDATED QUARTERLY FINANCIAL DATA

Selected consolidated quarterly financial data for the years ended December 31, 2015 and 2014 is summarized in the table below (*dollars in thousands, except per share amounts*):

	Three Months Ended			
	March 31,	June 30,	September 30,	December 31,
2015				
Rental income	\$ 207,047	\$ 212,764	\$ 217,765	\$ 234,352
Income/(loss) from continuing operations	76,417	10,842	13,695	4,528
Net income/(loss) attributable to common stockholders (a)	72,891	85,924	12,361	161,270
Income/(loss) attributable to common stockholders per weighted average common share (a):				
Basic	\$ 0.28	\$ 0.33	\$ 0.05	\$ 0.62
Diluted	\$ 0.28	\$ 0.33	\$ 0.05	\$ 0.61
Weighted average number of shares outstanding				
Basic	256,834	257,849	259,114	260,830
Diluted	258,662	262,806	261,207	266,108
2014				

Rental income (b)	\$	194,352	\$	200,959	\$	203,587	\$	206,104
Income/(loss) from continuing operations		(5,195)		4,359		10,611		6,485
Income/(loss) from discontinued operations, net of tax		(87)		18		79		—
Net income/(loss) attributable to common stockholders (a)		17,430		29,076		39,618		64,486
Income/(loss) attributable to common stockholders per weighted average common share (a):								
Basic and diluted	\$	0.07	\$	0.12	\$	0.16	\$	0.25
Weighted average number of shares outstanding								
Basic		250,177		250,255		251,655		253,983
Diluted		251,822		252,191		253,732		256,000

(a) Due to the quarterly pro-rata calculation of noncontrolling interest and rounding, the sum of the quarterly per share and/or dollar amounts may not equal the annual totals.

(b) Represents rental income from continuing operations, excluding amounts classified as discontinued operations.

[This page is intentionally left blank.]

Report of Independent Registered Public Accounting Firm

The Partners

United Dominion Realty, L.P.

We have audited the accompanying consolidated balance sheets of United Dominion Realty, L.P. (the “Partnership”) as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income/(loss), changes in capital, and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements are the responsibility of the Partnership’s management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Partnership’s internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership’s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 2 to the consolidated financial statements, the Partnership changed its presentation of debt issuance costs related to a recognized debt liability in the financial statements as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2015-03, “Interest-Imputation of Interest (Subtopic 835-30),” and Accounting Standards Update No. 2015-15, “Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements”. Also as discussed in Notes 2 and 3 to the consolidated financial statements, the Partnership changed its reporting of discontinued operations as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2014-08, “Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360), Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity”.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of United Dominion Realty, L.P. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects the information set forth therein.

/s/ Ernst & Young LLP

Denver, Colorado

February 23, 2016

(In thousands, except for unit data)

	December 31, 2015	December 31, 2014
ASSETS		
Real estate owned:		
Real estate held for investment	\$ 3,630,905	\$ 4,238,770
Less: accumulated depreciation	(1,281,258)	(1,403,303)
Total real estate owned, net of accumulated depreciation	2,349,647	2,835,467
Cash and cash equivalents	3,103	502
Restricted cash	11,344	13,811
Investment in unconsolidated entities	166,186	—
Other assets	24,528	24,029
Total assets	\$ 2,554,808	\$ 2,873,809
LIABILITIES AND CAPITAL		
Liabilities:		
Secured debt, net	\$ 475,964	\$ 927,484
Notes payable due to General Partner	273,334	88,696
Real estate taxes payable	2,775	7,061
Accrued interest payable	1,550	3,284
Security deposits and prepaid rent	15,929	18,387
Distributions payable	50,962	47,788
Deferred gains on the sale of depreciable property	—	24,622
Accounts payable, accrued expenses, and other liabilities	12,964	22,436
Total liabilities	833,478	1,139,758
Commitments and contingencies (Note 12)		

Capital:

Partners' capital:		
General partner:		
110,883 OP Units outstanding at December 31, 2015 and December 31, 2014	1,110	1,105
Limited partners:		
183,167,815 OP Units outstanding at December 31, 2015 and December 31, 2014	1,712,415	1,702,971
Accumulated other comprehensive loss	(113)	(1,075)
Total partners' capital	1,713,412	1,703,001
Advances (to)/from General Partner	(11,270)	13,624
Noncontrolling interests	19,188	17,426
Total capital	1,721,330	1,734,051
Total liabilities and capital	\$ 2,554,808	\$ 2,873,809

See accompanying notes to the consolidated financial statements.

F - 54

UNITED DOMINION REALTY, L.P.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per unit data)

	Year Ended December 31,		
	2015	2014	2013
REVENUES:			
Rental income	\$ 440,408	\$ 422,634	\$ 401,853
OPERATING EXPENSES:			
Property operating and maintenance	75,373	75,211	75,019
Real estate taxes and insurance	47,438	47,110	45,139
Property management	12,111	11,622	11,051
Other operating expenses	5,923	5,172	5,728

Real estate depreciation and amortization	169,784	179,176	179,367
General and administrative	27,016	28,541	24,808
Casualty-related (recoveries)/charges, net	843	541	(8,083)
Total operating expenses	338,488	347,373	333,029
Operating income	101,920	75,261	68,824
Income/(loss) from unconsolidated entities	(4,659)	—	—
Interest expense	(35,274)	(37,114)	(34,989)
Interest expense on note payable due to General Partner	(5,047)	(4,603)	(1,069)
Income/(loss) from continuing operations	56,940	33,544	32,766
Income/(loss) from discontinued operations	—	—	45,176
Income/(loss) before gain/(loss) on sale of real estate owned	56,940	33,544	77,942
Gain/(loss) on sale of real estate owned	158,123	63,635	—
Net income/(loss)	215,063	97,179	77,942
Net (income)/loss attributable to noncontrolling interests	(1,762)	(952)	(4,566)
Net income/(loss) attributable to OP unitholders	\$ 213,301	\$ 96,227	\$ 73,376
Net income/(loss) per weighted average OP Unit - basic and diluted:			
Net income/(loss) from continuing operations attributable to OP unitholders	\$ 1.16	\$ 0.53	\$ 0.16
Net income/(loss) from discontinued operations attributable to OP unitholders	—	—	0.24
Net income/(loss) attributable to OP unitholders	\$ 1.16	\$ 0.53	\$ 0.40
Weighted average OP Units outstanding - basic and diluted	183,279	183,279	184,196

See accompanying notes to the consolidated financial statements.

(In thousands)

	Year Ended December 31,		
	2015	2014	2013
Net income/(loss)	\$ 215,063	\$ 97,179	\$ 77,942
Other comprehensive income/(loss), including portion attributable to noncontrolling interests:			
Other comprehensive income/(loss) - derivative instruments:			
Unrealized holding gain/(loss)	(82)	(285)	(348)
(Gain)/loss reclassified into earnings from other comprehensive income/(loss)	1,044	2,275	2,652
Other comprehensive income/(loss), including portion attributable to noncontrolling interests	962	1,990	2,304
Comprehensive income/(loss)	216,025	99,169	80,246
Comprehensive (income)/loss attributable to noncontrolling interests	(1,762)	(952)	(4,566)
Comprehensive income/(loss) attributable to OP unitholders	\$ 214,263	\$ 98,217	\$ 75,680

See accompanying notes to consolidated financial statements.

F - 56

UNITED DOMINION REALTY, L.P.
CONSOLIDATED STATEMENTS OF CHANGES IN CAPITAL
(In thousands)

	Class A Limited Partner	Limited Partners	UDR, Inc.		Accumulated Other Comprehensive Income/(Loss), net	Total Partners' Capital	Advances (to)/from General Partner	Noncontrolling Interests	Total
			Limited Partner	General Partner					
Balance at December 31, 2012	\$ 41,656	\$ 181,762	\$ 1,698,027	\$ 1,223	\$ (5,369)	\$ 1,917,299	\$ (11,056)	\$ 12,513	\$ 1,918,756
Net income/(loss)	868	3,016	69,448	44	—	73,376	—	4,566	77,942

Distributions	(2,324)	(7,118)	(164,170)	(104)	—	(173,716)	—	—	(173,716)
OP Unit redemptions for common shares of UDR	—	(1,817)	1,817	—	—	—	—	—	—
Distribution of community to UDR	—	—	(23,329)	—	—	(23,329)	(53,712)	—	(77,041)
Adjustment to reflect limited partners' capital at redemption value	702	852	(1,554)	—	—	—	—	—	—
Other comprehensive income/(loss)	—	—	—	—	2,304	2,304	—	—	2,304
Net change in advances (to)/from General Partner	—	—	—	—	—	—	54,852	—	54,852
Balance at December 31, 2013	40,902	176,695	1,580,239	1,163	(3,065)	1,795,934	(9,916)	17,079	1,803,097
Net income/(loss)	920	3,938	91,311	58	—	96,227	—	952	97,179
Distributions	(2,328)	(7,789)	(180,917)	(116)	—	(191,150)	—	—	(191,150)
OP Unit redemptions for common shares of UDR	—	(4,371)	4,371	—	—	—	—	—	—
Adjustment to reflect limited partners' capital at redemption value	14,493	60,020	(74,513)	—	—	—	—	—	—
Other comprehensive income/(loss)	—	—	—	—	1,990	1,990	—	—	1,990
Net change in advances (to)/from General Partner	—	—	—	—	—	—	23,540	(605)	22,935
Balance at December 31, 2014	53,987	228,493	1,420,491	1,105	(1,075)	1,703,001	13,624	17,426	1,734,051
Net income/(loss)	2,201	8,515	202,456	129	—	213,301	—	1,762	215,063
Distributions	(2,328)	(8,138)	(193,262)	(124)	—	(203,852)	—	—	(203,852)
OP Unit Redemptions for common shares of UDR	—	(3,816)	3,816	—	—	—	—	—	—
Adjustment to reflect limited partners' capital at redemption value	10,549	43,427	(53,976)	—	—	—	—	—	—
Unrealized gain on derivative financial investments	—	—	—	—	962	962	—	—	962
Net change in advances (to)/from General Partner	—	—	—	—	—	—	(24,894)	—	(24,894)
Balance at December 31, 2015	\$ 64,409	\$ 268,481	\$ 1,379,525	\$ 1,110	\$ (113)	\$ 1,713,412	\$ (11,270)	\$ 19,188	\$ 1,721,330

See accompanying notes to the consolidated financial statements.

Year Ended December 31,

	2015	2014	2013
Operating Activities			
Net income/(loss)	215,063	97,179	\$ 77,942
Adjustments to reconcile net income/(loss) to net cash provided by operating activities:			
Depreciation and amortization	169,784	179,176	181,302
Net gain on the sale of depreciable property	(158,123)	(63,635)	(41,518)
(Income)/loss from unconsolidated entities	4,659	—	—
Other	606	2,497	1,827
Changes in operating assets and liabilities:			
(Increase)/decrease in operating assets	385	(1,756)	(11,685)
Increase/(decrease) in operating liabilities	(5,609)	(5,429)	478
Net cash provided by/(used in) operating activities	226,765	208,032	208,346
Investing Activities			
Acquisition of real estate assets	(141,424)	—	—
Proceeds from sales of real estate investments, net	232,728	47,922	79,437
Development of real estate assets	(6,280)	(47,220)	(66,407)
Capital expenditures and other major improvements — real estate assets, net of escrow reimbursement	(61,441)	(47,352)	(76,984)
Net cash provided by/(used in) investing activities	23,583	(46,650)	(63,954)
Financing Activities			
Advances (to)/from General Partner, net	(232,764)	(153,751)	(92,537)
Proceeds from the issuance of secured debt	184,638	5,909	—
Payments on secured debt	(189,244)	(4,995)	(42,237)
Distributions paid to partnership unitholders	(10,367)	(9,929)	(9,348)
Payments of financing costs	(10)	(11)	(1,177)

Net cash provided by/(used in) financing activities	(247,747)	(162,777)	(145,299)
Net increase/(decrease) in cash and cash equivalents	2,601	(1,395)	(907)
Cash and cash equivalents, beginning of year	502	1,897	2,804
Cash and cash equivalents, end of year	\$ 3,103	\$ 502	\$ 1,897

Supplemental Information:

Interest paid during the period, net of amounts capitalized	\$ 44,881	\$ 44,629	\$ 42,506
Non-cash transactions:			
Non-cash transactions associated with contribution to DownREIT Partnership:			
Real estate owned, net of accumulated depreciation	405,116	—	—
Investment in DownREIT Partnership	174,822	—	—
Secured debt, net	228,390	—	—
Real estate distributed to the General Partner	—	—	74,586
OP Units redeemed by General Partner in partial consideration for real estate distributed	—	—	23,329
Reallocation of credit facilities debt from General Partner	17,557	—	13,682
Development costs and capital expenditures incurred but not yet paid	3,118	7,254	6,371

See accompanying notes to the consolidated financial statements.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2015

1. CONSOLIDATION AND BASIS OF PRESENTATION

United Dominion Realty, L.P. (“UDR, L.P.,” the “Operating Partnership,” “we” or “our”) is a Delaware limited partnership that owns, acquires, renovates, redevelops, manages, and disposes of multifamily apartment communities generally located in high barrier to entry markets located in the United States. The high barrier to entry markets are characterized by limited land for new construction, difficult and lengthy entitlement process, expensive single-family home prices and significant employment growth potential. UDR, L.P. is a subsidiary of UDR, Inc. (“UDR” or the “General Partner”), a self-administered real estate investment trust, or REIT, through which UDR conducts a significant portion of its business. During the years ended December 31, 2015, 2014, and 2013, rental revenues of the Operating Partnership represented 51%, 52%, and 54%, respectively, of the General Partner’s consolidated rental revenues (including those classified within discontinued operations). At December 31, 2015, the Operating Partnership’s apartment portfolio consisted of 57 communities located in 14 markets consisting of 16,974 apartment homes.

Interests in UDR, L.P. are represented by operating partnership units (“OP Units”). The Operating Partnership’s net income is allocated to the partners, which is initially based on their respective distributions made during the year and secondly, their percentage interests. Distributions are made in accordance with the terms of the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. (the “Operating Partnership Agreement”), on a per unit basis that is generally equal to the dividend per share on UDR’s common stock, which is publicly traded on the New York Stock Exchange (“NYSE”) under the ticker symbol “UDR.”

As of December 31, 2015, there were 183,278,698 OP Units outstanding, of which 174,225,399 or 95.1% were owned by UDR and affiliated entities and 9,053,299 or 4.9% were owned by non-affiliated limited partners. There were 183,278,698 OP Units outstanding as of December 31, 2014, of which 174,113,225 or 95.0% were owned by UDR and affiliated entities and 9,165,473 or 5.0% were owned by non-affiliated limited partners.

As sole general partner of the Operating Partnership, UDR owned all 110,883 general partner OP units or 0.1% of the total OP Units outstanding as of December 31, 2015 and 2014. At December 31, 2015 and 2014, there were 183,167,815 limited partner OP Units outstanding, of which 1,873,332 were Class A Limited Partnership Units. Of the limited partner OP Units outstanding, UDR owned 174,114,516 or 95.1% and 174,002,342 or 95.0% at December 31, 2015 and 2014, respectively. The remaining 9,053,299 or 4.9% and 9,165,473 or 5.0% of the limited partner OP Units outstanding were held by non-affiliated partners at December 31, 2015 and 2014, respectively, of which 1,751,671 were Class A Limited Partnership units. See Note 10, *Capital Structure*.

The Operating Partnership evaluated subsequent events through the date its financial statements were issued. No recognized or non-recognized subsequent events were noted.

2. SIGNIFICANT ACCOUNTING POLICIES

Recent Accounting Pronouncements

In April 2014, the FASB issued ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, which incorporates a requirement that a disposition represent a strategic shift in an entity’s operations into the definition of a discontinued operation. In accordance with the ASU, a discontinued operation represents (1) a component of an entity or group of components that has been disposed of or is classified as held for sale in a single transaction and represents a strategic shift that has or will have a major effect on an entity’s financial results, or (2) an acquired business that is classified as held for sale on the date of acquisition. A strategic shift could include a disposal of (1) a separate major line of business, (2) a separate major geographic area of operations, (3) a major equity method investment, or (4) other major parts of an entity. The standard requires prospective application and will be effective for interim and annual periods beginning on or after December 15, 2014, with early adoption permitted. The early adoption provision excludes components of an entity that were sold or classified as held for sale prior to the adoption of the standard.

The Operating Partnership elected to early adopt this standard effective January 1, 2014, which had a significant impact on the Operating Partnership’s consolidated financial statements as further discussed in Note 3, *Discontinued Operations*. Subsequent to the Operating Partnership’s adoption of ASU 2014-08, the sale of real estate that does not meet the definition of a discontinued operation under the standard is included in *Gain/(loss) on sale of real estate owned, net of tax* on the Consolidated Statements of Operations.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. The standard provides companies with a single model for use in accounting for revenue arising from contracts with customers and supersedes current revenue recognition guidance, including industry-specific revenue guidance. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The standard specifically excludes lease contracts. The ASU allows for the use of either the full or modified

retrospective transition method, and the standard will be effective for the Operating Partnership on January 1, 2017; early adoption is not permitted. The Operating Partnership has not yet selected a transition method and we are currently evaluating the effect that the updated standard will have on our consolidated financial statements and related disclosures.

In February 2015, the FASB issued ASU 2015-02, *Amendments to the Consolidation Analysis*, which makes changes to both the variable interest model and the voting model of consolidation. Under ASU 2015-02, companies will need to re-evaluate whether an entity meets the criteria to be considered a variable interest entity (“VIE”) or whether the consolidation of an entity should be assessed under the voting model. The new standard specifically eliminates the presumption in the current voting model that a general partner controls a limited partnership or similar entity unless that presumption can be overcome. The new standard will be effective for the Operating Partnership beginning on January 1, 2016 and must be applied using a modified retrospective approach by recording a cumulative-effect adjustment to equity as of the beginning of the period of adoption or retrospectively to each period presented. The Operating Partnership does not expect the adoption of the new standard to result in the consolidation of entities not previously consolidated or the deconsolidation of any entities previously consolidated. Upon adopting the new standard, the Operating Partnership expects that the DownREIT Partnership will become a VIE as the limited partners lack substantive kick-out rights and substantive participating rights. The Operating Partnership does not expect to be the primary beneficiary of the DownREIT Partnership and will continue to record its interest as an equity method investment.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, to revise the presentation of debt issuance costs. Under ASU 2015-03, entities will present debt issuance costs in their balance sheet as a direct deduction from the related debt liability rather than as an asset. Amortization of the deferred costs will continue to be included in interest expense. ASU 2015-03 does not directly address presentation or subsequent measurement of issuance costs related to line-of-credit arrangements. In August 2015, the FASB issued ASU 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements*, which clarifies that such costs may be presented as an asset and subsequently amortized over the term of the line-of-credit arrangement. The cumulative guidance, which is to be applied retrospectively to all prior periods, is effective for fiscal years beginning after December 15, 2015, with early adoption permitted for financial statements that have not been previously issued.

The Operating Partnership elected to early adopt ASU 2015-03 and ASU 2015-15 during the fourth quarter of 2015. As a result, at December 31, 2015 and 2014, deferred financing costs of \$2.2 million and \$4.5 million, respectively, are included as a reduction to *Secured debt, net* on the accompanying Consolidated Balance Sheets. At December 31, 2014, *Secured debt, net* previously disclosed as \$932.0 million has been adjusted to \$927.5 million in the accompanying Consolidated Balance Sheets.

In September 2015, the FASB issued ASU 2015-16, *Simplifying the Accounting for Measurement-Period Adjustments*, which requires that the cumulative impact of a measurement-period adjustment, including impacts on prior periods, be recognized in the reporting period in which the adjustment amount is determined and, therefore, eliminates the requirement to retrospectively account for the adjustment in prior periods presented. The new standard will be effective for the Operating Partnership beginning on January 1, 2016 and must be applied prospectively to measurement-period adjustments that occur after the effective date. The Operating Partnership will comply with the new guidance upon adoption.

Real Estate

Real estate assets held for investment are carried at historical cost and consist of land, buildings and improvements, furniture, fixtures and equipment and other costs incurred during their development, acquisition and redevelopment.

Expenditures for ordinary repair and maintenance costs are charged to expense as incurred. Expenditures for improvements, renovations, and replacements related to the acquisition and/or improvement of real estate assets are capitalized and depreciated over their estimated useful lives if the expenditures qualify as a betterment or the life of the related asset will be substantially extended beyond the original life expectancy.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

The Operating Partnership purchases real estate investment properties and records the tangible and identifiable intangible assets and liabilities acquired based on their estimated fair value. The primary, although not only, identifiable intangible asset associated with our portfolio is the value of existing lease agreements. When recording the acquisition of a community, we first assign fair value to the estimated intangible value of the existing lease agreements and then to the estimated value of the land, building and fixtures assuming the community is vacant. The Operating Partnership estimates the intangible value of the lease agreements by determining the lost revenue associated with a hypothetical lease-up. Depreciation on the building is based on the expected useful life of the asset and the in-place leases are amortized over their remaining average contractual life. Property acquisition costs are expensed as incurred.

Quarterly or when changes in circumstances warrant, the Operating Partnership will assess our real estate properties for indicators of impairment. In determining whether the Operating Partnership has indicators of impairment in our real estate assets, we assess whether the long-lived asset's carrying value exceeds the community's undiscounted future cash flows, which is representative of projected net operating income ("NOI") plus the residual value of the community. Our future cash flow estimates are based upon historical results adjusted to reflect our best estimate of future market and operating conditions and our estimated holding periods. If such indicators of impairment are present and the carrying value exceeds the undiscounted cash flows of the community, an impairment loss is recognized equal to the excess of the carrying amount of the asset over its estimated fair value. Our estimates of fair market value represent our best estimate based primarily upon unobservable inputs related to rental rates, operating costs, growth rates, discount rates and capitalization rates, industry trends and reference to market rates and transactions.

For long-lived assets to be disposed of, impairment losses are recognized when the fair value of the asset less estimated cost to sell is less than the carrying value of the asset. Properties classified as real estate held for sale generally represent properties that are actively marketed or contracted for sale with the closing expected to occur within the next twelve months. Real estate held for sale is carried at the lower of cost, net of accumulated depreciation, or fair value, less the cost to sell, determined on an asset-by-asset basis. Expenditures for ordinary repair and maintenance costs on held for sale properties are charged to expense as incurred. Expenditures for improvements, renovations, and replacements related to held for sale properties are capitalized at cost. Depreciation is not recorded on real estate held for sale.

Depreciation is computed on a straight-line basis over the estimated useful lives of the related assets which are 35 to 55 years for buildings, 10 to 35 years for major improvements, and 3 to 10 years for furniture, fixtures, equipment, and other assets.

Predevelopment, development, and redevelopment projects and related costs are capitalized and reported on the Consolidated Balance Sheets as *Total real estate owned, net of accumulated depreciation*. The Operating Partnership capitalizes costs directly related to the predevelopment, development, and redevelopment of a capital project, which include, but are not limited to, interest, real estate taxes, insurance, and allocated development and redevelopment overhead related to support costs for personnel working on the capital projects. We use our professional judgment in determining whether such costs meet the criteria for capitalization or must be expensed as incurred. These costs are capitalized only during the period in which activities necessary to ready an asset for its intended use are in progress and such costs are incremental and identifiable to a specific activity to get the asset ready for its intended use. These costs, excluding the direct costs of development and redevelopment and capitalized interest, for the years ended December 31, 2015, 2014, and 2013 were \$0.7 million, \$2.0 million, and \$2.5 million, respectively. During the years ended December 31, 2015, 2014, and 2013, total interest capitalized was \$0.2 million, \$2.9 million, and \$5.9 million, respectively. As each home in a capital project is completed and becomes available for lease-up, the Operating Partnership ceases capitalization on the related portion and depreciation commences over the estimated useful life.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, demand deposits with financial institutions and short-term, highly liquid investments. We consider all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. The majority of the Operating Partnership's cash and cash equivalents are held at major commercial banks.

Restricted Cash

Restricted cash consists of escrow deposits held by lenders for real estate taxes, insurance and replacement reserves, and security deposits.

UNITED DOMINION REALTY, L.P.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)****DECEMBER 31, 2015****Revenue and Real Estate Sales Gain Recognition**

Rental income related to leases is recognized on an accrual basis when due from residents and tenants in accordance with GAAP. Rental payments are generally due on a monthly basis and recognized when earned. The Operating Partnership recognizes interest income, management and other fees and incentives when earned, fixed and determinable.

For sale transactions meeting the requirements for full accrual profit recognition, we remove the related assets and liabilities from our Consolidated Balance Sheets and record the gain or loss in the period the transaction closes. For sale transactions that do not meet the full accrual sale criteria due to our continuing involvement, we evaluate the nature of the continuing involvement and account for the transaction under an alternate method of accounting. Unless certain limited criteria are met, non-monetary transactions, including property exchanges, are accounted for at fair value.

Sales to entities in which we or our General Partner retain or otherwise own an interest are accounted for as partial sales. If all other requirements for recognizing profit under the full accrual method have been satisfied and no other forms of continuing involvement are present, we recognize profit proportionate to the outside interest in the buyer and defer the gain on the interest we or our General Partner retain. The Operating Partnership recognizes any deferred gain when the property is sold to a third party. In transactions accounted for by us as partial sales, we determine if the buyer of the majority equity interest in the venture was provided a preference as to cash flows in either an operating or a capital waterfall. If a cash flow preference has been provided, we recognize profit only to the extent that proceeds from the sale of the majority equity interest exceed costs related to the entire property.

Derivative Financial Instruments

The General Partner utilizes derivative financial instruments to manage interest rate risk and generally designates these financial instruments as cash flow hedges. Derivative financial instruments associated with the Operating Partnership's allocation of the General Partner's debt are recorded on our Consolidated Balance Sheets as either an asset or liability and measured quarterly at their fair value. The changes in fair value for the General Partner's cash flow hedges allocated to the Operating Partnership that are deemed effective are reflected in other comprehensive income and for non-designated derivative financial instruments in earnings. The ineffective component of cash flow hedges, if any, is recorded in earnings.

Noncontrolling Interests

The noncontrolling interests represent the General Partner's interests in certain consolidated subsidiaries and are presented in the capital section of the Consolidated Balance Sheets since these interests are not convertible or redeemable into any other ownership interests of the Operating Partnership.

During the year ended December 31, 2013, the Operating Partnership corrected an error in the General Partner's ownership interest in one of the consolidated subsidiaries. The correction increased the General Partner's ownership interest resulting in a cumulative adjustment increasing *Net (income)/loss attributable to noncontrolling interests* by \$3.3 million on the Consolidated Statements of Operations with a corresponding increase to *Noncontrolling interests* on the Consolidated Balance Sheets. Management believes the impact of the cumulative adjustment in 2013 is immaterial to the financial statements taken as a whole.

Income Taxes

The taxable income or loss of the Operating Partnership is reported on the tax returns of the partners. Accordingly, no provision has been made in the accompanying financial statements for federal or state income taxes on income that is passed through to the partners. However, any state or local revenue, excise or franchise taxes that result from the operating activities of the Operating Partnership are recorded at the entity level. The Operating Partnership's tax returns are subject to examination by federal and state taxing authorities. Net income for financial reporting purposes differs from the net income for income tax reporting purposes primarily due to temporary differences, principally real estate

depreciation and the tax deferral of certain gains on property sales. The differences in depreciation result from differences in the book and tax basis of certain real estate assets and the differences in the methods of depreciation and lives of the real estate assets.

The Operating Partnership follows the accounting guidance within GAAP, with respect to how uncertain tax positions should be recognized, measured, presented, and disclosed in the financial statements. The guidance requires the accounting and disclosure of tax positions taken or expected to be taken in the course of preparing the Operating Partnership's tax returns to

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax benefit or expense in the current year. Management of the Operating Partnership is required to analyze all open tax years, as defined by the statute of limitations, for all major jurisdictions, which include federal and certain states. The Operating Partnership has no examinations in progress and none are expected at this time.

Management of the Operating Partnership has reviewed all open tax years (2011 through 2014) and major jurisdictions, and concluded there is no tax liability resulting from unrecognized tax benefits relating to uncertain income tax positions taken or expected to be taken in future tax returns.

Discontinued Operations

Prior to the adoption of ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, the results of operations for those properties sold during the year or classified as held for sale at the end of the current year were classified as discontinued operations in the current and prior periods. Further, to meet the discontinued operations criteria, the Operating Partnership or related parties will not have any significant continuing involvement in the ownership or operation of the property after the sale or disposition. Once a property is classified as held for sale, depreciation is no longer recorded. However, if the Operating Partnership determines that the property no longer meets the criteria for held for sale, the Operating Partnership will recapture any unrecorded depreciation on the property. The assets and liabilities, if any, of properties classified as held for sale are presented separately on the Consolidated Balance Sheets at lower of their carrying amount or their estimated fair value less the costs to sell the assets. (See Note 3, *Discontinued Operations and Assets Held for Sale*, for further discussion).

Allocation of General and Administrative Expenses

The Operating Partnership is charged directly for general and administrative expenses it incurs. The Operating Partnership is also charged with other general and administrative expenses that have been allocated by the General Partner to each of its subsidiaries, including the Operating Partnership, based on each subsidiary's pro-rata portion of UDR's total apartment homes. (See Note 7, *Related Party Transactions*.)

Advertising Costs

All advertising costs are expensed as incurred and reported on the Consolidated Statements of Operations within the line item *General and administrative*. During the years ended December 31, 2015, 2014, and 2013, total advertising expense from continuing and discontinued operations was \$2.4 million, \$2.5 million, and \$2.5 million, respectively.

Comprehensive Income/(Loss)

Comprehensive income/(loss), which is defined as the change in capital during each period from transactions and other events and circumstances from nonowner sources, including all changes in capital during a period except for those resulting from investments by or distributions to partners, is displayed in the accompanying Consolidated Statements of Comprehensive Income/(Loss). For the years ended December 31, 2015, 2014, and 2013, the Operating Partnership's other comprehensive income/(loss) consisted of the gain/(loss) (effective portion) on derivative instruments that are designated as and qualify as cash flow hedges and (gain)/loss reclassified from other comprehensive

income/(loss) into earnings. The (gain)/loss reclassified from other comprehensive income/(loss) is included in *Interest expense* on the Consolidated Statements of Operations. See Note 9, *Derivatives and Hedging Activity*, for further discussion.

Use of Estimates

The preparation of these financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities at the dates of the financial statements and the amounts of revenues and expenses during the reporting periods. Actual amounts realized or paid could differ from those estimates.

Market Concentration Risk

The Operating Partnership is subject to increased exposure from economic and other competitive factors specific to those markets where it holds a significant percentage of the carrying value of its real estate portfolio at December 31, 2015, the

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Operating Partnership held greater than 10% of the carrying value of its real estate portfolio in the Orange County, California; San Francisco, California; and New York, New York markets.

3. DISCONTINUED OPERATIONS AND ASSETS HELD FOR SALE

Effective January 1, 2014, UDR, L.P. prospectively adopted ASU No. 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, for all communities not previously sold or classified as held for sale. The standard had a material impact on the Operating Partnership's consolidated financial statements. As a result of adopting the ASU, during the year ended December 31, 2014, gains, net of tax, of \$62.5 million from disposition of real estate, excluding a \$1.1 million gain related to the sale of land, are included in *Gain/(loss) on sale of real estate owned* on the Consolidated Statements of Operations rather than in *Income/(loss) from discontinued operations* on the Consolidated Statements of Operations.

Prior to the prospective adoption of ASU 2014-08, FASB Accounting Standards Codification ("ASC") Subtopic 205-20 required, among other things, that the primary assets and liabilities and the results of operations of the Operating Partnership's real properties that have been sold or are held for disposition, be classified as discontinued operations and segregated in UDR, L.P.'s Consolidated Statements of Operations and Consolidated Balance Sheets. Consequently, the primary assets and liabilities and the net operating results of those properties sold or classified as held for disposition prior to January 1, 2014 are accounted for as discontinued operations for all periods presented. This presentation does not have an impact on net income available to common stockholders; it only results in the reclassification of the operating results within the Consolidated Statements of Operations for the periods ended December 31, 2015, 2014, and 2013.

During the year ended December 31, 2013, the Operating Partnership sold two communities in the Sacramento market with 914 apartment homes for gross proceeds of \$81.1 million. At December 31, 2015 and 2014, the Operating Partnership had no communities that met the criteria to be classified as held for sale and included in *Income/(loss) from discontinued operations* on the Consolidated Statements of Operations.

During the years ended December 31, 2015, 2014, and 2013, the Operating Partnership recognized net gain/(loss) on the sale of depreciable properties of \$0.0, \$0.0, and \$41.5 million, respectively, in *Income/(loss) from discontinued operations* on the Consolidated Statements of Operations.

The following is a summary of income from discontinued operations for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

Year Ended December 31,

	2015	2014	2013
Rental income	\$ —	\$ —	\$ 8,989
Rental expenses	—	—	3,149
Property management	—	—	247
Real estate depreciation	—	—	1,935
Income/(loss) attributable to disposed properties	—	—	3,658
Net gain/(loss) on the sale of depreciable properties	—	—	41,518
Income/(loss) from discontinued operations	\$ —	\$ —	\$ 45,176

F - 64

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

4. REAL ESTATE OWNED

Real estate assets owned by the Operating Partnership consists of income producing operating properties, properties under development, land held for future development, and sold or held for sale properties. At December 31, 2015, the Operating Partnership owned and consolidated 57 communities in eight states plus the District of Columbia totaling 16,974 apartment homes. The following table summarizes the carrying amounts for our real estate owned (at cost) as of December 31, 2015 and 2014 (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Land	\$ 833,300	\$ 1,008,014
Depreciable property — held and used:		
Buildings, improvements, and furniture, fixtures and equipment	2,797,605	3,230,756
Real estate owned	3,630,905	4,238,770
Accumulated depreciation	(1,281,258)	(1,403,303)
Real estate owned, net	\$ 2,349,647	\$ 2,835,467

Acquisitions

In October 2015, the Operating Partnership acquired one community in Alexandria, Virginia with 421 apartment homes for a purchase price of \$142.0 million, which was funded through reverse tax-deferred like-kind exchanges under Section 1031 of the Internal Revenue Code of 1986 (“Section 1031 exchanges”). The Operating Partnership performed a valuation analysis of the fair market value of the assets and liabilities of the acquired community as of the acquisition date. The following table summarizes the allocation of the purchase price (*in thousands*):

Land	\$	27,749
Buildings		111,878
Intangible assets		2,373
Total assets acquired	\$	142,000

Substantially all acquired intangible assets will be amortized in 2016 based on the average term of acquired leases of 14 months or less.

The Operating Partnership did not have any acquisitions during the year ended December 31, 2014.

Dispositions

In connection with the formation of the DownREIT Partnership in October 2015, the Operating Partnership contributed seven operating communities to the DownREIT Partnership. The Operating Partnership recorded its contribution to the DownREIT Partnership at book value and consequently deferred a gain of \$296.4 million. As a result of the contribution, the Operating Partnership lost its controlling interest and deconsolidated the seven operating communities. The Operating Partnership accounts for its investment in the DownREIT Partnership under the equity method of accounting as described in Note 5, *Unconsolidated Entities*.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

The following table summarizes the impact of the deconsolidation of the contributed assets on the Consolidated Balance Sheet at December 31, 2015 (*in thousands*):

Assets		
Real estate held for investment	\$	(628,479)
Accumulated depreciation		223,363

Real estate held for investment, net	(405,116)
Cash and cash equivalents	(140)
Other assets	(1,680)
Total assets	\$ (406,936)
Liabilities	
Secured debt, net	\$ (228,390)
Real estate taxes payable	(4,123)
Accounts payable, accrued expenses, and other liabilities	(5,781)
Total liabilities	\$ (238,294)

As described in Note 5, *Unconsolidated Entities*, the Operating Partnership accounts for its interest in the DownREIT Partnership, including the seven contributed properties, as an equity method investment.

During the year ended December 31, 2015, the Operating Partnership sold five communities with a total of 1,149 apartment homes for gross proceeds of \$250.9 million, resulting in net proceeds of \$232.4 million and a total gain, net of tax, of \$133.5 million. A portion of the sale proceeds were designated for Section 1031 exchanges for the October 2015 acquisition described above. Additionally, the Operating Partnership recognized a gain of \$24.6 million, which was previously deferred, in connection with the sale of the communities held by the Texas joint venture in January 2015.

During the year ended December 31, 2014, the Operating Partnership sold one community and an adjacent parcel of land in San Diego, California for gross proceeds of \$48.7 million, resulting in a \$24.4 million gain and net proceeds of \$47.9 million. The Operating Partnership also recorded a gain of \$39.2 million in connection with the sale of two communities, one in Tampa, Florida and one in Los Angeles, California, which was previously deferred. The total gains of \$63.6 million were included in *Gain/(loss) on sale of real estate owned* on the Consolidated Statements of Operations.

5. UNCONSOLIDATED ENTITIES

UDR Lighthouse DownREIT L.P. Formation

In October 2015, in connection with the acquisition of four properties from Home Properties, L.P., UDR, Inc., as the sole general partner and a limited partner, and the Operating Partnership, as limited partner, entered into the Agreement of Limited Partnership (the “Partnership Agreement”) of the DownREIT Partnership.

As the sole general partner of the DownREIT Partnership, UDR, Inc. has full, complete and exclusive discretion to manage and control the business of the DownREIT Partnership and to make all decisions affecting the business and assets of the DownREIT Partnership, subject to certain protective limitations set forth in the Partnership Agreement. As of the closing of the transactions, UDR, Inc. and the Operating Partnership owned approximately 8.5% and 41.6%, respectively, of the units of limited partnership interest in the DownREIT Partnership (“DownREIT Units”), which they received in exchange for their contribution of the following properties to the DownREIT Partnership and cash of \$25.5 million:

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Property	Location
Ridge at Blue Hills ^(a)	Braintree, MA
Residences at the Domain ^(a)	Austin, TX
Inwood West ^(b)	Woburn, MA
Thirty377 ^(b)	Dallas, TX
Legacy Village ^(b)	Plano, TX
Delancey at Shirlington ^(b)	Arlington, VA
Circle Towers ^(b)	Fairfax, VA
Barton Creek Landing ^(b)	Austin, TX
The Whitmore ^(b)	Arlington, VA

(a) Contributed by UDR, Inc.

(b) Contributed by the Operating Partnership.

The limited partners have no power to remove UDR, Inc. as general partner of the DownREIT Partnership. The DownREIT Partnership is structured to make distributions in respect of DownREIT Units that will be equivalent to the distributions made to holders of UDR, Inc.'s common stock. Subject to certain terms and conditions set forth in the Partnership Agreement, limited partners in the DownREIT Partnership (other than UDR, Inc. and its affiliates) have the right, commencing one year after the date of issuance, to tender their DownREIT Units for redemption for cash or, at UDR Inc.'s election, for shares of its common stock on a one-for-one basis (subject to the anti-dilution adjustments provided in the Partnership Agreement).

The DownREIT Partnership is accounted for by the Operating Partnership under the equity method of accounting, and is included in *Investment in unconsolidated entities* on the Consolidated Balance Sheets. The communities listed above that were contributed to the DownREIT Partnership by the Operating Partnership were deconsolidated by the Operating Partnership upon contribution. See Note 4, *Real Estate Owned*, for the impact of the deconsolidation on the Consolidated Balance Sheets.

The Operating Partnership recognizes earnings or losses from its investments in unconsolidated entities consisting of our proportionate share of the net earnings or losses of the partnership.

The following table summarizes the Operating Partnership's investment in the DownREIT Partnership as of December 31, 2015 (*dollars in thousands*):

Entity	Location of Properties	Number of Properties	Number of Apartment Homes	Investment at	UDR's Ownership Interest
---------------	-------------------------------	-----------------------------	----------------------------------	----------------------	---------------------------------

		December 31, 2015	December 31, 2015	December 31, 2015	December 31, 2014	December 31, 2015	December 31, 2014
Operating and development:							
DownREIT Partnership	Various	13 operating communities	6,261	\$ 166,186	\$ —	41.6%	—%

F - 67

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Combined summary financial information relating to all of the DownREIT Partnership's operations (not just our proportionate share), is presented below for the year ended December 31, 2015 (*dollars in thousands*):

As of and For the Year Ended

December 31, 2015

DownREIT Partnership

Condensed Consolidated Statement of Operations:

Rental income	\$	29,933
Property operating and maintenance		(9,991)
Real estate depreciation and amortization		(28,934)
Operating income/(loss)		(8,992)
Interest expense		(3,632)
Other income/(expense)		(3,180)
Net income/(loss)	\$	(15,804)
OP recorded income (loss) from unconsolidated entities	\$	(4,659)

Condensed Consolidated Balance Sheet:

Total real estate, net	\$	1,457,244
Cash and cash equivalents		89
Other assets		37,228
Note receivable from affiliate		126,500
Amount due from UDR		35,293

Total assets		1,656,354
Secured debt, net		524,052
Accounts payable, accrued expenses and other liabilities		25,487
Total liabilities		549,539
Total equity		1,106,815
Total liabilities and equity	\$	1,656,354
OP's investment in and advances to unconsolidated joint ventures	\$	166,186

The Operating Partnership's results of operations include loss from unconsolidated entities of \$4.7 million related to the acquisition of interest in the DownREIT Partnership from the acquisition date to December 31, 2015.

The unaudited pro forma information below summarizes the Operating Partnership's combined results of operations for the years ended December 31, 2015, and 2014 as though the above acquisition was completed on January 1, 2014. The information for the year ended December 31, 2015 includes pro forma results for the portion of the period prior to the acquisition date and actual results from the date of acquisition through the end of the period. The supplemental pro forma operating data is not necessarily indicative of what the actual results of operations would have been assuming the transaction had been completed as set forth above, nor does it purport to represent the Operating Partnership's results of operations for future periods (*in thousands*):

	Year Ended December 31,	
	2015	2014
Pro forma net income/(loss) from unconsolidated entities	\$ (12,006)	\$ (26,511)
Pro forma net income/(loss) attributable to OP unitholders	\$ 205,954	\$ 69,716

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

6. SECURED DEBT, NET

Our secured debt instruments generally feature either monthly interest and principal or monthly interest-only payments with balloon payments due at maturity. For purposes of classification in the following table, variable rate debt with a derivative financial instrument designated as a cash flow hedge is deemed as fixed rate debt due to the Operating Partnership having effectively established the fixed interest rate for the underlying debt instrument. Secured debt consists of the following as of December 31, 2015 and 2014 (*dollars in thousands*):

	Principal Outstanding		For the Year Ended December 31, 2015		
	December 31,		Weighted Average Interest Rate	Weighted Average Years to Maturity	Number of Communities Encumbered
	2015	2014			
Fixed Rate Debt					
Mortgage notes payable	\$ 30,132	\$ 378,371	3.43%	0.6	1
Fannie Mae credit facilities	250,828	333,828	5.08%	3.7	8
Deferred financing costs	(1,627)	(3,665)			
Total fixed rate secured debt, net	279,333	708,534	4.90%	3.3	9
Variable Rate Debt					
Tax-exempt secured note payable	27,000	27,000	0.76%	16.2	1
Fannie Mae credit facilities	170,203	192,760	1.90%	4.7	6
Deferred financing costs	(572)	(810)			
Total variable rate secured debt, net	196,631	218,950	1.74%	6.3	7
Total secured debt, net	\$ 475,964	\$ 927,484	3.76%	4.5	16

As of December 31, 2015, an aggregate commitment of \$421.0 million of the General Partner's secured credit facilities with Fannie Mae was allocated to the Operating Partnership based on the ownership of the assets securing the debt. The entire commitment was outstanding at December 31, 2015. The Fannie Mae credit facilities mature at various dates from May 2017 through July 2023 and bear interest at floating and fixed rates. At December 31, 2015, \$250.8 million of the outstanding balance was fixed at a weighted average interest rate of 5.08% and the remaining balance of \$170.2 million on these facilities had a weighted average variable interest rate of 1.90%. The following is information related to the credit facilities allocated to the Operating Partnership (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Borrowings outstanding	\$ 421,031	\$ 526,588
Weighted average borrowings during the period ended	425,522	527,592
Maximum daily borrowings during the period ended	431,462	528,659
Weighted average interest rate during the period ended	3.8%	4.1%
Interest rate at the end of the period	3.8%	4.0%

The Operating Partnership may from time to time acquire properties subject to fixed rate debt instruments. In those situations, management will record the secured debt at its estimated fair value and amortize any difference between the fair value and par to interest

expense over the life of the underlying debt instrument. The unamortized fair value adjustment of the fixed rate debt instruments on the Operating Partnership's properties was a net premium of \$0.0 and \$6.2 million at December 31, 2015 and 2014, respectively.

Fixed Rate Debt

Mortgage notes payable. Fixed rate mortgage notes payable are generally due in monthly installments of principal and interest and mature in August 2016 and carry an interest rate of 3.43%.

F - 69

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Secured credit facilities. At December 31, 2015, the General Partner had borrowings against its fixed rate facilities of \$514.5 million, of which \$250.8 million was allocated to the Operating Partnership based on the ownership of the assets securing the debt. As of December 31, 2015, the fixed rate Fannie Mae credit facilities allocated to the Operating Partnership had a weighted average fixed interest rate of 5.08%.

Variable Rate Debt

Tax-exempt secured note payable. The variable rate mortgage note payable that secures tax-exempt housing bond issues matures in March 2032. Interest on this note is payable in monthly installments. The mortgage note payable has an interest rate of 0.76% as of December 31, 2015.

Secured credit facilities. At December 31, 2015, the General Partner had borrowings against its variable rate facilities of \$299.4 million, of which \$170.2 million was allocated to the Operating Partnership based on the ownership of the assets securing the debt. As of December 31, 2015, the variable rate borrowings under the Fannie Mae credit facilities allocated to the Operating Partnership had a weighted average floating interest rate of 1.90%.

The aggregate maturities of the Operating Partnership's secured debt due during each of the next ten calendar years subsequent to December 31, 2015 are as follows (*dollars in thousands*):

	Fixed		Variable		Total
	Mortgage Notes Payable	Secured Credit Facilities	Tax-Exempt Secured Notes Payable	Secured Credit Facilities	
2016	\$ 30,132	\$ 385	\$ —	\$ —	\$ 30,517
2017	—	15,640	—	6,566	22,206
2018	—	48,872	—	96,327	145,199
2019	—	123,095	—	—	123,095
2020	—	62,836	—	—	62,836
2021	—	—	—	—	—
2022	—	—	—	—	—

2023	—	—	—	67,310	67,310
2024	—	—	—	—	—
2025	—	—	—	—	—
Thereafter	—	—	27,000	—	27,000
Subtotal	30,132	250,828	27,000	170,203	478,163
Non-cash (a)	(97)	(1,530)	(93)	(479)	(2,199)
Total	\$ 30,035	\$ 249,298	\$ 26,907	\$ 169,724	\$ 475,964

- (a) Includes the unamortized balance of fair market value adjustments, premiums/discounts, deferred hedge gains, and deferred financing costs. For the years ended December 31, 2015 and 2014, the Operating Partnership amortized \$1.3 million and \$1.4 million, respectively, of deferred financing costs into *Interest expense*.

Guarantor on Unsecured Debt

The Operating Partnership is a guarantor on the General Partner's unsecured revolving credit facility, with an aggregate borrowing capacity of \$1.1 billion, \$300 million of medium-term notes due June 2018, \$300 million of medium-term notes due October 2020, a \$350 million term loan facility due January 2021, \$400 million of medium-term notes due January 2022, \$300 million of medium-term notes due July 2024, and \$300 million of medium-term notes due October 2025. As of December 31, 2015 and 2014, there were outstanding borrowings of \$150.0 million and \$152.5 million, respectively, under the unsecured credit facility.

F - 70

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

7. RELATED PARTY TRANSACTIONS

Advances (To)/From the General Partner

The Operating Partnership participates in the General Partner's central cash management program, wherein all the Operating Partnership's cash receipts are remitted to the General Partner and all cash disbursements are funded by the General Partner. In addition, other miscellaneous costs such as administrative expenses are incurred by the General Partner on behalf of the Operating Partnership. As a result of these various transactions between the Operating Partnership and the General Partner, the Operating Partnership had net advances (to)/from the General Partner of \$(11.3) million and \$13.6 million at December 31, 2015 and 2014, respectively, which is reflected as an increase/(reduction) of capital on the Consolidated Balance Sheets.

Allocation of General and Administrative Expenses

The General Partner provides various general and administrative and other overhead services for the Operating Partnership including legal assistance, acquisitions analysis, marketing and advertising, and allocates these expenses to the Operating Partnership first on the basis of direct usage when identifiable, with the remainder allocated based on its pro-rata portion of UDR's total apartment homes. During the years ended December 31, 2015, 2014, and 2013, the general and administrative expenses allocated to the Operating Partnership by UDR were \$21.0 million, \$27.4 million, and \$23.5 million, respectively, and are included in *General and administrative* on the Consolidated Statements of

Operations. In the opinion of management, this method of allocation reflects the level of services received by the Operating Partnership from the General Partner.

During the years ended December 31, 2015, 2014, and 2013, the Operating Partnership incurred \$17.7 million, \$12.7 million, and \$12.3 million, respectively, of related party management fees related to a management agreement entered into in 2011 with wholly-owned subsidiaries of our TRS. (See further discussion in paragraph below.) These related party management fees are initially recorded within the line item *General and administrative* on the Consolidated Statements of Operations, and a portion related to management fees charged by the TRS of the General Partner is reclassified to *Property management* on the Consolidated Statements of Operations. (See further discussion below.)

Management Fee

In 2011, the Operating Partnership entered into a management agreement with wholly-owned subsidiaries of our TRS. Under the management agreement, the Operating Partnership is charged a management fee equal to 2.75% of gross rental revenues, which is reported in *Property management* on the Consolidated Statements of Operations.

Guaranties by the General Partner

The Operating Partnership provided a “bottom dollar” guaranty to certain limited partners as part of their original contribution to the Operating Partnership. The guaranty protects the tax basis of the underlying contribution and is reflected on the OP unitholder’s Schedule K-1 tax form. The guaranty was made in the form of a note payable issued by the Operating Partnership to the General Partner at an annual interest rate of 5.18% for the years ended December 31, 2015 and 2014, respectively. On December 31, 2013, the note was renewed at an annual interest rate of 5.18%. Interest payments are made monthly and the renewed note is due December 31, 2023. At December 31, 2015 and 2014, the note payable due to the General Partner was \$83.2 million.

In 2011, the Operating Partnership also provided a “bottom dollar” guaranty in conjunction with 1,802,239 OP Units issued in partial consideration to the seller for the acquisition of an operating community. The guaranty was made in the form of a note payable issued by the Operating Partnership to the General Partner at an annual interest rate of 5.34%. Interest payments are due monthly and the note matures on August 31, 2021. At December 31, 2015 and 2014, the note payable due to the General Partner was \$5.5 million.

In December 2015, the Operating Partnership provided a “bottom dollar” guaranty on three promissory notes with an aggregate value of \$184.6 million. The guaranty was made in the form of a note payable issued by the Operating Partnership to the General Partner at an annual interest rate of 4.12%. Interest payments are due monthly and the notes mature on April 1, 2026.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

8. FAIR VALUE OF DERIVATIVES AND FINANCIAL INSTRUMENTS

Fair value is based on the price that would be received to sell an asset or the exit price that would be paid to transfer a liability in an orderly transaction between market participants at the measurement date. A three-level valuation hierarchy prioritizes observable and unobservable inputs used to measure fair value. The fair value hierarchy consists of three broad levels, which are described below:

- Level 1 — Quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.

- Level 2 — Observable inputs other than prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated with observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets and liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The estimated fair values of the Operating Partnership's financial instruments either recorded or disclosed on a recurring basis as of December 31, 2015 and 2014 are summarized as follows (*dollars in thousands*):

Description:	Total Carrying Amount in Statement of Financial Position at December 31, 2015	Fair Value Estimate at December 31, 2015	Fair Value at December 31, 2015, Using		
			Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivatives- Interest rate contracts (a)	\$ 8	\$ 8	\$ —	\$ 8	\$ —
Total assets	\$ 8	\$ 8	\$ —	\$ 8	\$ —
Secured debt instruments - fixed rate: (b)					
Mortgage notes payable	30,132	30,308	—	—	30,308
Fannie Mae credit facilities	250,828	263,070	—	—	263,070
Secured debt instruments - variable rate: (b)					
Tax-exempt secured notes payable	27,000	27,000	—	—	27,000
Fannie Mae credit facilities	170,203	170,203	—	—	170,203
Total liabilities	\$ 478,163	\$ 490,581	\$ —	\$ —	\$ 490,581

DECEMBER 31, 2015

	Fair Value at December 31, 2014, Using					
	Total Carrying Amount in Statement of Financial Position at December 31, 2014	Fair Value Estimate at December 31, 2014	Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)			Significant Other Observable Inputs (Level 2)
Description:						
Derivatives - Interest rate contracts (b)	\$ 39	\$ 39	\$ —	\$ 39	\$ —	
Total assets	\$ 39	\$ 39	\$ —	\$ 39	\$ —	
Derivatives- Interest rate contracts (a)	\$ 918	\$ 918	\$ —	\$ 918	\$ —	
Secured debt instruments - fixed rate: (b)						
Mortgage notes payable	378,371	391,835	—	—	391,835	
Fannie Mae credit facilities	333,828	355,470	—	—	355,470	
Secured debt instruments - variable rate: (b)						
Tax-exempt secured notes payable	27,000	27,000	—	—	27,000	
Fannie Mae credit facilities	192,760	192,760	—	—	192,760	
Total liabilities	\$ 932,877	\$ 967,983	\$ —	\$ 918	\$ 967,065	

(a) See Note 9, *Derivatives and Hedging Activity*.

(b) See Note 6, *Secured Debt, Net*.

There were no transfers into or out of each of the levels of the fair value hierarchy.

Financial Instruments Carried at Fair Value

The fair values of interest rate swaps are determined using the market standard methodology of netting the discounted future fixed cash receipts (or payments) and the discounted expected variable cash payments (or receipts). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. The fair values of interest rate

options are determined using the market standard methodology of discounting the future expected cash receipts that would occur if variable interest rates rise above the strike rate of the caps. The variable interest rates used in the calculation of projected receipts on the cap are based on an expectation of future interest rates derived from observable market interest rate curves and volatilities.

The Operating Partnership incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Operating Partnership has considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts, and guarantees.

Although the Operating Partnership has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of December 31, 2015 and December 31, 2014, the Operating Partnership has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Operating Partnership has determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy. In conjunction with the FASB's fair value measurement guidance, the Operating Partnership made an accounting policy election to measure the credit risk of its derivative financial instruments that are subject to master netting agreements on a net basis by counterparty portfolio.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Financial Instruments Not Carried at Fair Value

At December 31, 2015, the fair values of cash and cash equivalents, restricted cash, accounts receivable, prepaids, real estate taxes payable, accrued interest payable, security deposits and prepaid rent, distributions payable and accounts payable approximated their carrying values because of the short term nature of these instruments. The estimated fair values of other financial instruments were determined by the Operating Partnership using available market information and appropriate valuation methodologies. Considerable judgment is necessary to interpret market data and develop estimated fair values. Accordingly, the estimates presented herein are not necessarily indicative of the amounts the Operating Partnership would realize on the disposition of the financial instruments. The use of different market assumptions or estimation methodologies may have a material effect on the estimated fair value amounts.

The General Partner estimates the fair value of our debt instruments by discounting the remaining cash flows of the debt instrument at a discount rate equal to the replacement market credit spread plus the corresponding treasury yields. Factors considered in determining a replacement market credit spread include general market conditions, borrower specific credit spreads, time remaining to maturity, loan-to-value ratios and collateral quality (Level 3).

The Operating Partnership records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by the future operation and disposition of those assets are less than the net book value of those assets. Cash flow estimates are based upon historical results adjusted to reflect management's best estimate of future market and operating conditions and our estimated holding periods. The net book value of impaired assets is reduced to fair value. The General Partner's estimates of fair value represent management's estimates based upon Level 3 inputs such as industry trends and reference to market rates and transactions.

9. DERIVATIVES AND HEDGING ACTIVITY

Risk Management Objective of Using Derivatives

The Operating Partnership is exposed to certain risks arising from both its business operations and economic conditions. The General Partner principally manages its exposures to a wide variety of business and operational risks through management of its core business

activities. The General Partner manages economic risks, including interest rate, liquidity, and credit risk primarily by managing the amount, sources, and duration of its debt funding and through the use of derivative financial instruments. Specifically, the General Partner enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The General Partner's and the Operating Partnership's derivative financial instruments are used to manage differences in the amount, timing, and duration of the General Partner's known or expected cash payments principally related to the General Partner's borrowings.

Cash Flow Hedges of Interest Rate Risk

The General Partner's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the General Partner primarily uses interest rate swaps and caps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty in exchange for the General Partner making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. Interest rate caps designated as cash flow hedges involve the receipt of variable-rate amounts from a counterparty if interest rates rise above the strike rate on the contract in exchange for an up front premium.

A portion of the General Partner's interest rate derivatives have been allocated to the Operating Partnership based on the General Partner's underlying debt instruments allocated to the Operating Partnership. (See Note 6, *Secured Debt, Net.*)

The effective portion of changes in the fair value of derivatives designated and that qualify as cash flow hedges is recorded in *Accumulated other comprehensive loss* in the Consolidated Balance Sheets, and is subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. During the years ended December 31, 2015, 2014, and 2013, such derivatives were used to hedge the variable cash flows associated with existing variable-rate debt and forecasted issuances of fixed-rate debt. The ineffective portion of the change in fair value of the derivatives is recognized directly in earnings. During the year ended December 31, 2015, the Operating Partnership recognized a loss of less than \$0.1 million

F - 74

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

reclassified from Accumulated OCI to *Interest expense* due to the de-designation of a cash flow hedge and recorded no other ineffectiveness to earnings. During the years ended December 31, 2014, and 2013, the Operating Partnership recorded less than \$0.1 million of ineffectiveness in earnings attributable to reset date and index mismatches between the derivative and the hedged item.

Amounts reported in *Accumulated other comprehensive loss* related to deferred gains/(losses) on designated derivatives will be reclassified to interest expense as interest payments are made on the General Partner's hedged debt that is allocated to the Operating Partnership. During the next twelve months through December 31, 2016, we estimate that less than \$0.1 million will be reclassified as an increase to interest expense.

As of December 31, 2015, the Operating Partnership had the following outstanding interest rate derivatives designated as cash flow hedges of interest rate risk (*dollars in thousands*):

Product	Number of Instruments	Notional
Interest rate caps	1	\$ 96,327

Derivatives not designated as hedges are not speculative and are used to manage the Operating Partnership's exposure to interest rate movements and other identified risks but do not meet the strict hedge accounting requirements of GAAP or the General Partner has elected to

not apply hedge accounting. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings and resulted in losses of less than \$0.1 million for the years ended December 31, 2015, 2014, and 2013.

As of December 31, 2015, we had the following outstanding derivatives that were not designated as hedges in qualifying hedging relationships (*dollars in thousands*):

Product	Number of Instruments	Notional
Interest rate caps	3	\$ 98,932

Tabular Disclosure of Fair Values of Derivative Instruments on the Consolidated Balance Sheets

The table below presents the fair value of the Operating Partnership's derivative financial instruments as well as their classification on the Consolidated Balance Sheets as of December 31, 2015 and 2014 (*dollars in thousands*):

	Asset Derivatives (included in <i>Other assets</i>)		Liability Derivatives (Included in <i>Other liabilities</i>)	
	Fair Value at:		Fair Value at:	
	December 31, 2015	December 31, 2014	December 31, 2015	December 31, 2014
Derivatives designated as hedging instruments:				
Interest rate products	\$ 4	\$ 37	\$ —	\$ 918
Derivatives not designated as hedging instruments:				
Interest rate products	\$ 4	\$ 2	\$ —	\$ —

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Tabular Disclosure of the Effect of Derivative Instruments on the Consolidated Statements of Operations

The tables below present the effect of the derivative financial instruments on the Consolidated Statements of Operations for the years ended December 31, 2015, 2014, and 2013 (*dollars in thousands*):

Derivatives in Cash Flow Hedging Relationships	<i>Unrealized holding gain/(loss) Recognized in OCI (Effective Portion)</i>			Gain/(Loss) Reclassified from Accumulated OCI into <i>Interest expense</i> (Effective Portion)			Gain/(Loss) Recognized in <i>Interest expense</i> (ineffective Portion and Amount Excluded from Effectiveness Testing)		
	Year ended December 31,			Year ended December 31,			Year ended December 31,		
	2015	2014	2013	2015	2014	2013	2015	2014	2013
Interest rate products	\$ (82)	\$ (285)	\$(348)	\$ (1,044)	\$ (2,275)	\$ (3,431)	\$ (11)	\$ —	\$ —

Derivatives Not Designated as Hedging Instruments	Gain/(Loss) Recognized in <i>Interest income and other income/(expense), net</i>		
	Year ended December 31,		
	2015	2014	2013
Interest rate products	\$ (23)	\$ (3)	\$ (9)

Credit-risk-related Contingent Features

The General Partner has agreements with some of its derivative counterparties that contain a provision where (1) if the General Partner defaults on any of its indebtedness, including default where repayment of the indebtedness has not been accelerated by the lender, then the General Partner could also be declared in default on its derivative obligations; or (2) the General Partner could be declared in default on its derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to the General Partner's default on the indebtedness.

Certain of the General Partner's agreements with its derivative counterparties contain provisions where if there is a change in the General Partner's financial condition that materially changes the General Partner's creditworthiness in an adverse manner, the General Partner may be required to fully collateralize its obligations under the derivative instrument. At December 31, 2015 and 2014, no cash collateral was posted or required to be posted by the General Partner or by a counterparty.

The General Partner also has an agreement with a derivative counterparty that incorporates the loan and financial covenant provisions of the General Partner's indebtedness with a lender affiliate of the derivative counterparty. Failure to comply with these covenant provisions would result in the General Partner being in default on any derivative instrument obligations covered by the agreement.

As of December 31, 2015, the fair value of derivatives in a net liability position that were allocated to the Operating Partnership, which includes accrued interest but excludes any adjustment for nonperformance risk, related to these agreements was \$0.0.

The General Partner has elected not to offset derivative positions in the consolidated financial statements. The table below presents the effect on the Operating Partnership's financial position had the General Partner made the election to offset its derivative positions as of December 31, 2015 and December 31, 2014:

Offsetting of Derivative Assets

	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Assets Presented in the Consolidated Balance Sheets (a)	Gross Amounts Not Offset in the Consolidated Balance Sheets		Net Amount
				Financial Instruments	Cash Collateral Received	
December 31, 2015	\$ 8	\$ —	\$ 8	\$ —	\$ —	\$ 8
December 31, 2014	\$ 39	\$ —	\$ 39	\$ —	\$ —	\$ 39

(a) Amounts reconcile to the aggregate fair value of derivative assets in the “Tabular Disclosure of Fair Values of Derivative Instruments on the Consolidated Balance Sheets” located in this footnote.

Offsetting of Derivative Liabilities

	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Liabilities Presented in the Consolidated Balance Sheets (b)	Gross Amounts Not Offset in the Consolidated Balance Sheets		Net Amount
				Financial Instruments	Cash Collateral Posted	
December 31, 2015	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
December 31, 2014	\$ 918	\$ —	\$ 918	\$ —	\$ —	\$ 918

(b) Amounts reconcile to the aggregate fair value of derivative liabilities in the “Tabular Disclosure of Fair Values of Derivative Instruments on the Consolidated Balance Sheets” located in this footnote.

10. CAPITAL STRUCTURE

General Partnership Units

The General Partner has complete discretion to manage and control the operations and business of the Operating Partnership, which includes but is not limited to the acquisition and disposition of real property, construction of buildings and making capital improvements, and the borrowing of funds from outside lenders or UDR and its subsidiaries to finance such activities. The General Partner can generally authorize, issue, sell, redeem or purchase any OP Unit or securities of the Operating Partnership without the approval of the limited partners. The General Partner can also approve, with regard to the issuances of OP Units, the class or one or more series of classes, with designations, preferences, participating, optional or other special rights, powers and duties including rights, powers and duties senior to limited partnership interests without approval of any limited partners except holders of Class A Limited Partnership Units. There were 110,883 General Partnership units outstanding at December 31, 2015 and 2014, all of which were held by UDR.

Limited Partnership Units

At December 31, 2015 and 2014, there were 183,167,815 limited partnership units outstanding, of which 1,873,332 were Class A Limited Partnership Units. UDR owned 174,114,516 limited partnership units or 95.1% and 174,002,342 limited partnership units or 95.0% at December 31, 2015 and 2014, respectively. The remaining 9,053,299 or 4.9% and 9,165,473 or 5.0% limited partnership units outstanding were held by non-affiliated partners at December 31, 2015 and 2014, respectively, of which 1,751,671 were Class A Limited Partnership Units.

F - 77

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

Subject to the terms of the Operating Partnership Agreement, the limited partners have the right to require the Operating Partnership to redeem all or a portion of the OP Units held by the limited partner at a redemption price equal to and in the form of the Cash Amount (as defined in the Operating Partnership Agreement), provided that such OP Units have been outstanding for at least one year. UDR, as general partner of the Operating Partnership, may, in its sole discretion, purchase the OP Units by paying to the limited partner either the Cash Amount or the REIT Share Amount (generally one share of common stock of UDR for each OP Unit), as defined in the Operating Partnership Agreement.

The non-affiliated limited partners' capital is adjusted to redemption value at the end of each reporting period with the corresponding offset against UDR's limited partner capital account based on the redemption rights noted above. The aggregate value upon redemption of the then-outstanding OP Units held by limited partners was \$340.1 million and \$282.5 million as of December 31, 2015 and 2014, respectively, based on the value of UDR's common stock at each period end. A limited partner has no right to receive any distributions from the Operating Partnership on or after the date of redemption of its OP Units.

Class A Limited Partnership Units

Class A Limited Partnership Units have a cumulative, annual, non-compounded preferred return, which is equal to 8% based on a value of \$16.61 per Class A Limited Partnership Unit.

Holders of the Class A Limited Partnership Units exclusively possess certain voting rights. The Operating Partnership may not do the following without approval of the holders of the Class A Limited Partnership Units: (i) increase the authorized or issued amount of Class A Limited Partnership Units, (ii) reclassify any other partnership interest into Class A Limited Partnership Units, (iii) create, authorize or issue any obligations or security convertible into or the right to purchase any class of limited partnership units, without the approval of the holders of the Class A Limited Partnership Units, (iv) enter into a merger or acquisition, or (v) amend or modify the Operating Partnership Agreement in a manner that adversely affects the relative rights, preferences or privileges of the Class A Limited Partnership Units.

The following table shows OP Units outstanding and OP Unit activity as of and for the years ended December 31, 2015, 2014, and 2013:

	Class A Limited Partner	Limited Partners	UDR, Inc.		Total
			Limited Partner	General Partner	
Ending balance at December 31, 2012	1,751,671	7,643,548	174,775,152	110,883	184,281,254
OP Units redeemed for the distribution of real estate to the General partner (a)	—	—	(1,002,556)	—	(1,002,556)

OP redemptions for UDR stock	—	(76,295)	76,295	—	—
Ending balance at December 31, 2013	1,751,671	7,567,253	173,848,891	110,883	183,278,698
OP redemptions for UDR stock	—	(153,451)	153,451	—	—
Ending balance at December 31, 2014	1,751,671	7,413,802	174,002,342	110,883	183,278,698
OP redemptions for UDR stock	—	(112,174)	112,174	—	—
Ending balance at December 31, 2015	1,751,671	7,301,628	174,114,516	110,883	183,278,698

- (a) In November 2013, the Operating Partnership distributed the development property Los Alisos to the General Partner as a capital distribution. Upon the distribution of the property, the Operating Partnership redeemed 1,002,556 limited partnership units owned by UDR and affiliated entities, resulting in a capital reduction of \$23.3 million.

Allocation of Profits and Losses

Profit of the Operating Partnership is allocated in the following order: (i) to the General Partner and the Limited Partners in proportion to and up to the amount of cash distributions made during the year, and (ii) to the General Partner and Limited Partners in accordance with their percentage interests. Losses and depreciation and amortization expenses, non-recourse liabilities are allocated to the General Partner and Limited Partners in accordance with their percentage interests. Losses allocated to the Limited Partners are capped to the extent that such an allocation would not cause a deficit in the Limited Partners capital account. Such losses are, therefore, allocated to the General Partner. If any Partner's capital balance were to fall into a deficit any income and gains are allocated to each Partner sufficient to eliminate its negative capital balance.

F - 78

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

11. INCOME/(LOSS) PER OPERATING PARTNERSHIP UNIT

Basic income/(loss) per OP Unit is computed by dividing net income/(loss) attributable to general and limited partner unitholders by the weighted average number of general and limited partner units (including redeemable OP Units) outstanding during the year. Diluted income/(loss) per OP Unit reflects the potential dilution that could occur if securities or other contracts to issue OP Units were exercised or converted into OP Units or resulted in the issuance of OP Units and then shared in the income/(loss) of the Operating Partnership. For the years ended December 31, 2015, 2014, and 2013, there were no dilutive instruments, and therefore, diluted income/(loss) per OP Unit and basic income/(loss) per OP Unit are the same. See Note 10, *Capital Structure*, for further discussion on redemption rights of OP Units.

The following table sets forth the computation of basic and diluted income/(loss) per OP Unit for the periods presented (*dollars in thousands, except per OP Unit data*):

Year Ended December 31,

	2015	2014	2013
Numerator for income/(loss) per OP Unit — basic and diluted:			
Income/(loss) from continuing operations	\$ 56,940	\$ 33,544	\$ 32,766
Gain/(loss) on sale of real estate owned	158,123	63,635	—
(Income)/loss from continuing operations attributable to noncontrolling interests	(1,762)	(952)	(4,114)
Income/(loss) from continuing operations attributable to OP unitholders	\$ 213,301	\$ 96,227	\$ 28,652
Income/(loss) from discontinued operations:			
Income/(loss) from discontinued operations	\$ —	\$ —	\$ 45,176
(Income)/loss from discontinued operations attributable to noncontrolling interests	—	—	(452)
Income/(loss) from discontinued operations attributable to OP unitholders	\$ —	\$ —	\$ 44,724
Net income/(loss):			
Net income/(loss)	\$ 215,063	\$ 97,179	\$ 77,942
Net (income)/loss attributable to noncontrolling interests	(1,762)	(952)	(4,566)
Net income/(loss) attributable to OP unitholders	\$ 213,301	\$ 96,227	\$ 73,376
Denominator for income/(loss) per OP Unit — basic and diluted:			
Weighted average OP Units outstanding — basic and diluted	183,279	183,279	184,196
Income/(loss) per weighted average OP Unit — basic and diluted:			
Income/(loss) from continuing operations attributable to OP unitholders	\$ 1.16	\$ 0.53	\$ 0.16
Income/(loss) from discontinued operations attributable to OP unitholders	—	—	0.24
Net income/(loss) attributable to OP unitholders	\$ 1.16	\$ 0.53	\$ 0.40

F - 79

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

12. COMMITMENTS AND CONTINGENCIES

Commitments

Real Estate Under Development

The following summarizes the Operating Partnership's real estate commitments at December 31, 2015 (*dollars in thousands*):

	Number of Properties	Costs Incurred to Date (a)	Expected Costs to Complete (unaudited)
Real estate communities — redevelopment	2	\$ 10,093	\$ 13,907

(a) Costs incurred to date include \$0.7 million of accrued fixed assets for redevelopment.

Ground Leases

The Operating Partnership owns five communities, which are subject to ground leases expiring between 2019 and 2103. Future minimum lease payments as of December 31, 2015 are \$5.4 million for each of the years ending December 31, 2016 to 2019, \$4.5 million for the year ending December 31, 2020, and a total of \$311.9 million for years thereafter. For purposes of our ground lease contracts, the Operating Partnership uses the minimum lease payment, if stated in the agreement. For ground lease agreements where there is a reset provision based on the communities appraised value or consumer price index but does not include a specified minimum lease payment, the Operating Partnership uses the current rent over the remainder of the lease term.

The Operating Partnership incurred \$5.4 million, \$5.3 million, and \$5.1 million of ground rent expense for the years ended December 31, 2015, 2014, and 2013, respectively.

Contingencies

Litigation and Legal Matters

The Operating Partnership is subject to various legal proceedings and claims arising in the ordinary course of business. The Operating Partnership cannot determine the ultimate liability with respect to such legal proceedings and claims at this time. The General Partner believes that such liability, to the extent not provided for through insurance or otherwise, will not have a material adverse effect on the Operating Partnership's financial condition, results of operations or cash flow.

13. REPORTABLE SEGMENTS

GAAP guidance requires that segment disclosures present the measure(s) used by the chief operating decision maker to decide how to allocate resources and for purposes of assessing such segments' performance. The Operating Partnership has the same chief operating decision maker as that of its parent, the General Partner. The chief operating decision maker consists of several members of UDR's executive management team who use several generally accepted industry financial measures to assess the performance of the business for our reportable operating segments.

The Operating Partnership owns and operates multifamily apartment communities throughout the United States that generate rental and other property related income through the leasing of apartment homes to a diverse base of tenants. The primary financial measures of the Operating Partnership's apartment communities are rental income and NOI, and are included in the chief operating decision maker's assessment of UDR's performance on a consolidated basis. Rental income represents gross market rent less adjustments for concessions, vacancy loss and bad debt. NOI is defined as total revenues less direct property operating expenses. Rental expenses include real estate taxes, insurance, personnel, utilities, repairs and maintenance, administrative and marketing. Excluded from NOI is property management expense, which is calculated as 2.75% of property revenue to cover the regional supervision and accounting costs related to consolidated property operations and land rent. The chief operating decision maker of the General Partner utilizes NOI as the key measure of segment profit or loss.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

- *Same-Store Communities* represent those communities acquired, developed, and stabilized prior to January 1, 2014 and held as of December 31, 2015. A comparison of operating results from the prior year is meaningful as these communities were owned and had stabilized occupancy and operating expenses as of the beginning of the prior year, there is no plan to conduct substantial redevelopment activities, and the communities are not held for disposition within the current year. A community is considered to have stabilized occupancy once it achieves 90% occupancy for at least three consecutive months.
- *Non-Mature Communities/Other* represent those communities that do not meet the criteria to be included in *Same-Store Communities*, including, but not limited to, recently acquired, developed and redeveloped communities, and the non-apartment components of mixed use properties.

Management of the General Partner evaluates the performance of each of the Operating Partnership's apartment communities on a *Same-Store Community* and *Non-Mature Community/Other* basis, as well as individually and geographically. This is consistent with the aggregation criteria under GAAP as each of our apartment communities generally has similar economic characteristics, facilities, services, and tenants. Therefore, the Operating Partnership's reportable segments have been aggregated by geography in a manner identical to that which is provided to the chief operating decision maker.

All revenues are from external customers and no single tenant or related group of tenants contributed 10% or more of the Operating Partnership's total revenues during the years ended December 31, 2015, 2014, and 2013.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

The following table details rental income and NOI from continuing and discontinued operations for the Operating Partnership's reportable segments for the years ended December 31, 2015, 2014, and 2013, and reconciles NOI to *Net income/(loss) attributable to OP unitholders* in the Consolidated Statements of Operations (*dollars in thousands*):

Year Ended December 31,

	2015	2014	2013
Reportable apartment home segment rental income			
Same-Store Communities			
West Region	\$ 174,414	\$ 160,185	\$ 150,137
Mid-Atlantic Region	60,602	65,565	64,923
Southeast Region	44,981	42,568	40,730
Northeast Region	59,444	58,788	55,850
Southwest Region	20,963	26,580	25,614
Non-Mature Communities/Other	80,004	68,948	73,588
Total segment and consolidated rental income	\$ 440,408	\$ 422,634	\$ 410,842
Reportable apartment home segment NOI			
Same-Store Communities			
West Region	\$ 130,509	\$ 117,130	\$ 107,866
Mid-Atlantic Region	40,301	44,366	44,442
Southeast Region	30,106	28,111	26,590
Northeast Region	45,917	45,347	42,146
Southwest Region	13,176	16,821	16,057
Non-Mature Communities/Other	57,588	48,538	50,434
Total segment and consolidated NOI	317,597	300,313	287,535
Reconciling items:			
Property management	(12,111)	(11,622)	(11,298)
Other operating expenses	(5,923)	(5,172)	(5,728)
Real estate depreciation and amortization	(169,784)	(179,176)	(181,302)
General and administrative	(27,016)	(28,541)	(24,808)
Casualty-related recoveries/(charges), net	(843)	(541)	8,083
Income/(loss) from unconsolidated entities	(4,659)	—	—
Interest expense	(40,321)	(41,717)	(36,058)
Gain/(loss) on sale of real estate owned, net of tax	158,123	63,635	41,518
Net income/(loss) attributable to noncontrolling interests	(1,762)	(952)	(4,566)
Net income/(loss) attributable to OP unitholders	\$ 213,301	\$ 96,227	\$ 73,376

UNITED DOMINION REALTY, L.P.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)
DECEMBER 31, 2015

The following table details the assets of the Operating Partnership's reportable segments as of December 31, 2015 and 2014 (*dollars in thousands*):

	December 31, 2015	December 31, 2014
Reportable apartment home segment assets		
Same-Store Communities		
West Region	\$ 1,461,078	\$ 1,433,827
Mid-Atlantic Region	410,710	686,708
Southeast Region	321,787	316,788
Northeast Region	669,082	777,375
Southwest Region	—	228,997
Non-Mature Communities/Other	768,248	795,075
Total segment assets	3,630,905	4,238,770
Accumulated depreciation	(1,281,258)	(1,403,303)
Total segment assets - net book value	2,349,647	2,835,467
Reconciling items:		
Cash and cash equivalents	3,103	502
Restricted cash	11,344	13,811
Investment in unconsolidated entities	166,186	—
Other assets	24,528	24,029
Total consolidated assets	\$ 2,554,808	\$ 2,873,809

Capital expenditures related to the Operating Partnership's *Same-Store Communities* totaled \$40.0 million and \$30.6 million for the years ended December 31, 2015 and 2014, respectively. Capital expenditures related to the Operating Partnership's *Non-Mature Communities/Other* totaled \$5.0 million and \$3.2 million for the years ended December 31, 2015 and 2014, respectively.

Markets included in the above geographic segments are as follows:

- i. West Region — Orange County, San Francisco, Seattle, Los Angeles, Monterey Peninsula, Other Southern California, and Portland

- ii. Mid-Atlantic Region — Metropolitan, D.C. and Baltimore

- iii. Northeast Region — New York and Boston

- iv. Southeast Region — Nashville, Tampa, and Other Florida

- v. Southwest Region — Dallas and Austin

In October 2015, all communities within the Southwest Region were contributed to the DownREIT Partnership and deconsolidated. See Note 5, *Unconsolidated Entities*.

14. CASUALTY-RELATED (RECOVERIES)/CHARGES

During the year ended December 31, 2015, the Operating Partnership recorded \$0.8 million of casualty-related losses due to property damage caused by the severe snow storms on the east coast in early 2015, all of which is included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

During the year ended December 31, 2014, the Operating Partnership recorded \$0.5 million of casualty-related losses due to property damage incurred during an earthquake and a storm in California, all of which is included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

UNITED DOMINION REALTY, L.P.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)

DECEMBER 31, 2015

During the year ended December 31, 2013, the Operating Partnership recorded \$8.1 million of casualty-related recoveries due to damage caused by Hurricane Sandy on the east coast in October 2012, all of which is included in *Casualty-related charges/(recoveries), net* on the Consolidated Statements of Operations.

15. UNAUDITED SUMMARIZED CONSOLIDATED QUARTERLY FINANCIAL DATA

Selected consolidated quarterly financial data for the years ended December 31, 2015 and 2014 is summarized in the table below (*dollars in thousands, except per share amounts*):

	Three Months Ended			
	March 31,	June 30,	September 30,	December 31,
2015				
Rental income	\$ 110,095	\$ 113,158	\$ 115,173	\$ 101,982
Income/(loss) from continuing operations	12,117	15,355	14,952	14,516
Income/(loss) attributable to OP unitholders	36,346	47,383	14,617	114,955
Income/(loss) attributable to OP unitholders per weighted average OP Unit — basic and diluted (a)	\$ 0.20	\$ 0.26	\$ 0.08	\$ 0.62
2014				
Rental income	\$ 102,370	\$ 104,842	\$ 107,444	\$ 107,978
Income/(loss) from continuing operations	6,411	8,319	8,875	9,939
Income/(loss) attributable to OP unitholders	30,533	24,426	8,637	32,631
Income/(loss) attributable to OP unitholders per weighted average OP Unit — basic and diluted (a)	\$ 0.17	\$ 0.13	\$ 0.05	\$ 0.18

(a) Quarterly income/(loss) per OP Unit amounts may not total to the annual amounts.

[This page is intentionally left blank.]

DECEMBER 31, 2015

(In thousands)

	Initial Costs					Gross Amount at Which Carried at Close of Period						
	Encumbrances	Land and	Buildings	Total Initial	Costs of Improvements Capitalized Subsequent to Acquisition Costs	Land and	Buildings &	Total Carrying Value	Accumulated Depreciation	Date of Construction(a)	Date Acquired	
		Land Improvements	and Improvements	Acquisition Costs		Land Improvements	Buildings Improvements					
WEST REGION												
Harbor at Mesa Verde	\$ 61,050	\$ 20,476	\$ 28,538	\$ 49,014	\$ 14,641	\$ 21,314	\$ 42,341	\$ 63,655	\$ 27,697	2003	Jun-03	
27 Seventy Five Mesa Verde	36,423	99,329	110,644	209,973	92,673	112,650	189,996	302,646	87,007	1972/2013	Oct-04	
Pacific Shores	42,552	7,345	22,624	29,969	9,913	7,913	31,969	39,882	20,771	2003	Jun-03	
Huntington Vista	36,980	8,055	22,486	30,541	11,612	8,713	33,440	42,153	19,810	1970	Jun-03	
Missions at Back Bay	—	229	14,129	14,358	2,526	10,874	6,010	16,884	4,229	1969	Dec-03	
Coronado at Newport — North	—	62,516	46,082	108,598	29,014	66,770	70,842	137,612	44,814	2000	Oct-04	
Vista Del Rey	—	10,670	7,080	17,750	2,502	10,988	9,264	20,252	6,117	1969	Sep-04	
Foxborough	—	12,071	6,187	18,258	2,897	12,404	8,751	21,155	5,432	1969	Sep-04	
Coronado South	—	58,785	50,067	108,852	19,393	59,278	68,967	128,245	43,476	2000	Mar-05	
1818 Platinum Triangle	—	16,663	51,905	68,568	1,488	16,822	53,234	70,056	16,975	2009	Aug-10	
Beach & Ocean	—	12,878	—	12,878	38,710	13,007	38,581	51,588	2,841	2014	Aug-11	
The Residences at Bella Terra	—	25,000	—	25,000	125,818	25,058	125,760	150,818	19,253	2013	Oct-11	
Los Alisos at Mission Viejo	—	17,298	—	17,298	70,345	16,398	71,245	87,643	9,016	2014	Jun-04	
ORANGE COUNTY, CA	177,005	351,315	359,742	711,057	421,532	382,189	750,400	1,132,589	307,438			
2000 Post Street	—	9,861	44,578	54,439	30,040	13,541	70,938	84,479	31,789	1987/2006	Dec-98	
Birch Creek	—	4,365	16,696	21,061	7,536	5,139	23,458	28,597	13,756	1968	Dec-98	
Highlands Of Marin	—	5,996	24,868	30,864	26,063	7,257	49,670	56,927	29,237	2010	Dec-98	
Marina Playa	—	6,224	23,916	30,140	10,032	6,938	33,234	40,172	19,547	1971	Dec-98	
River Terrace	39,310	22,161	40,137	62,298	4,307	22,428	44,177	66,605	25,943	2005	Aug-05	
CitySouth	—	14,031	30,537	44,568	35,627	16,290	63,905	80,195	36,437	2012	Nov-05	

Bay Terrace	—	8,545	14,458	23,003	5,046	11,458	16,591	28,049	9,622	1962	Oct-05
Highlands of Marin Phase II	—	5,353	18,559	23,912	11,088	5,758	29,242	35,000	15,221	2010	Oct-07
Edgewater	—	30,657	83,872	114,529	3,689	30,690	87,528	118,218	39,217	2007	Mar-08
Almaden Lake Village	27,000	594	42,515	43,109	6,031	773	48,367	49,140	21,469	1999	Jul-08
388 Beale	—	14,253	74,104	88,357	6,271	14,316	80,312	94,628	21,255	1999	Apr-11
Channel @ Mission Bay	—	23,625	—	23,625	128,433	23,662	128,396	152,058	15,675	2014	Sep-10
SAN FRANCISCO, CA	66,310	145,665	414,240	559,905	274,163	158,250	675,818	834,068	279,168		
Crowne Pointe	—	2,486	6,437	8,923	5,666	2,868	11,721	14,589	7,585	1987	Dec-98
Hilltop	—	2,174	7,408	9,582	4,328	2,724	11,186	13,910	6,895	1985	Dec-98
The Hawthorne	34,934	6,474	30,226	36,700	4,621	6,644	34,677	41,321	20,306	2003	Jul-05
The Kennedy	—	6,179	22,307	28,486	1,931	6,272	24,145	30,417	13,947	2005	Nov-05
Hearthstone at Merrill Creek	22,591	6,848	30,922	37,770	3,829	6,975	34,624	41,599	15,574	2000	May-08
Island Square	—	21,284	89,389	110,673	4,695	21,428	93,940	115,368	40,021	2007	Jul-08
Borgata	—	6,379	34,569	40,948	(7,991)	6,404	26,553	32,957	12,502	2001	May-07
elements too	—	27,468	72,036	99,504	15,676	30,244	84,936	115,180	39,911	2010	Feb-10
989elements	—	8,541	45,990	54,531	1,968	8,578	47,921	56,499	16,491	2006	Dec-09
Lightbox	—	6,449	38,884	45,333	422	6,449	39,306	45,755	3,374	2014	Aug-14
Waterscape	—	9,693	65,176	74,869	613	9,694	65,788	75,482	4,924	2014	Sep-14
SEATTLE, WA	57,525	103,975	443,344	547,319	35,758	108,280	474,797	583,077	181,530		
Rosebeach	—	8,414	17,449	25,863	3,450	8,760	20,553	29,313	12,675	1970	Sep-04
Tierra Del Rey	43,078	39,586	36,679	76,265	3,250	39,674	39,841	79,515	18,883	1999	Dec-07
The Westerly	67,700	48,182	102,364	150,546	37,220	50,722	137,044	187,766	46,474	2013	Sep-10
Jefferson at Marina del Rey	—	55,651	—	55,651	90,660	61,455	84,856	146,311	32,288	2008	Sep-07
LOS ANGELES, CA	110,778	151,833	156,492	308,325	134,580	160,611	282,294	442,905	110,320		
Boronda Manor	—	1,946	8,982	10,928	9,534	3,195	17,267	20,462	9,244	1979	Dec-98
Garden Court	—	888	4,188	5,076	5,435	1,559	8,952	10,511	4,981	1973	Dec-98
Cambridge Court	—	3,039	12,883	15,922	14,767	5,302	25,387	30,689	13,958	1974	Dec-98
Laurel Tree	—	1,304	5,115	6,419	6,080	2,188	10,311	12,499	5,627	1977	Dec-98

UDR, INC.

SCHEDULE III — REAL ESTATE OWNED - (Continued)

DECEMBER 31, 2015

(In thousands)

	Initial Costs					Gross Amount at Which Carried at Close of Period					
	Encumbrances	Land and	Buildings	Total Initial	Costs of	Land and	Buildings &	Total	Accumulated	Date of	Date
		Improvements	and	Acquisition	Improvements	Subsequent	Land	Improvements	Carrying	Depreciation	Construction(a)
		Improvements	Improvements	Costs	to Acquisition Costs	Improvements	Improvements	Value			
The Pointe At Harden Ranch	—	6,388	23,854	30,242	27,357	10,021	47,578	57,599	24,926	1986	Dec-98
The Pointe At Northridge	—	2,044	8,028	10,072	10,089	3,295	16,866	20,161	9,293	1979	Dec-98
The Pointe At Westlake	—	1,329	5,334	6,663	6,364	2,181	10,846	13,027	5,700	1975	Dec-98
MONTEREY PENINSULA, CA	—	16,938	68,384	85,322	79,626	27,741	137,207	164,948	73,729		
Verano at Rancho Cucamonga Town Square	55,263	13,557	3,645	17,202	53,949	23,255	47,896	71,151	34,875	2006	Oct-02
Windemere at Sycamore Highland	—	5,810	23,450	29,260	2,964	6,129	26,095	32,224	17,614	2001	Nov-02
Villas at Carlsbad	—	6,517	10,718	17,235	2,876	6,780	13,331	20,111	7,826	1966	Oct-04
OTHER SOUTHERN CA	55,263	25,884	37,813	63,697	59,789	36,164	87,322	123,486	60,315		
Tualatin Heights	—	3,273	9,134	12,407	6,745	3,841	15,311	19,152	10,231	1989	Dec-98
Hunt Club	—	6,014	14,870	20,884	6,866	6,395	21,355	27,750	14,364	1985	Sep-04
PORTLAND, OR	—	9,287	24,004	33,291	13,611	10,236	36,666	46,902	24,595		
TOTAL WEST REGION	466,881	804,897	1,504,019	2,308,916	1,019,059	883,471	2,444,504	3,327,975	1,037,095		
MID-ATLANTIC REGION											
Dominion Middle Ridge	29,344	3,311	13,283	16,594	6,816	3,850	19,560	23,410	14,076	1990	Jun-96
Dominion Lake Ridge	20,047	2,366	8,387	10,753	7,490	2,866	15,377	18,243	10,431	1987	Feb-96
Presidential Greens	—	11,238	18,790	30,028	9,883	11,680	28,231	39,911	19,977	1938	May-02
The Whitmore	—	6,418	13,411	19,829	20,734	7,495	33,068	40,563	22,988	2008	Apr-02
Ridgewood	—	5,612	20,086	25,698	8,522	6,014	28,206	34,220	20,340	1988	Aug-02
DelRay Tower	—	297	12,786	13,083	113,357	9,461	116,979	126,440	9,914	2014	Jan-08

Waterside Towers	—	1,139	49,657	50,796	18,261	36,233	32,824	69,057	20,975	1971	Dec-03
Wellington Place at Olde Town	32,037	13,753	36,059	49,812	17,416	14,740	52,488	67,228	35,000	2008	Sep-05
Andover House	—	14,357	51,577	65,934	3,769	14,379	55,324	69,703	27,837	2004	Mar-07
Sullivan Place	—	1,137	103,676	104,813	7,066	1,364	110,515	111,879	51,643	2007	Dec-07
Circle Towers	70,884	32,815	107,051	139,866	13,056	33,357	119,565	152,922	53,022	1972	Mar-08
Delancey at Shirlington	—	21,606	66,765	88,371	2,195	21,632	68,934	90,566	30,609	2006/2007	Mar-08
View 14	—	5,710	97,941	103,651	2,888	5,721	100,818	106,539	25,845	2009	Jun-11
Signal Hill	—	13,290	—	13,290	69,769	25,510	57,549	83,059	25,243	2010	Mar-07
Capitol View on 14th	—	31,393	—	31,393	94,714	31,395	94,712	126,107	17,603	2013	Sep-07
Domain College Park	31,337	7,300	—	7,300	58,032	7,307	58,025	65,332	8,008	2014	Jun-11
1200 East West	—	9,748	68,022	77,770	85	9,749	68,106	77,855	878	2010	Oct-15
Courts at Huntington Station	—	27,749	111,878	139,627	78	27,749	111,956	139,705	1,682	2011	Oct-15
Eleven55 Ripley	—	15,566	107,539	123,105	76	15,566	107,615	123,181	1,402	2014	Oct-15
Arbor Park of Alexandria	95,818	50,881	159,728	210,609	99	50,881	159,827	210,708	2,428	1969/2015	Oct-15
Courts at Dulles	—	14,697	83,834	98,531	150	14,700	83,981	98,681	1,277	2000	Oct-15
Newport Village	127,600	55,283	177,454	232,737	475	55,285	177,927	233,212	2,704	1968	Oct-15
METROPOLITAN, D.C.	407,067	345,666	1,307,924	1,653,590	454,931	406,934	1,701,587	2,108,521	403,882		
Dominion Kings Place	14,294	1,565	7,007	8,572	4,484	1,890	11,166	13,056	8,506	1983	Dec-92
Dominion At Eden Brook	—	2,361	9,384	11,745	6,787	2,977	15,555	18,532	12,406	1984	Dec-92
Ellicott Grove	—	2,920	9,099	12,019	23,363	5,379	30,003	35,382	23,332	2008	Jul-94
Dominion Constant Freindship	8,783	903	4,669	5,572	4,117	1,320	8,369	9,689	6,274	1990	May-95
Lakeside Mill	12,569	2,666	10,109	12,775	5,038	2,997	14,816	17,813	11,336	1989	Dec-99
Calvert's Walk	—	4,408	24,692	29,100	7,396	4,817	31,679	36,496	20,827	1988	Mar-04
Arborview Apartments	—	4,653	23,952	28,605	8,090	5,249	31,446	36,695	21,388	1992	Mar-04
Liriope Apartments	—	1,620	6,791	8,411	1,374	1,653	8,132	9,785	5,352	1997	Mar-04
20 Lambourne	30,132	11,750	45,590	57,340	6,406	12,106	51,640	63,746	24,313	2003	Mar-08
Domain Brewers Hill	—	4,669	40,630	45,299	942	4,700	41,541	46,241	12,690	2009	Aug-10
BALTIMORE, MD	65,778	37,515	181,923	219,438	67,997	43,088	244,347	287,435	146,424		
Gayton Pointe Townhomes	—	826	5,148	5,974	29,738	3,463	32,249	35,712	27,255	2007	Sep-95

Waterside At Ironbridge	—	1,844	13,239	15,083	7,614	2,328	20,369	22,697	13,860	1987	Sep-97
-------------------------	---	-------	--------	--------	-------	-------	--------	--------	--------	------	--------

S - 2

UDR, INC.
SCHEDULE III — REAL ESTATE OWNED - (Continued)
DECEMBER 31, 2015
(In thousands)

	Initial Costs					Gross Amount at Which Carried at Close of Period					
	Encumbrances	Land and	Buildings	Total Initial	Costs of Improvements Capitalized Subsequent to Acquisition Costs	Land and	Buildings &	Total Carrying Value	Accumulated Depreciation	Date of Construction(a)	Date Acquired
		Land Improvements	and Improvements	Acquisition Costs		Land Improvements	Buildings Improvements				
Carriage Homes at Wyndham	—	474	30,997	31,471	7,959	3,901	35,529	39,430	24,260	1998	Nov-03
Legacy at Mayland	34,567	1,979	11,524	13,503	29,886	4,946	38,443	43,389	32,042	1969/2007	Dec-91
RICHMOND, VA	34,567	5,123	60,908	66,031	75,197	14,638	126,590	141,228	97,417		
TOTAL MID-ATLANTIC REGION	507,412	388,304	1,550,755	1,939,059	598,125	464,660	2,072,524	2,537,184	647,723		
SOUTHEAST REGION											
Seabrook	—	1,846	4,155	6,001	8,427	2,763	11,665	14,428	9,531	2004	Feb-96
Altamira Place	—	1,533	11,076	12,609	20,724	3,539	29,794	33,333	25,586	2007	Apr-94
Regatta Shore	—	757	6,608	7,365	16,031	2,060	21,336	23,396	17,330	2007	Jun-94
Alafaya Woods	17,776	1,653	9,042	10,695	9,245	2,555	17,385	19,940	13,299	2006	Oct-94
Los Altos	21,592	2,804	12,349	15,153	10,994	4,058	22,089	26,147	15,263	2004	Oct-96
Lotus Landing	—	2,185	8,639	10,824	10,108	2,873	18,059	20,932	11,987	2006	Jul-97
Seville On The Green	—	1,282	6,498	7,780	7,249	1,738	13,291	15,029	9,051	2004	Oct-97
Ashton @ Waterford	23,015	3,872	17,538	21,410	4,563	4,273	21,700	25,973	13,830	2000	May-98
Arbors at Lee Vista	—	6,692	12,860	19,552	12,894	7,264	25,182	32,446	19,618	2007	Aug-06
ORLANDO, FL	62,383	22,624	88,765	111,389	100,235	31,123	180,501	211,624	135,495		
Legacy Hill	—	1,148	5,867	7,015	8,807	1,764	14,058	15,822	11,246	1977	Nov-95
Hickory Run	—	1,469	11,584	13,053	10,459	2,155	21,357	23,512	14,244	1989	Dec-95
Carrington Hills	—	2,117	—	2,117	34,535	4,506	32,146	36,652	21,305	1999	Dec-95

Brookridge	—	708	5,461	6,169	4,830	1,162	9,837	10,999	7,007	1986	Mar-96
Breckenridge	—	766	7,714	8,480	4,646	1,285	11,841	13,126	8,155	1986	Mar-97
Colonnade	16,677	1,460	16,015	17,475	5,766	1,952	21,289	23,241	12,268	1998	Jan-99
The Preserve at Brentwood	21,804	3,182	24,674	27,856	7,431	3,641	31,646	35,287	21,056	1998	Jun-04
Polo Park	—	4,583	16,293	20,876	16,508	5,741	31,643	37,384	22,411	2008	May-06
NASHVILLE, TN	38,481	15,433	87,608	103,041	92,982	22,206	173,817	196,023	117,692		
Summit West	—	2,176	4,710	6,886	9,314	3,552	12,648	16,200	11,005	1972	Dec-92
The Breyley	—	1,780	2,458	4,238	17,606	3,457	18,387	21,844	16,978	2007	Sep-93
Lakewood Place	18,230	1,395	10,647	12,042	9,654	2,709	18,987	21,696	14,531	1986	Mar-94
Cambridge Woods	12,713	1,791	7,166	8,957	9,042	2,687	15,312	17,999	11,297	1985	Jun-97
Inlet Bay	—	7,702	23,150	30,852	15,659	9,304	37,207	46,511	27,055	1988/1989	Jun-03
MacAlpine Place	—	10,869	36,858	47,727	7,862	11,545	44,044	55,589	28,780	2001	Dec-04
The Vintage Lofts at West End	—	6,611	37,663	44,274	16,107	15,119	45,262	60,381	22,082	2009	Jul-09
TAMPA, FL	30,943	32,324	122,652	154,976	85,244	48,373	191,847	240,220	131,728		
The Reserve and Park at Riverbridge	39,179	15,968	56,401	72,369	9,823	16,602	65,590	82,192	40,676	1999/2001	Dec-04
OTHER FLORIDA	39,179	15,968	56,401	72,369	9,823	16,602	65,590	82,192	40,676		
TOTAL SOUTHEAST REGION	170,986	86,349	355,426	441,775	288,284	118,304	611,755	730,059	425,591		
NORTHEAST REGION											
10 Hanover Square	—	41,432	218,983	260,415	9,730	41,496	228,649	270,145	54,457	2005	Apr-11
21 Chelsea	—	36,399	107,154	143,553	12,592	36,414	119,731	156,145	28,031	2001	Aug-11
View 34	—	114,410	324,920	439,330	96,772	115,026	421,076	536,102	99,652	1985/2013	Jul-11
95 Wall Street	—	57,637	266,255	323,892	7,110	57,810	273,192	331,002	71,769	2008	Aug-11
NEW YORK, NY	—	249,878	917,312	1,167,190	126,204	250,746	1,042,648	1,293,394	253,909		
Garrison Square	—	5,591	91,027	96,618	7,226	5,635	98,209	103,844	29,629	1887/1990	Sep-10
Ridge at Blue Hills	22,147	6,039	34,869	40,908	1,479	6,113	36,274	42,387	11,196	2007	Sep-10
Inwood West	54,919	20,778	88,096	108,874	5,121	19,324	94,671	113,995	26,028	2006	Apr-11
14 North	—	10,961	51,175	62,136	6,359	11,077	57,418	68,495	16,632	2005	Apr-11
100 Pier 4	—	24,584	—	24,584	190,695	24,584	190,695	215,279	7,259	2015	Dec-15
BOSTON, MA	77,066	67,953	265,167	333,120	210,880	66,733	477,267	544,000	90,744		

TOTAL NORTHEAST REGION	77,066	317,831	1,182,479	1,500,310	337,084	317,479	1,519,915	1,837,394	344,653		
-------------------------------	---------------	----------------	------------------	------------------	----------------	----------------	------------------	------------------	----------------	--	--

SOUTHWEST REGION

THIRTY377	29,361	24,036	32,951	56,987	9,332	24,382	41,937	66,319	24,256	2007	Aug-06
Legacy Village	82,734	16,882	100,102	116,984	8,827	17,407	108,404	125,811	50,919	6/7/2005	Mar-08
Garden Oaks	—	2,132	5,367	7,499	1,812	6,947	2,364	9,311	1,996	1979	Mar-07
Glenwood	—	7,903	554	8,457	2,105	8,159	2,403	10,562	1,583	1970	May-07

S - 3

UDR, INC.

SCHEDULE III — REAL ESTATE OWNED - (Continued)

DECEMBER 31, 2015

(In thousands)

	Initial Costs					Gross Amount at Which Carried at Close of Period					
	Encumbrances	Land and Land Improvements	Buildings and Improvements	Total Initial Acquisition Costs	Costs of Improvements Capitalized Subsequent to Acquisition Costs	Land Improvements	Buildings & Improvements	Total Carrying Value	Accumulated Depreciation	Date of Construction(a)	Date Acquired
Talisker of Addison	—	10,440	634	11,074	2,259	10,845	2,488	13,333	2,026	1975	May-07
Springhaven	—	6,688	3,354	10,042	1,543	8,359	3,226	11,585	2,465	1977	Apr-07
Clipper Pointe	—	13,221	2,507	15,728	2,615	15,001	3,342	18,343	2,897	1978	May-07
Highlands of Preston	—	2,151	8,168	10,319	31,543	6,044	35,818	41,862	26,252	2008	Mar-98
DALLAS, TX	112,095	83,453	153,637	237,090	60,036	97,144	199,982	297,126	112,394		
Barton Creek Landing	—	3,151	14,269	17,420	22,588	4,913	35,095	40,008	22,924	2010	Mar-02
Residences at the Domain	36,299	4,034	55,256	59,290	3,668	4,281	58,677	62,958	25,547	2007	Aug-08
Red Stone Ranch	—	5,084	17,646	22,730	2,111	5,272	19,569	24,841	5,243	2000	Apr-12
Lakeline Villas	—	4,148	16,869	21,017	1,495	4,296	18,216	22,512	4,744	2004	Apr-12
AUSTIN, TX	36,299	16,417	104,040	120,457	29,862	18,762	131,557	150,319	58,458		
TOTAL SOUTHWEST REGION	148,394	99,870	257,677	357,547	89,898	115,906	331,539	447,445	170,852		
TOTAL OPERATING COMMUNITIES	1,370,739	1,697,251	4,850,356	6,547,607	2,332,450	1,899,820	6,980,237	8,880,057	2,625,914		

REAL ESTATE UNDER DEVELOPMENT

Pacific City	—	78,085	—	78,085	45,987	78,085	45,987	124,072	—
TOTAL REAL ESTATE UNDER DEVELOPMENT	—	78,085	—	78,085	45,987	78,085	45,987	124,072	—
LAND									
Waterside	—	11,862	—	11,862	283	12,084	61	12,145	284
345 Harrison Street	—	32,938	—	32,938	7,437	32,943	7,432	40,375	—
7 Harcourt	—	884	—	884	5,045	804	5,125	5,929	—
2919 Wilshire	—	6,773	—	6,773	1,563	6,773	1,563	8,336	553
Vitruvian Park®	—	4,325	—	4,325	9,510	11,319	2,516	13,835	2,098
TOTAL LAND	—	56,782	—	56,782	23,838	63,923	16,697	80,620	2,935
HELD FOR DISPOSITION									
3032 Wilshire	—	9,963	—	9,963	2,643	9,963	2,643	12,606	830
TOTAL HELD FOR DISPOSITION	—	9,963	—	9,963	2,643	9,963	2,643	12,606	830
COMMERCIAL									
Hanover Village	—	1,624	—	1,624	—	1,104	520	1,624	553
Circle Towers Office Bldg	—	1,407	—	1,407	6,021	1,380	6,048	7,428	2,683
Brookhaven Shopping Center	—	4,943	—	4,943	16,785	7,793	13,935	21,728	12,496
Bellevue Plaza retail	—	24,377	—	24,377	8,103	29,920	2,560	32,480	772
TOTAL COMMERCIAL	—	32,351	—	32,351	30,909	40,197	23,063	63,260	16,504
Other (b)	—	—	—	—	5,356	—	5,356	5,356	62
1745 Shea Center I	11,755	3,034	20,534	23,568	737	3,034	21,271	24,305	629
TOTAL CORPORATE	11,755	3,034	20,534	23,568	6,093	3,034	26,627	29,661	691
TOTAL COMMERCIAL & CORPORATE	11,755	35,385	20,534	55,919	37,002	43,231	49,690	92,921	17,195
Deferred Financing Costs	\$ (5,549)								
TOTAL REAL ESTATE OWNED	\$ 1,376,945	\$ 1,877,466	\$ 4,870,890	\$ 6,748,356	\$ 2,441,920	\$ 2,095,022	\$ 7,095,254	\$ 9,190,276	\$ 2,646,874

(a) Date of construction or date of last major renovation.

(b) Includes unallocated accruals and capital expenditures.

The aggregate cost for federal income tax purposes was approximately \$8.3 billion at December 31, 2015.

The estimated depreciable lives for all buildings in the latest Consolidated Statements of Operations are 35 to 55 years.

S - 4

UDR, INC.
SCHEDULE III — REAL ESTATE OWNED - (Continued)
DECEMBER 31, 2015
(In thousands)

3-YEAR ROLLFORWARD OF REAL ESTATE OWNED AND ACCUMULATED DEPRECIATION

The following is a reconciliation of the carrying amount of total real estate owned at December 31, *(in thousands)*:

	2015	2014	2013
Balance at beginning of the year	\$ 8,383,259	\$ 8,207,977	\$ 8,055,828
Real estate acquired	906,446	231,225	—
Capital expenditures and development	203,183	326,461	452,057
Real estate sold	(301,920)	(269,681)	(70,687)
Real estate contributed to joint ventures	—	(112,344)	(356,303)
Consolidation of joint venture assets	—	—	129,437
Impairment of assets, including casualty-related impairments	(692)	(379)	(2,355)
Balance at end of the year	<u>\$ 9,190,276</u>	<u>\$ 8,383,259</u>	<u>\$ 8,207,977</u>

The following is a reconciliation of total accumulated depreciation for real estate owned at December 31, *(in thousands)*:

	2015	2014	2013
Balance at beginning of the year	\$ 2,434,772	\$ 2,208,794	\$ 1,924,682
Depreciation expense for the year	364,622	356,673	339,326
Accumulated depreciation on sales	(152,520)	(126,151)	(34,794)

Accumulated depreciation on real estate contributed to joint ventures	—	(4,228)	(20,662)
Accumulated depreciation on assets of consolidated joint ventures	—	—	1,374
Accumulated depreciation on retirements of fully depreciated assets	—	—	(1,132)
Write off of accumulated depreciation on casualty-related impaired assets	—	(316)	—
Balance at end of year	\$ 2,646,874	\$ 2,434,772	\$ 2,208,794

S - 5

UNITED DOMINION REALTY, L.P.
SCHEDULE III — REAL ESTATE OWNED
DECEMBER 31, 2015
(In thousands)

	Initial Costs					Gross Amount at Which Carried at Close of Period					Date of Construction (a)	Date Acquired
	Encumbrances	Land and Land Improvements	Building and Improvements	Total Initial Acquisition Costs	Cost of Improvements Capitalized Subsequent to Acquisition Costs	Land and Land Improvements	Buildings & Buildings Improvements	Total Carrying Value	Accumulated Depreciation			
WEST REGION												
Harbor at Mesa Verde	\$ 61,050	\$ 20,476	\$ 28,538	\$ 49,014	\$ 14,641	\$ 21,314	\$ 42,341	\$ 63,655	\$ 27,697	2003	Jun-03	
27 Seventy Five Mesa Verde	36,423	99,329	110,644	209,973	92,673	112,650	189,996	302,646	87,007	1972/2013	Oct-04	
Pacific Shores	42,552	7,345	22,624	29,969	9,913	7,913	31,969	39,882	20,771	2003	Jun-03	
Huntington Vista	36,980	8,055	22,486	30,541	11,612	8,713	33,440	42,153	19,810	1970	Jun-03	
Missions at Back Bay	—	229	14,129	14,358	2,526	10,874	6,010	16,884	4,229	1969	Dec-03	
Coronado at Newport — North	—	62,516	46,082	108,598	29,014	66,770	70,842	137,612	44,814	2000	Oct-04	
Vista Del Rey	—	10,670	7,080	17,750	2,502	10,988	9,264	20,252	6,117	1969	Sep-04	
Coronado South	—	58,785	50,067	108,852	19,393	59,278	68,967	128,245	43,476	2000	Mar-05	
ORANGE COUNTY, CA	177,005	267,405	301,650	569,055	182,274	298,500	452,829	751,329	253,921			
2000 Post Street	—	9,861	44,578	54,439	30,040	10,249	61,701	71,950	25,684	1987/2006	Dec-98	

Birch Creek	—	4,365	16,696	21,061	7,536	5,139	23,458	28,597	13,756	1968	Dec-98
Highlands Of Marin	—	5,996	24,868	30,864	26,063	7,257	49,670	56,927	29,237	2010	Dec-98
Marina Playa	—	6,224	23,916	30,140	10,032	6,938	33,234	40,172	19,547	1971	Dec-98
River Terrace	39,310	22,161	40,137	62,298	4,307	22,428	44,177	66,605	25,943	2005	Aug-05
CitySouth	—	14,031	30,537	44,568	35,627	16,290	63,905	80,195	36,437	2012	Nov-05
Bay Terrace	—	8,545	14,458	23,003	5,046	11,458	16,591	28,049	9,622	1962	Oct-05
Highlands of Marin Phase II	—	5,353	18,559	23,912	11,088	5,758	29,242	35,000	15,221	2010	Oct-07
Edgewater	—	30,657	83,872	114,529	3,689	30,690	87,528	118,218	39,217	2007	Mar-08
Almaden Lake Village	27,000	594	42,515	43,109	6,031	773	48,367	49,140	21,469	1999	Jul-08
SAN FRANCISCO, CA	66,310	107,787	340,136	447,923	139,459	116,980	457,873	574,853	236,133		
Rosebeach	—	8,414	17,449	25,863	3,450	8,760	20,553	29,313	12,675	1970	Sep-04
Tierra Del Rey	43,078	39,586	36,679	76,265	3,250	39,674	39,841	79,515	18,883	1999	Dec-07
LOS ANGELES, CA	43,078	48,000	54,128	102,128	6,700	48,434	60,394	108,828	31,558		
Crowne Pointe	—	2,486	6,437	8,923	5,666	2,868	11,721	14,589	7,585	1987	Dec-98
Hilltop	—	2,174	7,408	9,582	4,328	2,724	11,186	13,910	6,895	1985	Dec-98
The Kennedy	—	6,179	22,307	28,486	1,931	6,272	24,145	30,417	13,947	2005	Nov-05
Hearthstone at Merrill Creek	22,591	6,848	30,922	37,770	3,829	6,975	34,624	41,599	15,574	2000	May-08
Island Square	—	21,284	89,389	110,673	4,695	21,428	93,940	115,368	40,021	2007	Jul-08
SEATTLE, WA	22,591	38,971	156,463	195,434	20,449	40,267	175,616	215,883	84,022		
Boronda Manor	—	1,946	8,982	10,928	9,534	3,195	17,267	20,462	9,244	1979	Dec-98
Garden Court	—	888	4,188	5,076	5,435	1,559	8,952	10,511	4,981	1973	Dec-98
Cambridge Court	—	3,039	12,883	15,922	14,767	5,302	25,387	30,689	13,958	1974	Dec-98
Laurel Tree	—	1,304	5,115	6,419	6,080	2,188	10,311	12,499	5,627	1977	Dec-98
The Pointe At Harden Ranch	—	6,388	23,854	30,242	27,357	10,021	47,578	57,599	24,926	1986	Dec-98
The Pointe At Northridge	—	2,044	8,028	10,072	10,089	3,295	16,866	20,161	9,293	1979	Dec-98
The Pointe At Westlake	—	1,329	5,334	6,663	6,364	2,181	10,846	13,027	5,700	1975	Dec-98
MONTEREY PENINSULA, CA	—	16,938	68,384	85,322	79,626	27,741	137,207	164,948	73,729		
Verano at Rancho Cucamonga Town Square	55,262	13,557	3,645	17,202	53,949	23,255	47,896	71,151	34,875	2006	Oct-02
Villas at Carlsbad	—	6,517	10,718	17,235	2,876	6,780	13,331	20,111	7,826	1966	Oct-04
OTHER SOUTHERN CA	55,262	20,074	14,363	34,437	56,825	30,035	61,227	91,262	42,701		

Tualatin Heights	—	3,273	9,134	12,407	6,745	3,841	15,311	19,152	10,231	1989	Dec-98
Hunt Club	—	6,014	14,870	20,884	6,866	6,395	21,355	27,750	14,364	1985	Sep-04
PORTLAND, OR	—	9,287	24,004	33,291	13,611	10,236	36,666	46,902	24,595		
TOTAL WEST REGION	364,246	508,462	959,128	1,467,590	498,944	572,193	1,381,812	1,954,005	746,659		

MID-ATLANTIC REGION

Ridgewood	—	5,612	20,086	25,698	8,522	6,014	28,206	34,220	20,340	1988	Aug-02
DelRey Tower	—	297	12,786	13,083	113,357	9,461	116,979	126,440	9,914	2014	Jan-08

S - 6

UNITED DOMINION REALTY, L.P.
SCHEDULE III — REAL ESTATE OWNED - (Continued)
DECEMBER 31, 2015
(In thousands)

	Encumbrances	Initial Costs			Cost of Improvements Capitalized Subsequent to Acquisition Costs	Gross Amount at Which Carried at Close of Period		Total Carrying Value	Accumulated Depreciation	Date of Construction (a)	Date Acquired
		Land and Land Improvements	Building and Improvements	Total Initial Acquisition Costs		Land and Land Improvements	Buildings & Buildings Improvements				
Wellington Place at Olde Town	32,037	13,753	36,059	49,812	17,416	14,740	52,488	67,228	35,000	2008	Sep-05
Andover House	—	14,357	51,577	65,934	3,769	14,379	55,324	69,703	27,837	2004	Mar-07
Sullivan Place	—	1,137	103,676	104,813	7,066	1,364	110,450	111,814	51,578	2007	Dec-07
Courts at Huntington Station	—	27,749	111,878	139,627	78	27,749	111,956	139,705	1,682	2011	Oct-15
METROPOLITAN D.C.	32,037	62,905	336,062	398,967	150,208	73,707	475,403	549,110	146,351		
Lakeside Mill	12,569	2,666	10,109	12,775	5,038	2,997	14,816	17,813	11,336	1989	Dec-99
Calvert's Walk	—	4,408	24,692	29,100	7,396	4,817	31,679	36,496	20,827	1988	Mar-04
Liriope Apartments	—	1,620	6,791	8,411	1,374	1,653	8,132	9,785	5,352	1997	Mar-04
20 Lambourne	30,132	11,750	45,590	57,340	6,406	12,106	51,640	63,746	24,313	2003	Mar-08
BALTIMORE, MD	42,701	20,444	87,182	107,626	20,214	21,573	106,267	127,840	61,828		
TOTAL MID-ATLANTIC REGION	74,738	83,349	423,244	506,593	170,422	95,280	581,670	676,950	208,179		

SOUTHEAST REGION

Inlet Bay	—	7,702	23,150	30,852	15,659	9,304	37,207	46,511	27,055	1988/1989	Jun-03
MacAlpine Place	—	10,869	36,858	47,727	7,862	11,545	44,044	55,589	28,780	2001	Dec-04
TAMPA, FL	—	18,571	60,008	78,579	23,521	20,849	81,251	102,100	55,835		
Legacy Hill	—	1,148	5,867	7,015	8,807	1,764	14,058	15,822	11,246	1977	Nov-95
Hickory Run	—	1,469	11,584	13,053	10,459	2,155	21,357	23,512	14,244	1989	Dec-95
Carrington Hills	—	2,117	—	2,117	34,535	4,506	32,146	36,652	21,305	1999	Dec-95
Brookridge	—	708	5,461	6,169	4,830	1,162	9,837	10,999	7,007	1986	Mar-96
Breckenridge	—	766	7,714	8,480	4,646	1,285	11,841	13,126	8,155	1986	Mar-97
Polo Park	—	4,583	16,293	20,876	16,508	5,741	31,643	37,384	22,411	2008	May-06
NASHVILLE, TN	—	10,791	46,919	57,710	79,785	16,613	120,882	137,495	84,368		
The Reserve and Park at Riverbridge	39,179	15,968	56,401	72,369	9,823	16,602	65,590	82,192	40,676	1999/2001	Dec-04
OTHER FLORIDA	39,179	15,968	56,401	72,369	9,823	16,602	65,590	82,192	40,676		
TOTAL SOUTHEAST REGION	39,179	45,330	163,328	208,658	113,129	54,064	267,723	321,787	180,879		
NORTHEAST REGION											
14 North	—	10,961	51,175	62,136	6,359	11,077	57,418	68,495	16,632	2005	Apr-11
BOSTON, MA	—	10,961	51,175	62,136	6,359	11,077	57,418	68,495	16,632		
10 Hanover Square	—	41,432	218,983	260,415	9,730	41,496	228,649	270,145	54,457	2005	Apr-11
95 Wall Street	—	57,637	266,255	323,892	7,110	57,810	273,192	331,002	71,769	2008	Aug-11
NEW YORK, NY	—	99,069	485,238	584,307	16,840	99,306	501,841	601,147	126,226		
TOTAL NORTHEAST REGION	—	110,030	536,413	646,443	23,199	110,383	559,259	669,642	142,858		
TOTAL OPERATING COMMUNITIES	478,163	747,171	2,082,113	2,829,284	805,694	831,920	2,790,464	3,622,384	1,278,575		
COMMERCIAL											
Circle Towers Office Bldg	—	1,407	—	1,407	6,021	1,380	6,048	7,428	2,683		
TOTAL COMMERCIAL	—	1,407	—	1,407	6,021	1,380	6,048	7,428	2,683		
Other (b)	—	—	—	—	1,093	—	1,093	1,093	—		
TOTAL CORPORATE	—	—	—	—	1,093	—	1,093	1,093	—		
TOTAL COMMERCIAL & CORPORATE	—	1,407	—	1,407	7,114	1,380	7,141	8,521	2,683		
Deferred Financing Costs	\$ (2,199)										
TOTAL REAL ESTATE OWNED	\$ 475,964	\$ 748,578	\$ 2,082,113	\$ 2,830,691	\$ 812,808	\$ 833,300	\$ 2,797,605	\$ 3,630,905	\$ 1,281,258		

- (a) Date of construction or date of last major renovation.
- (b) Includes unallocated accruals and capital expenditures.

The aggregate cost for federal income tax purpose was approximately \$3.0 billion at December 31, 2015.

The estimated depreciable lives for all buildings in the latest Consolidated Statements of Operations are 35 to 55 years.

S - 7

UNITED DOMINION REALTY, L.P.
SCHEDULE III — REAL ESTATE OWNED - (Continued)
DECEMBER 31, 2015
(In thousands)

3-YEAR ROLLFORWARD OF REAL ESTATE OWNED AND ACCUMULATED DEPRECIATION

The following is a reconciliation of the carrying amount of total real estate owned at December 31, *(in thousands)*:

	2015	2014	2013
Balance at beginning of the year	\$ 4,238,770	\$ 4,188,480	\$ 4,182,920
Real estate acquired	139,627	—	—
Capital expenditures and development	61,196	91,682	151,002
Real estate sold	(180,069)	(41,013)	(70,687)
Real estate transferred to the General Partner	—	—	(74,755)
Real estate deconsolidated	(628,479)	—	—
Casualty-related impairment of assets	(140)	(379)	—
Balance at end of year	<u>\$ 3,630,905</u>	<u>\$ 4,238,770</u>	<u>\$ 4,188,480</u>

The following is a reconciliation of total accumulated depreciation for real estate owned at December 31, (*in thousands*):

	2015	2014	2013
Balance at beginning of the year	\$ 1,403,303	\$ 1,241,574	\$ 1,097,133
Depreciation expense for the year	168,495	178,719	179,404
Accumulated depreciation on sales	(67,177)	(16,674)	(34,794)
Accumulated depreciation on property transferred to the General Partner	—	—	(169)
Accumulated depreciation on property deconsolidated	(223,363)	—	—
Write off of accumulated depreciation on casualty-related impaired assets	—	(316)	—
Balance at end of year	\$ 1,281,258	\$ 1,403,303	\$ 1,241,574

S - 8

EXHIBIT INDEX

The exhibits listed below are filed as part of this Report. References under the caption “Location” to exhibits or other filings indicate that the exhibit or other filing has been filed, that the indexed exhibit and the exhibit referred to are the same and that the exhibit referred to is incorporated by reference. Management contracts and compensatory plans or arrangements filed as exhibits to this Report are identified by an asterisk. The Commission file number for UDR, Inc.’s Exchange Act filings referenced below is 1-10524. The Commission file number for United Dominion Realty, L.P.’s Exchange Act filings is 333-156002-01.

Exhibit	Description	Location
2.01	Partnership Interest Purchase and Exchange Agreement dated as of September 10, 1998, by and between UDR, Inc., United Dominion Realty, L.P., American Apartment Communities Operating Partnership, L.P., AAC Management LLC, Schnitzer Investment Corp., Fox Point Ltd. and James D. Klingbeil including as an exhibit thereto the proposed form of the Third Amended and Restated Limited Partnership Agreement of United Dominion Realty, L.P.	Exhibit 2(d) to UDR, Inc.’s Form S-3 Registration Statement (Registration No. 333-64281) filed with the Commission on September 25, 1998.

- | | | |
|------|---|---|
| 2.02 | Agreement of Purchase and Sale dated as of August 13, 2004, by and between United Dominion Realty, L.P., a Delaware limited partnership, as Buyer, and Essex The Crest, L.P., a California limited partnership, Essex El Encanto Apartments, L.P., a California limited partnership, Essex Hunt Club Apartments, L.P., a California limited partnership, and the other signatories named as Sellers therein. | Exhibit 2.1 to UDR, Inc.'s Current Report on Form 8-K dated September 28, 2004 and filed with the Commission on September 29, 2004. |
| 2.03 | First Amendment to Agreement of Purchase and Sale dated as of September 29, 2004, by and between United Dominion Realty, L.P., a Delaware limited partnership, as Buyer, and Essex The Crest, L.P., a California limited partnership, Essex El Encanto Apartments, L.P., a California limited partnership, Essex Hunt Club Apartments, L.P., a California limited partnership, and the other signatories named as Sellers therein. | Exhibit 2.2 to UDR, Inc.'s Current Report on Form 8-K dated September 29, 2004 and filed with the Commission on October 5, 2004. |
| 2.04 | Second Amendment to Agreement of Purchase and Sale dated as of October 26, 2004, by and between United Dominion Realty, L.P., a Delaware limited partnership, as Buyer, and Essex The Crest, L.P., a California limited partnership, Essex El Encanto Apartments, L.P., a California limited partnership, Essex Hunt Club Apartments, L.P., a California limited partnership, and the other signatories named as Sellers therein. | Exhibit 2.3 to UDR, Inc.'s Current Report on Form 8-K/A dated September 29, 2004 and filed with the Commission on November 1, 2004. |
| 2.05 | Agreement of Purchase and Sale dated as of January 23, 2008, by and between UDR, Inc., United Dominion Realty, L.P., UDR Texas Properties LLC, UDR Western Residential, Inc., UDR South Carolina Trust, UDR Ohio Properties, LLC, UDR of Tennessee, L.P., UDR of NC, Limited Partnership, Heritage Communities L.P., Governour's Square of Columbus Co., Fountainhead Apartments Limited Partnership, AAC Vancouver I, L.P., AAC Funding Partnership III, AAC Funding Partnership II and DRA Fund VI LLC. | Exhibit 2.1 to UDR, Inc.'s Current Report on Form 8-K dated January 23, 2008 and filed with the Commission on January 29, 2008. |

Exhibit	Description	Location
---------	-------------	----------

- | | | |
|------|--|---|
| 2.06 | First Amendment to Agreement of Purchase and Sale dated as of February 14, 2008, by and between UDR, Inc., United Dominion Realty, L.P., UDR Texas Properties LLC, UDR Western Residential, Inc., UDR South Carolina Trust, UDR Ohio Properties, LLC, UDR of Tennessee, L.P., UDR of NC, Limited Partnership, Heritage Communities L.P., Governour's Square of Columbus Co., Fountainhead Apartments Limited Partnership, AAC Vancouver I, | Exhibit 2.2 to UDR, Inc.'s Current Report on Form 8-K/A dated March 3, 2008 and filed with the Commission on May 2, 2008. |
|------|--|---|

L.P., AAC Funding Partnership III, AAC Funding Partnership II and DRA Fund VI LLC.

- | | |
|--|---|
| 2.07 Contribution Agreement by and among Home Properties, L.P., UDR, Inc., United Dominion Realty, L.P. and LSREF 4 Lighthouse Acquisitions, LLC, dated June 22, 2015 (UDR, Inc. and United Dominion Realty, L.P. have omitted certain schedules and exhibits pursuant to Item 601(b)(2) of Regulation S-K and shall furnish supplementally to the Commission copies of any of the omitted schedules and exhibits upon request by the Commission.) | Exhibit 2.1 to UDR, Inc.'s Current Report on Form 8-K dated and filed with the Commission on June 22, 2015. |
| 2.08 Amendment Agreement, dated as of August 27, 2015, by and among UDR, Inc., United Dominion Realty, L.P., Home Properties, Inc., Home Properties, L.P., LSREF4 Lighthouse Acquisitions, LLC LSREF4 Lighthouse Corporate Acquisitions, LLC and LSREF4 Lighthouse Operating Acquisitions, LLC. | Exhibit 2.1 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2015. |
| 3.01 Articles of Restatement of UDR, Inc. | Exhibit 3.09 to UDR, Inc.'s Current Report on Form 8-K dated July 27, 2005 and filed with the Commission on August 1, 2005. |
| 3.02 Articles of Amendment to the Articles of Restatement of UDR, Inc. dated and filed with the State Department of Assessments and Taxation of the State of Maryland on March 14, 2007. | Exhibit 3.2 to UDR, Inc.'s Current Report on Form 8-K dated March 14, 2007 and filed with the Commission on March 15, 2007. |
| 3.03 Articles of Amendment to the Articles of Restatement of UDR, Inc. dated and filed with the State Department of Assessments and Taxation of the State of Maryland on August 30, 2011. | Exhibit 3.1 to UDR, Inc.'s Current Report on Form 8-K dated and filed with the Commission on September 1, 2011. |
| 3.04 Articles Supplementary relating to UDR, Inc.'s 6.75% Series G Cumulative Redeemable Preferred Stock dated and filed with the State Department of Assessments and Taxation of the State of Maryland on May 30, 2007. | Exhibit 3.4 to UDR, Inc.'s Form 8-A Registration Statement dated and filed with the Commission on May 30, 2007. |
| 3.05 Amended and Restated Bylaws of UDR, Inc. (as amended through November 6, 2015). | Exhibit 3.1 to UDR, Inc.'s Current Report on Form 8-K dated November 6, 2015 and filed with the Commission on November 13, 2015. |
| 3.06 Certificate of Limited Partnership of United Dominion Realty, L.P. dated as of February 19, 2004. | Exhibit 3.4 to United Dominion Realty, L.P.'s Post-Effective Amendment No. 1 to Registration Statement on Form S-3 dated and filed with the Commission on October 15, 2010. |

3.07 Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of February 23, 2004.

Exhibit 10.23 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2003.

Exhibit	Description	Location
3.08	First Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of June 24, 2005.	Exhibit 10.06 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2005.
3.09	Second Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of February 23, 2006.	Exhibit 10.6 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.
3.10	Third Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of February 2, 2007.	Exhibit 99.1 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2009.
3.11	Fourth Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of December 27, 2007.	Exhibit 10.25 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2007.
3.12	Fifth Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of March 7, 2008.	Exhibit 10.53 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008.
3.13	Sixth Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P. dated as of December 9, 2008.	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated December 9, 2008 and filed with the Commission on December 10, 2008.
3.14	Seventh Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P., dated as of March 13, 2009.	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated March 18, 2009 and filed with the Commission on March 19, 2009.

3.15	Eighth Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P., dated as of November 17, 2010.	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated and filed with the Commission on November 18, 2010.
3.16	Ninth Amendment to the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P., dated as of December 4, 2015.	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated December 4, 2015 and filed with the Commission on December 10, 2015.
4.01	Form of UDR, Inc. Common Stock Certificate.	Exhibit 4.1 to UDR, Inc.'s Current Report on Form 8-K dated March 14, 2007 and filed with the Commission on March 15, 2007.
4.02	Senior Indenture dated as of November 1, 1995, by and between UDR, Inc. and First Union National Bank of Virginia, N.A., as trustee.	Exhibit 4(ii)(h)(1) to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 1996.
4.03	Supplemental Indenture dated as of June 11, 2003, by and between UDR, Inc. and Wachovia Bank, National Association, as trustee.	Exhibit 4.03 to UDR, Inc.'s Current Report on Form 8-K dated June 17, 2004 and filed with the Commission on June 18, 2004.
4.04	Subordinated Indenture dated as of August 1, 1994 by and between UDR, Inc. and Crestar Bank, as trustee.	Exhibit 4(i)(m) to UDR, Inc.'s Form S-3 Registration Statement (Registration No. 33-64725) filed with the Commission on November 15, 1995.

Exhibit	Description	Location
4.05	Form of UDR, Inc. Senior Debt Security.	Exhibit 4(i)(n) to UDR, Inc.'s Form S-3 Registration Statement (Registration No. 33-64725) filed with the Commission on November 15, 1995.
4.06	Form of UDR, Inc. Subordinated Debt Security.	Exhibit 4(i)(p) to UDR, Inc.'s Form S-3 Registration Statement (Registration No. 33-55159) filed with the Commission on August 19, 1994.

4.07 Form of UDR, Inc. Fixed Rate Medium-Term Note, Series A.	Exhibit 4.01 to UDR, Inc.'s Current Report on Form 8-K dated March 20, 2007 and filed with the Commission on March 22, 2007.
4.08 Form of UDR, Inc. Floating Rate Medium-Term Note, Series A.	Exhibit 4.02 to UDR, Inc.'s Current Report on Form 8-K dated March 20, 2007 and filed with the Commission on March 22, 2007.
4.09 UDR, Inc. 5.25% Medium-Term Note due January 2015, issued November 1, 2004.	Exhibit 4.21 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2004.
4.10 UDR, Inc. 5.25% Medium-Term Note due January 2015, issued February 14, 2005.	Exhibit 4.22 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2004.
4.11 UDR, Inc. 5.25% Medium-Term Note due January 2015, issued March 8, 2005.	Exhibit 4.23 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2004.
4.12 UDR, Inc. 5.25% Medium-Term Note due January 2015, issued May 3, 2005.	Exhibit 4.3 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2005.
4.13 UDR, Inc. 5.25% Medium-Term Note due January 2016, issued September 7, 2005.	Exhibit 4.1 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2005.
4.14 UDR, Inc. 4.25% Medium-Term Note, Series A due June 2018, issued May 23, 2011.	Exhibit 4.16 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013.
4.15 UDR, Inc. 4.625% Medium-Term Note, Series A due January 2022, issued January 10, 2012.	Exhibit 4.17 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013.
4.16 UDR, Inc. 3.70% Medium-Term Note, Series A due October 2020, issued September 26, 2013.	Exhibit 4.18 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013.
4.17 Indenture dated as of April 1, 1994, by and between UDR, Inc. and Nationsbank of Virginia, N.A., as trustee.	Exhibit 4(ii)(f)(1) to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 1994.
4.18 Supplemental Indenture dated as of August 20, 2009, by and between UDR, Inc. and U.S. Bank National Association, as trustee, to UDR, Inc.'s Indenture dated as of April 1, 1994.	Exhibit 4.1 to UDR, Inc.'s Current Report on Form 8-K dated August 20, 2009 and filed with the Commission on August 21, 2009.

Exhibit	Description	Location
4.19	Guaranty of United Dominion Realty, L.P. with respect to UDR, Inc.'s Indenture dated as of November 1, 1995.	Exhibit 99.1 to UDR, Inc.'s Current Report on Form 8-K dated and filed with the Commission on September 30, 2010.
4.20	Guaranty of United Dominion Realty, L.P. with respect to UDR, Inc.'s Indenture dated as of October 12, 2006.	Exhibit 99.2 to UDR, Inc.'s Current Report on Form 8-K dated and filed with the Commission on September 30, 2010.
4.21	First Supplemental Indenture among UDR, Inc., United Dominion Realty, L.P. and U.S. Bank National Association, as Trustee, dated as of May 3, 2011, relating to UDR, Inc.'s Medium-Term Notes, Series A, due Nine Months or More from Date of Issue.	Exhibit 4.1 to UDR, Inc.'s Current Report on Form 8-K filed with the Commission on May 4, 2011.
4.22	UDR, Inc. 3.75% Medium-Term Note, Series A due October 2024, issued June 26, 2014.	Exhibit 4.1 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.
4.23	UDR, Inc.'s 4.00% Medium-Term Note, Series A due October 2025, issued September 22, 2015.	Filed herewith.
10.01*	UDR, Inc. 1999 Long-Term Incentive Plan (as amended and restated December 4, 2015).	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated December 4, 2015 and filed with the Commission on December 10, 2015.
10.02*	Form of UDR, Inc. Restricted Stock Award Agreement under the 1999 Long-Term Incentive Plan.	Exhibit 10.1 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2015.
10.03*	Form of UDR, Inc. Restricted Stock Award Agreement for awards outside of the 1999 Long-Term Incentive Plan.	Exhibit 99.3 to UDR, Inc.'s Current Report on Form 8-K dated March 19, 2007 and filed with the Commission on March 19, 2007.

10.04*	Form of UDR, Inc. Notice of Performance Contingent Restricted Stock Award.	Exhibit 10.2 to UDR, Inc.'s Current Report on Form 8-K dated May 2, 2006 and filed with the Commission on May 8, 2006.
10.05*	Description of UDR, Inc. Shareholder Value Plan.	Exhibit 10(x) to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1999.
10.06*	Description of UDR, Inc. Executive Deferral Plan.	Exhibit 10(xi) to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1999.
10.07*	Form of UDR, Inc. Indemnification Agreement.	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated February 4, 2016 and filed with the Commission on February 10, 2016.
10.08	Amended and Restated Master Credit Facility Agreement dated as of June 24, 2002 by and between UDR, Inc. and Green Park Financial Limited Partnership, as amended through February 14, 2007.	Exhibit 10.41 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2006.
10.09	Limited Liability Company Agreement of UDR Texas Ventures LLC, a Delaware limited liability company, dated as of November 5, 2007.	Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated November 5, 2007 and filed with the Commission on November 9, 2007.

Exhibit	Description	Location
10.10*	Letter Agreement, dated December 12, 2012, by and between UDR, Inc. and Thomas M. Herzog.	Exhibit 10.43 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2012.
10.11	Subordination Agreement dated as of April 16, 1998, by and between UDR, Inc. and United Dominion Realty, L.P.	Exhibit 10(vi)(a) to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 1998.
10.12	ATM Equity Offering SM Sales Agreement among UDR, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global	Exhibit 1.1 to UDR, Inc.'s Current Report on Form 8-K dated April 4, 2012 and filed with the SEC on April 5, 2012.

Markets Inc., Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, dated April 4, 2012.

- 10.13 Third Amended and Restated Distribution Agreement among UDR, Inc., United Dominion Realty, L.P., as Guarantor, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated and Wells Fargo Securities, LLC, as Agents, dated September 1, 2011, with respect to the issue and sale by UDR, Inc. of its Medium-Term Notes, Series A Due Nine Months or More From Date of Issue. Exhibit 1.2 to UDR, Inc.'s Current Report on Form 8-K dated and filed with the Commission on September 1, 2011.
- 10.14 Credit Agreement, dated as of October 20, 2015, by and among UDR, Inc., as borrower, and the lenders and agents party thereto. Exhibit 10.1 to UDR, Inc.'s Current Report on Form 8-K dated October 20, 2015 and filed with the Commission on October 26, 2015.
- 10.15 Guaranty of United Dominion Realty, L.P., dated as of October 20, 2015, with respect to the Credit Agreement, dated as of October 20, 2015. Exhibit 10.2 to UDR, Inc.'s Current Report on Form 8-K dated October 20, 2015 and filed with the Commission on October 26, 2015.
- 10.16 Aircraft Time Sharing Agreement dated as of December 15, 2011, by and between UDR, Inc. and Thomas W. Toomey. Exhibit 10.42 to UDR, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011.
- 10.17 Aircraft Time Sharing Agreement dated as of December 15, 2011, by and between UDR, Inc. and Warren L. Troupe. Exhibit 10.2 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2012.
- 10.18 Amendment No.1, dated July 29, 2014, to the ATM Equity OfferingSM Sales Agreement among UDR, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, dated April 4, 2012. Exhibit 1.1 to UDR, Inc.'s Current Report on Form 8-K dated July 29, 2014 and filed with the Commission on July 31, 2014.
- 10.19 Amendment No. 1, dated July 29, 2014, to the Third Amended and Restated Distribution Agreement among UDR, Inc., United Dominion Realty, L.P., as Guarantor, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated and Wells Fargo Securities, LLC, as Agents, dated September 1, 2011, with respect to the issue and sale by UDR, Inc. of its Medium-Term Notes, Series A Due Nine Months or More From Date of Issue. Exhibit 1.2 to UDR, Inc.'s Current Report on Form 8-K dated July 29, 2014 and filed with the Commission on July 31, 2014.

Exhibit	Description	Location
10.20	Underwriting Agreement between UDR, Inc. and Credit Suisse Securities (USA) LLC dated August 19, 2015.	Exhibit 1.1 to UDR, Inc.'s Current Report on Form 8-K dated August 19, 2015 and filed with the Commission on August 24, 2015.
10.21	Agreement of Limited Partnership of UDR Lighthouse DownREIT L.P., dated as of October 5, 2015, as amended.	Filed herewith.
10.22*	Class 1 LTIP Unit Award Agreement	Filed herewith.
10.23*	Notice of Class 2 LTIP Unit Award	Filed herewith.
12.1	Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends of UDR, Inc.	Filed herewith.
12.2	Computation of Ratio of Earnings to Fixed Charges of United Dominion Realty, L.P.	Filed herewith.
21	Subsidiaries of UDR, Inc. and United Dominion Realty, L.P.	Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm for UDR, Inc.	Filed herewith.
23.2	Consent of Independent Registered Public Accounting Firm for United Dominion Realty, L.P.	Filed herewith.
31.1	Rule 13a-14(a) Certification of the Chief Executive Officer of UDR, Inc.	Filed herewith.

31.2	Rule 13a-14(a) Certification of the Chief Financial Officer of UDR, Inc.	Filed herewith.
31.3	Rule 13a-14(a) Certification of the Chief Executive Officer of United Dominion Realty, L.P.	Filed herewith.
31.4	Rule 13a-14(a) Certification of the Chief Financial Officer of United Dominion Realty, L.P.	Filed herewith.
32.1	Section 1350 Certification of the Chief Executive Officer of UDR, Inc.	Filed herewith.
32.2	Section 1350 Certification of the Chief Financial Officer of UDR, Inc.	Filed herewith.
32.3	Section 1350 Certification of the Chief Executive Officer of United Dominion Realty, L.P.	Filed herewith.
32.4	Section 1350 Certification of the Chief Financial Officer of United Dominion Realty, L.P.	Filed herewith.

Exhibit	Description	Location
----------------	--------------------	-----------------

101	XBRL (Extensible Business Reporting Language). The following materials from this Annual Report on Form 10-K for the period ended December 31, 2015, formatted in XBRL: (i) consolidated balance sheets of UDR, Inc., (ii) consolidated statements of operations of UDR, Inc., (iii) consolidated statements of comprehensive income/(loss) of UDR, Inc., (iv) consolidated statements of changes in equity of UDR, Inc., (v) consolidated statements of cash flows of UDR, Inc., (vi) notes to consolidated financial statements of UDR, Inc., (vii) consolidated balance sheets of United Dominion Realty, L.P., (viii) consolidated statements of operations of United Dominion Realty, L.P., (ix) consolidated statements of comprehensive income/(loss) of United Dominion	
-----	--	--

Realty, L.P.; (x) consolidated statements of changes in capital of United Dominion Realty, L.P., (xi) consolidated statements of cash flows of United Dominion Realty, L.P., (xi) notes to consolidated financial statements of United Dominion Realty, L.P.

* *Management Contract or Compensatory Plan or Arrangement*

[\(Back To Top\)](#)

Section 2: EX-4.23 (EXHIBIT 4.23)

Exhibit 4.23

UDR, INC.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY") (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER HEREOF OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

REGISTERED
No.

CUSIP No.:
90265EAK6

PRINCIPAL AMOUNT:
\$300,000,000

UDR, INC.

**MEDIUM-TERM NOTE
SERIES A
DUE NINE MONTHS OR
MORE FROM DATE OF ISSUE,
FULLY AND**

**UNCONDITIONALLY
GUARANTEED BY UNITED
DOMINION REALTY, L.P.
(Fixed Rate)**

ORIGINAL ISSUE DATE:

September 22, 2015

INTEREST RATE: 4.000%

STATED MATURITY

DATE: October 1, 2025

INTEREST PAYMENT DATE(S)

April 1 and October 1, commencing April 1, 2016

Other:

CHECK IF DISCOUNT NOTE

Issue Price: 99.770% plus accrued interest from September 22, 2015

INITIAL REDEMPTION

DATE: See Addendum

INITIAL REDEMPTION

PERCENTAGE: See Addendum

ANNUAL REDEMPTION

PERCENTAGE

REDUCTION: See Addendum

OPTIONAL REPAYMENT

DATE(S): See Addendum

SPECIFIED CURRENCY:

United States dollars

Other:

AUTHORIZED DENOMINATION:

\$1,000 and integral multiples thereof

Other:

EXCHANGE RATE

AGENT: N/A

ADDENDUM ATTACHED

Yes

No

DEFAULT INTEREST RATE: N/A

OTHER/ADDITIONAL

PROVISIONS: N/A

UDR, INC., a Maryland corporation (the “Company”, which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & Co., as nominee for The Depository Trust Company, or registered assigns, the Principal Amount of THREE HUNDRED MILLION DOLLARS (\$300,000,000), on the Stated Maturity Date specified above (or any Redemption Date or Repayment Date, each as defined on the reverse hereof, or any earlier date of acceleration of maturity) (each such date being hereinafter referred to as the “Maturity Date” with respect to the principal repayable on such date) and to pay interest thereon (and on any overdue principal, premium and/or interest to the extent legally enforceable) at the Interest Rate per annum specified above, until the principal hereof is paid or duly made available for payment. The Company will pay interest in arrears on each Interest Payment Date, if any, specified above (each, an “Interest Payment Date”), commencing with the first Interest Payment Date next succeeding the Original Issue Date specified above, and on the Maturity Date; provided, however, that if the Original Issue Date occurs between a Record Date (as defined below) and the next succeeding Interest Payment Date, interest payment will commence on the Interest Payment Date immediately following the next succeeding Record Date to the registered holder (the “Holder”) of this Note on the next succeeding Record Date. Interest on this Note will be computed on the basis of a 360-day year of twelve 30-day months.

United Dominion Realty, L.P., a Delaware limited partnership (the “Operating Partnership”), as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees to the Holder and to the Trustee and their successors and assigns (a) the full and punctual payment when due, whether at the Maturity Date, by acceleration or otherwise, of all obligations of the Company now or hereafter existing under the Indenture whether for principal of or interest on the Notes (and premium and Make-Whole Amount, if applicable) and all other monetary obligations of the Company under the Indenture and the Notes and (b) the full and punctual performance within the applicable grace periods of all other obligations of the Company under the Indenture and the Notes (all such obligations guaranteed hereby by the Operating Partnership being the “Guarantee”). The Holder of this Note may enforce its rights under the Guarantee directly against the Operating Partnership without first making a demand or taking action against the Company or any other person or entity. The Operating Partnership may, without the consent of the Holder of this Note, assume all of the Company’s rights and obligations under this Note and, upon such assumption, the Company will be released from its liabilities under the Indenture and this Note.

Interest on this Note will accrue from, and including, the immediately preceding Interest Payment Date to which interest has been paid or duly provided for (or from, and including, the Original Issue Date if no interest has been paid or duly provided for) to, but excluding, the applicable Interest Payment Date or the Maturity Date, as the case may be (each, an “Interest Period”). The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, subject to certain exceptions described herein, be paid to the person in whose name this Note (or one or more predecessor Notes, as defined on the reverse hereof) is registered at the close of business on the March 15 or September 15 (whether or not a Business Day, as defined below) immediately preceding such Interest Payment Date (the “Record Date”); provided, however, that interest payable on the Maturity Date will be payable to the person to whom the principal hereof and premium, if any, hereon shall be payable. Any such interest not so punctually paid or duly provided for on any Interest Payment Date other than the Maturity Date (“Defaulted Interest”) shall forthwith cease to be payable to the Holder on the close of business on any Record Date and, instead, shall be paid to the person in whose name this Note is registered at the close of business on a special record date (the “Special Record Date”) for the payment of such Defaulted Interest to be fixed by the Trustee hereinafter referred to, notice whereof shall be given to the Holder of this Note by the Trustee not less than 10 calendar days prior to such Special Record Date or may be paid at any time in any other lawful manner, all as more fully provided for in the Indenture.

Note, upon delivery of instructions as contemplated on the reverse hereof) at the office or agency maintained by the Company for that purpose in the Borough of Manhattan, The City of New York, currently the corporate trust office of the Trustee located at 40 Broad Street, 5th Floor, New York, New York 10004, or at such other paying agency in the Borough of Manhattan, The City of New York, as the Company may determine; provided, however, that if the Specified Currency (as defined below) is other than United States dollars and such payment is to be made in the Specified Currency in accordance with the provisions set forth below, such payment will be made by wire transfer of immediately available funds to an account with a bank designated by the Holder hereof at least 15 calendar days prior to the Maturity Date, provided that such bank has appropriate facilities therefor and that this Note is presented and surrendered and, if applicable, instructions are delivered at the aforementioned office or agency maintained by the Company in time for the Trustee to make such payment in such funds in accordance with its normal procedures. Payment of interest due on any Interest Payment Date other than the Maturity Date will be made at the aforementioned office or agency maintained by the Company or, at the option of the Company, by check mailed to the address of the person entitled thereto as such address shall appear in the Security Register maintained by the Trustee; provided, however, that a Holder of U.S.\$10,000,000 (or, if the Specified Currency is other than United States dollars, the equivalent thereof in the Specified Currency) or more in aggregate principal amount of Notes (whether having identical or different terms and provisions) will be entitled to receive interest payments on such Interest Payment Date by wire transfer of immediately available funds if such Holder has delivered appropriate wire transfer instructions in writing to the Trustee not less than 15 calendar days prior to such Interest Payment Date. Any such wire transfer instructions received by the Trustee shall remain in effect until revoked by such Holder.

If any Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the required payment of principal, premium, if any, and/or interest shall be made on the next succeeding Business Day with the same force and effect as if made on the date such payment was due, and no interest shall accrue with respect to such payment for the period from and after such Interest Payment Date or the Maturity Date, as the case may be, to the date of such payment on the next succeeding Business Day.

As used herein, “Business Day” means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York; provided, however, that if the Specified Currency is other than United States dollars, such day must also not be a day on which commercial banks are authorized or required by law, regulation or executive order to close in the Principal Financial Center (as defined below) of the country issuing the Specified Currency (or, if the Specified Currency is Euro, such day must also be a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open). “Principal Financial Center” means the capital city of the country issuing the Specified Currency, except that with respect to United States dollars, Australian dollars, Canadian dollars, Euros, South African rands and Swiss francs, the “Principal Financial Center” shall be The City of New York, Sydney, Toronto, Johannesburg and Zurich, respectively.

The Company is obligated to make payment of principal, premium, if any, and interest in respect of this Note in the currency in which this Note is denominated above (or, if such currency is not at the time of such payment legal tender for the payment of public and private debts in the country issuing such currency or, if such currency is Euro, in the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union, then the currency which is at the time of such payment legal tender in the

related country or in the adopting member states of the European Union, as the case may be) (the “Specified Currency”). If the Specified Currency is other than United States dollars, except as otherwise provided below, any such amounts so payable by the Company will be converted by the Exchange Rate Agent specified above into United States dollars for payment to the Holder of this Note.

Any United States dollar amount to be received by the Holder of this Note will be based on the highest bid quotation in The City of New York received by the Exchange Rate Agent at approximately 11:00 A.M., New York City time, on the second Business Day preceding the applicable payment date from three recognized foreign exchange dealers (one of whom may be the Exchange Rate Agent) selected by the Exchange Rate Agent and approved by the Company for the purchase by the quoting dealer of the Specified Currency for United States dollars for settlement on such payment date in the aggregate amount of the Specified Currency payable to all Holders of Notes scheduled to receive United States dollar payments and at which the applicable dealer commits to execute a contract. All currency exchange costs will be borne by the Holder of this Note by deductions from such payments. If three such bid quotations are not available, payments on this Note will be made in the Specified Currency.

If the Specified Currency is other than United States dollars, the Holder of this Note may elect to receive all or a specified portion of any payment of principal, premium, if any, and/or interest, if any, in respect of this Note in the Specified Currency by submitting a written request for such payment to the Trustee at its corporate trust office in The City of New York on or prior to the applicable Record Date or at least 15 calendar days prior to the Maturity Date, as the case may be. Such written request may be mailed or hand delivered or sent by cable, telex or other form of facsimile transmission. The Holder of this Note may elect to receive all or a specified portion of all future payments in the Specified Currency in respect of such principal, premium, if any, and/or interest, if any, and need not file a separate election for each payment. Such election will remain in effect until revoked by written notice delivered to the Trustee, but written notice of any such revocation must be received by the Trustee on or prior to the applicable Record Date or at least 15 calendar days prior to the Maturity Date, as the case may be.

If the Specified Currency is other than United States dollars and the Holder of this Note shall have duly made an election to receive all or a specified portion of any payment of principal, premium, if any, and/or interest, if any, in respect of this Note in the Specified Currency, but the Specified Currency is not available due to the imposition of exchange controls or other circumstances beyond the control of the Company, the Company will be entitled to satisfy its obligations to the Holder of this Note by making such payment in United States dollars on the basis of the Market Exchange Rate (as defined below) determined by the Exchange Rate Agent on the second Business Day prior to such payment date or, if such Market Exchange Rate is not then available, on the basis of the most recently available Market Exchange Rate. The “Market Exchange Rate” for the Specified Currency other than United States dollars means the noon dollar buying rate in The City of New York for cable transfers for the Specified Currency as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York. Any payment made in United States dollars under such circumstances shall not constitute an Event of Default (as defined in the Indenture).

All determinations referred to above made by the Exchange Rate Agent shall be at its sole discretion and shall, in the absence of manifest error, be conclusive for all purposes and binding on the Holder of this Note.

The Company agrees to indemnify the Holder of any Note against any loss incurred by such Holder as a result of any judgment or order being given or made against the Company for any amount due hereunder and such judgment or order requiring payment in a currency (the “Judgment Currency”) other than the Specified Currency, and as a result of any variation between (i) the rate of exchange at which the

Specified Currency amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such Holder, on the date of payment of such judgment or order, is able to purchase the Specified Currency with the amount of the Judgment Currency actually received by such Holder, as the case may be. The foregoing indemnity constitutes a separate and independent obligation of the Company and continues in full force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” includes any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and, if so specified on the face hereof, in an Addendum hereto, which further provisions shall have the same force and effect as if set forth on the face hereof.

Notwithstanding the foregoing, if an Addendum is attached hereto or "Other/Additional Provisions" apply to this Note as specified above, this Note shall be subject to the terms set forth in such Addendum or such "Other/Additional Provisions".

Unless the Certificate of Authentication hereon has been executed by the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, UDR, Inc. has caused this Note to be duly executed by one of its duly authorized officers.

UDR, INC.

By: /s/ Warren L. Troupe

Name: Warren L. Troupe

Title: Senior Executive Vice President and Secretary

ATTEST:

By: /s/ Deborah J. Shannon

Name: Deborah J. Shannon

Title: Assistant Secretary

Date: September 22, 2015

TRUSTEE'S CERTIFICATION OF AUTHENTICATION:

This is one of the Debt Securities of
the series designated therein referred
to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ K. Wendy Kumar

Authorized Signatory

Authentication Date: September 22, 2015

[REVERSE OF NOTE]

UDR, INC.

MEDIUM-TERM NOTE, SERIES A

DUE NINE MONTHS OR MORE FROM DATE OF ISSUE, FULLY

AND UNCONDITIONALLY GUARANTEED BY UNITED DOMINION REALTY, L.P.

(Fixed Rate)

This Note is one of a duly authorized series of Debt Securities (the "Debt Securities") of the Company issued and to be issued under an Indenture, dated as of November 1, 1995, as supplemented by the first supplemental indenture thereto, dated as of May 3, 2011, as further amended, modified or supplemented from time to time (the "Indenture"), between the Company (successor by merger to United Dominion Realty Trust, Inc., a Virginia corporation) and U.S. Bank National Association, successor trustee to Wachovia Bank, National Association (formerly known as First Union National Bank of Virginia), as trustee (the "Trustee", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Debt Securities, and of the terms upon which the Debt Securities are, and are to be, authenticated and delivered. This Note is one of the series of Debt Securities designated as "Medium-Term Notes, Series A Due Nine Months or More From Date of Issue, Fully and Unconditionally Guaranteed by United Dominion

Realty, L.P.” (the “Notes”). All terms used but not defined in this Note or in an Addendum hereto shall have the meanings assigned to such terms in the Indenture or on the face hereof, as the case may be.

United Dominion Realty, L.P., a Delaware limited partnership (the “Operating Partnership”), as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees to the Holder and to the Trustee and their successors and assigns (a) the full and punctual payment when due, whether at the Maturity Date, by acceleration or otherwise, of all obligations of the Company now or hereafter existing under the Indenture whether for principal of or interest on the Notes (and premium and Make-Whole Amount, if applicable) and all other monetary obligations of the Company under the Indenture and the Notes and (b) the full and punctual performance within the applicable grace periods of all other obligations of the Company under the Indenture and the Notes (all such obligations guaranteed hereby by the Operating Partnership being the “Guarantee”). The Holder of this Note may enforce its rights under the Guarantee directly against the Operating Partnership without first making a demand or taking action against the Company or any other person or entity. The Operating Partnership may, without the consent of the Holder of this Note, assume all of the Company’s rights and obligations under this Note and, upon such assumption, the Company will be released from its liabilities under the Indenture and this Note.

This Note is issuable only in registered form without coupons in minimum denominations of U.S. \$1,000 and integral multiples thereof or other Authorized Denomination specified on the face hereof.

This Note will not be subject to any sinking fund and, unless otherwise specified on the face hereof in accordance with the provisions of the following two paragraphs, will not be redeemable or repayable prior to the Stated Maturity Date.

This Note will be subject to redemption at the option of the Company on any date on or after the Initial Redemption Date, if any, specified on the face hereof, in whole or from time to time in part in increments of U.S. \$1,000 or other integral multiple of an Authorized Denomination (provided that any

remaining principal amount hereof shall be at least U.S. \$1,000 or such other minimum Authorized Denomination), at the Redemption Price (as defined below), together with unpaid interest accrued thereon to the date fixed for redemption (the “Redemption Date”), on written notice given to the Holder hereof (in accordance with the provisions of the Indenture) not more than 60 nor less than 30 calendar days prior to the Redemption Date. The “Redemption Price” shall be an amount equal to the Initial Redemption Percentage specified on the face hereof (as adjusted by the Annual Redemption Percentage Reduction, if any, specified on the face hereof) multiplied by the unpaid principal amount of this Note to be redeemed. The Initial Redemption Percentage, if any, shall decline at each anniversary of the Initial Redemption Date by the Annual Redemption Percentage Reduction, if any, until the Redemption Price is 100% of unpaid principal amount to be redeemed. In the event of redemption of this Note in part only, a new Note of like tenor for the unredeemed portion hereof and otherwise having the same terms and provisions as this Note shall be issued by the Company in the name of the Holder hereof upon the presentation and surrender hereof.

This Note will be subject to repayment by the Company at the option of the Holder hereof on the Optional Repayment Date(s), if any, specified on the face hereof, in whole or in part in increments of U.S. \$1,000 or other integral multiple of an Authorized Denomination (provided that any remaining principal amount hereof shall be at least U.S. \$1,000 or such other minimum Authorized Denomination), at a repayment price equal to 100% of the unpaid principal amount to be repaid, together with unpaid interest accrued thereon to the date fixed for repayment (the “Repayment Date”). For this Note to be repaid, the Trustee must receive at its corporate trust office in the Borough of Manhattan, The City of New York, not more than 60 nor less than 30 calendar days prior to the Repayment Date, such Note and instructions to such effect forwarded by the Holder hereof. Exercise of such repayment option by the Holder hereof shall be irrevocable. In the event of repayment of this Note in part only, a

new Note of like tenor for the unrepaid portion hereof and otherwise having the same terms and provisions as this Note shall be issued by the Company in the name of the Holder hereof upon the presentation and surrender hereof.

If this Note is specified on the face hereof to be a Discount Note, the amount payable to the Holder of this Note in the event of redemption, repayment or acceleration of maturity will be equal to the sum of (1) the Issue Price specified on the face hereof (increased by any accruals of the Discount, as defined below) and, in the event of any redemption of this Note (if applicable), multiplied by the Initial Redemption Percentage (as adjusted by the Annual Redemption Percentage Reduction, if applicable) and (2) any unpaid interest accrued thereon to the Redemption Date, Repayment Date or date of acceleration of maturity, as the case may be. The difference between the Issue Price and 100% of the principal amount of this Note is referred to herein as the “Discount”.

For purposes of determining the amount of Discount that has accrued as of any Redemption Date, Repayment Date or date of acceleration of maturity of this Note, such Discount will be accrued so as to cause the yield on the Note to be constant. The constant yield will be calculated using a 30-day month, 360-day year convention, a compounding period that, except for the Initial Period (as defined below), corresponds to the shortest period between Interest Payment Dates (with ratable accruals within a compounding period) and an assumption that the maturity of this Note will not be accelerated. If the period from the Original Issue Date to the initial Interest Payment Date (the “Initial Period”) is shorter than the compounding period for this Note, a proportionate amount of the yield for an entire compounding period will be accrued. If the Initial Period is longer than the compounding period, then such period will be divided into a regular compounding period and a short period, with the short period being treated as provided in the preceding sentence.

The covenants set forth in Section 1004(a) and Section 1007 of the Indenture shall not apply to this Note, and the following covenants shall instead apply to this Note in place of the covenants set forth in Section 1004(a) and Section 1007 of the Indenture:

“The Trust will, and will cause the Subsidiaries to, have at all times Total Unencumbered Assets of not less than 150% of the aggregate principal amount of all of the Trust’s outstanding Unsecured Debt and the outstanding Unsecured Debt of the Subsidiaries, determined on a consolidated basis in accordance with GAAP.

The Trust will not, and will not permit any Subsidiary to, incur any Debt if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Trust and its Subsidiaries on a consolidated basis determined in accordance with GAAP is greater than 65% of the sum of (without duplication) (i) the Trust’s Total Assets as of the end of the calendar quarter covered in the Trust’s Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Trust or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.

“Total Unencumbered Assets” means the sum of, without duplication, those Undepreciated Real Estate Assets which are not subject to a lien securing Debt and all other assets, excluding accounts receivable and intangibles, of the Trust and the Subsidiaries not subject to a lien securing Debt, all determined on a consolidated basis in accordance with GAAP; provided, however, that all investments by the Trust and the Subsidiaries in unconsolidated joint ventures, unconsolidated limited partnerships,

unconsolidated limited liability companies and other unconsolidated entities shall be excluded from Total Unencumbered Assets to the extent that such investments would have otherwise been included.”

If an Event of Default shall occur and be continuing, the principal of the Notes may, and in certain cases shall, be accelerated in the manner and with the effect provided in the Indenture.

The Indenture contains provisions for defeasance of (i) the entire indebtedness of the Notes or (ii) certain covenants and Events of Default with respect to the Notes, in each case upon compliance with certain conditions set forth therein, which provisions apply to the Notes.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Debt Securities at any time by the Company and the Trustee with the consent of the Holders of a majority of the aggregate principal amount of all Debt Securities at the time outstanding and affected thereby. The Indenture also contains provisions permitting the Holders of a majority of the aggregate principal amount of the outstanding Debt Securities of any series, on behalf of the Holders of all such Debt Securities, to waive compliance by the Company with certain provisions of the Indenture. Furthermore, provisions in the Indenture permit the Holders of a majority of the aggregate principal amount of the outstanding Debt Securities of any series, in certain instances, to waive, on behalf of all of the Holders of Debt Securities of

such series, certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and other Notes issued upon the registration of transfer hereof or in exchange heretofore or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay principal, premium, if any, and interest in respect of this Note at the times, places and rate or formula, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein and herein set forth, the transfer of this Note is registrable in the Security Register of the Company upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal hereof and any premium or interest hereon are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or by his attorney duly authorized in writing, and thereupon one or more new Notes having the same terms and provisions, of Authorized Denominations and for the same aggregate principal amount, will be issued by the Company to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein and herein set forth, this Note is exchangeable for a like aggregate principal amount of Notes of different Authorized Denominations but otherwise having the same terms and provisions, as requested by the Holder hereof surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Holder as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary, except as required by law.

Attorney to transfer this Note on the books of the Company, with full power of substitution in the premises.

UDR, INC.

ADDENDUM TO MEDIUM-TERM NOTE

(Fixed Rate)

The Company may redeem all or part of this Note at any time at its option at a redemption price equal to the greater of (1) the principal amount of this Note being redeemed plus accrued and unpaid interest to the redemption date or (2) the Make-Whole Amount for the principal amount of this Note being redeemed. If this Note is redeemed on or after July 1, 2025 (three months prior to the maturity date), the redemption price will equal the principal amount of this Note being redeemed plus accrued and unpaid interest to the redemption date.

“Make-Whole Amount” means, as determined by the Quotation Agent, the sum of the present values of the principal amount of this Note to be redeemed, together with the scheduled payments of interest (exclusive of interest to the redemption date) from the redemption date to the maturity date of this Note being redeemed, in each case discounted to the redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Adjusted Treasury Rate, plus accrued and unpaid interest on the principal amount of this Note being redeemed to the redemption date.

“Adjusted Treasury Rate” means, with respect to any redemption date, the sum of (x) either (1) the yield for the maturity corresponding to the Comparable Treasury Issue, under the heading that represents the average for the immediately preceding week, appearing in the most recent published statistical release designated “H.15 (519)” or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities” (provided, if no maturity is within three months before or after the remaining term of this Note, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounded to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, in each case calculated on the third business day preceding the redemption date, and (y) 0.30%.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term from the redemption date to the maturity date of this Note that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Note.

“Comparable Treasury Price” means, with respect to any redemption date, (x) the average of three Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations so obtained, or (y) if fewer than five Reference Treasury Dealer Quotations are so obtained, the average of all such Reference Treasury Dealer Quotations so obtained.

“Quotation Agent” means the Reference Treasury Dealer selected by the indenture trustee after consultation with the Company.

“Reference Treasury Dealer” means any of J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, a nationally recognized investment banking firm selected by Wells Fargo Securities, LLC that is a primary U.S. Government Securities dealer, their respective successors and assigns and one other nationally recognized investment banking firm selected by the Company that is a primary U.S. Government securities dealers.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the indenture trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the indenture trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

[\(Back To Top\)](#)

Section 3: EX-10.21 (EXHIBIT 10.21)

Exhibit 10.21

**AGREEMENT OF LIMITED PARTNERSHIP
OF
UDR LIGHTHOUSE DOWNREIT L.P.**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINED TERMS	2
1.01 Defined Terms	2
ARTICLE II PARTNERSHIP FORMATION AND IDENTIFICATION	10
2.01 Formation	10
2.02 Name, Office and Registered Agent	10
2.03 Partners	11
2.04 Term and Dissolution	11
2.05 Filing of Certificate and Perfection of Limited Partnership	12
2.06 Certificates Describing Partnership Units	12
ARTICLE III BUSINESS OF THE PARTNERSHIP	12
3.01 Business of the Partnership	12
ARTICLE IV CAPITAL CONTRIBUTIONS AND ACCOUNTS	13
4.01 Capital Contributions	13
4.02 Additional Capital Contributions and Issuances of Additional Partnership Interests	13
4.03 Loans to the Partnership	14
4.04 Capital Accounts	15
4.05 Percentage Interests	15
4.06 No Interest on Contributions	15

4.07	Return of Capital Contributions	15
4.08	No Third Party Beneficiary	16
ARTICLE V	ALLOCATIONS AND DISTRIBUTIONS	16
5.01	Allocation of Current Profit and Residual Profit and Loss	16
5.02	Distribution of Cash	19
5.03	REIT Distribution Requirements	21
5.04	No Right to Distributions in Kind	22
5.05	Limitations on Return of Capital Contributions	22
5.06	Distributions Upon Liquidation	22
5.07	Substantial Economic Effect	23
5.08	Restriction on Distributions to UDR Partners	23
ARTICLE VI	RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER	23

TABLE OF CONTENTS

(Continued)

	Page	
6.01	Management of the Partnership	23
6.02	Delegation of Authority	26
6.03	Indemnification and Exculpation of Indemnitees	26
6.04	Liability of the General Partner	28
6.05	Partnership Expenses	29
6.06	Outside Activities	29
6.07	Employment or Retention of Affiliates	29
6.08	Title to Partnership Assets	30
ARTICLE VII	CHANGES IN GENERAL PARTNER AND THE COMPANY	30
7.01	Transfer of a General Partner's Partnership Interest; Transactions Involving the Company	30

7.02	Admission of a Substitute or Additional General Partner	32
7.03	Effect of Bankruptcy, Withdrawal, Death or Dissolution of a General Partner	32
7.04	Removal of a General Partner	33
ARTICLE VIII	RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNERS	34
8.01	Management of the Partnership	34
8.02	Power of Attorney	34
8.03	Limitation on Liability of Limited Partners	34
8.04	Ownership by Limited Partner of Corporate General Partner or Affiliate	34
8.05	Redemption Right	34
8.06	Requirement that REIT Shares be Publicly Traded; Securities Act Registration of REIT Shares	38
ARTICLE IX	TRANSFERS OF LIMITED PARTNERSHIP INTERESTS	39
9.01	Purchase for Investment	39
9.02	Restrictions on Transfer of Limited Partnership Interests	39
9.03	Admission of Substitute Limited Partner	40
9.04	Rights of Assignees of Partnership Interests	42
9.05	Effect of Bankruptcy, Death, Incompetence or Termination of a Limited Partner	42
9.06	Joint Ownership of Interests	42

TABLE OF CONTENTS

(Continued)

	Page	
ARTICLE X	BOOKS AND RECORDS; ACCOUNTING; TAX MATTERS	43
10.01	Books and Records	43
10.02	Custody of Partnership Funds; Bank Accounts	43
10.03	Fiscal and Taxable Year	43
10.04	Annual Tax Information and Report	43

10.05	Tax Matters Partner; Tax Elections; Special Basis Adjustments	43
10.06	Reports to Limited Partners	44
ARTICLE XI	AMENDMENT OF AGREEMENT; MERGER; NOTICE	45
11.01	Amendment of Agreement; Merger	45
11.02	Notice to Limited Partners	45
ARTICLE XII	GENERAL PROVISIONS	46
12.01	Notices	46
12.02	Survival of Rights	46
12.03	Additional Documents	46
12.04	Severability	46
12.05	Entire Agreement	46
12.06	Rules of Construction	46
12.07	Headings	46
12.08	Counterparts	46
12.09	Governing Law	46

AGREEMENT OF LIMITED PARTNERSHIP

OF

UDR LIGHTHOUSE DOWNREIT L.P.

Dated as of October 5, 2015

THIS AGREEMENT OF LIMITED PARTNERSHIP (this “**Agreement**”) is made as of this 5th day of October, 2015, between UDR, Inc., a Maryland corporation, as the general partner and a limited partner, United Dominion Realty, L.P., a Delaware limited partnership, as a limited partner, UDR Texas Properties LLC, a Delaware limited liability company, as a limited partner, and the other limited partners from time to time party hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of mutual covenants between the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINED TERMS

1.01 Defined Terms. The following defined terms used in this Agreement shall have the meanings specified below:

“**Act**” means the Delaware Revised Uniform Limited Partnership Act, as it may be amended from time to time.

“**Additional Funds**” is defined in Section 4.03.

“**Additional Limited Partner**” means a Person admitted to this Partnership as a Limited Partner pursuant to Section 4.02.

“**Affiliate**” means, (i) any Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, (ii) any other Person that owns, beneficially, directly or indirectly, 10% or more of the outstanding capital stock, shares or equity interests of such Person, or (iii) any officer, director, employee, partner or trustee of such Person or any Person controlling, controlled by or under common control with such Person (excluding trustees and persons serving in similar capacities who are not otherwise an Affiliate of such Person). For the purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities or partnership interests or otherwise.

“**Agreed Value**” means the fair market value of a Partner’s non-cash Capital Contribution as of the date of contribution as agreed to by such Partner and the General Partner. The name and address of each Partner, number of Partnership Units issued to such Partner, and the Agreed Value of such Partner’s non-cash Capital Contributions as of the date of contribution thereof is set forth on Exhibit A.

“**Agreement**” means this Agreement of Limited Partnership, as amended from time to time.

“**Aggregate Unpaid Dividend Equivalent Amount**” means, with respect to any Partner, an amount determined as of any date equal to the cumulative amount of any shortfall in paying the full Dividend Equivalent Amount to such Partner pursuant to Section 5.02(a)(iii) or Section 5.02(a)(iv) during any period prior to the Current Period beginning on the date on which Partnership Units are issued to Outside Partners under the Contribution Agreement.

“**Available Cash**” means, for any period, the excess, if any, of (i) the cash receipts of the Partnership or any of its Subsidiaries (other than Capital Receipts), including amounts withdrawn from reserves, over (ii) the disbursements of cash by the Partnership and its Subsidiaries (other than distributions to Partners and amounts paid with Capital Receipts), including amounts

deposited in reserves. Available Cash for any period shall be determined by the General Partner in its reasonable discretion.

“**Capital Account**” is defined in Section 4.04.

“**Capital Contribution**” means the total amount of capital contributed to the Partnership by each Partner. Any reference to the Capital Contribution of a Partner shall include the Capital Contribution made by a predecessor holder of the Partnership Interest of such Partner. The paid-in Capital Contribution shall mean the cash amount or the Agreed Value of other assets actually contributed by each Partner to the capital of the Partnership.

“**Capital Receipts**” means cash receipts of the Partnership or any of its Subsidiaries from the sale, exchange or other disposition of any assets of the Partnership or any Subsidiary thereof, including the issuance of any equity interest by the Partnership or any Subsidiary thereof, or from the incurrence of any Indebtedness by the Partnership or any Subsidiary thereof.

“**Cash Amount**” means an amount of cash per Partnership Unit equal to the Value of the REIT Shares Amount on the date of receipt by the General Partner of a Notice of Redemption; provided that, if, during the Restricted Period, the General Partner is not entitled to satisfy the exercise of the Redemption Right by delivery of REIT Shares pursuant to Section 8.06, the Cash Amount will equal (i) if there ceased to be Publicly Traded REIT Shares as a result of a Transaction in which the holders of the Common Stock received cash and other property, the sum of the highest amount of cash and the fair market value of other property (determined in good faith by the General Partner) received by the holder of one REIT Share in such Transaction, but only if the Specified Redemption Date with respect to such Partnership Unit is a date that occurs within six (6) months following the date on which the Transaction has been consummated; or (ii) in all other circumstances, the Value of one Partnership Unit.

“**Certificate**” means any instrument or document that is required under the laws of the State of Delaware, or any other jurisdiction in which the Partnership conducts business, to be signed and sworn to by the Partners of the Partnership (either by themselves or pursuant to the power-or-attorney granted to the General Partner in Section 8.02) and filed for recording in the appropriate public offices within the State of Delaware or such other jurisdiction to perfect or maintain the Partnership as a limited partnership, to effect the admission, withdrawal, or substitution of any Partner of the Partnership, or to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Delaware or such other jurisdiction.

“**Charter**” means the Articles of Incorporation of the Company, as amended from time to time.

“**Code**” means the Internal Revenue Code of 1986, as amended, and as hereafter amended from time to time. Reference to any particular provision of the Code shall mean that provision in the Code at the date hereof and any successor provision of the Code.

“**Commission**” means the Securities and Exchange Commission.

“**Company**” means UDR, Inc., a Maryland corporation.

“**Contribution Agreement**” means the Contribution Agreement dated as of June 22, 2015, by and among the United Dominion Realty, L.P., the Company, Home Properties, L.P., and LSREF4 Lighthouse Acquisitions, LLC.

“**Conversion Factor**” means 1.0, as adjusted pursuant to Section 8.05(f).

“**Current Period**” means as of any date the calendar quarter ended most recently prior to such date.

“**Current Profit**” is defined in Section 5.01(h).

“**Dividend Equivalent**” for any calendar quarter as to any Partner means the amount of distributions such Partner would have received for the quarter from REIT Shares if such Partner owned the number of REIT Shares equal to the product to such Partner’s Partnership Units and the Conversion Factor for the Partnership Record Date pertaining to such quarter; provided, however, that for purposes of determining any Partner’s Dividend Equivalent for any period for which the General Partner Entity pays a dividend with respect to REIT Shares in which holders of REIT Shares have an option to elect to receive such dividend in cash or additional REIT Shares (other than pursuant to a dividend reinvestment program), the amount of distributions such Partner shall be deemed to have received with respect to such dividend (if such Partner owned the specified number of REIT Shares) shall be equal to the product of (i) the specified number of REIT Shares deemed to be owned by such Partner, and (ii) the quotient obtained by dividing (a) the aggregate amount of cash paid by the General Partner Entity in such dividend to all holders of REIT Shares, by (b) the aggregate number of REIT Shares outstanding as of the close of business on the record date for such dividend, and the Conversion Factor shall be adjusted in connection with such dividend in the manner provided in Section 8.05(f).

“**Event of Bankruptcy**” as to any Person means the filing of a petition for relief as to such Person as debtor or bankrupt under the Bankruptcy Code of 1978 or similar provision of law of any jurisdiction (except if such petition is contested by such Person and has been dismissed within 90 days); insolvency or bankruptcy of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of his assets; commencement of any proceedings relating to such Person as a debtor under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates his approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 90 days.

“**Family Member**” means, as to a Person that is an individual, such Person’s spouse, ancestors, descendants (whether by blood or by adoption), brothers, sisters and inter vivos or testamentary trusts of which only such Person and his spouse, ancestors, descendants (whether by blood or by adoption), brothers and sisters are beneficiaries.

“**GAAP**” means generally accepted accounting principles in the United States of America that are applicable to the circumstances as of the date of determination.

“**General Partner**” means the Company and any Person who becomes a substitute or additional General Partner as provided herein, and any of their successors as General Partner. At any time at which the Partnership has two or more General Partners, all such General Partners shall designate one of such General Partners as managing General Partner and may from time to time designate a successor managing General Partner and, unless the context otherwise requires, references to the General Partner shall mean the General Partner at the time so designated as managing General Partner.

“**General Partner Entity**” means the General Partner; provided that if (i) the common shares (or other comparable equity interests) of the General Partner are at any time not Publicly Traded and (ii) the common shares (or other comparable equity interests) of an entity that owns, directly or indirectly, fifty percent (50%) or more of the common shares (or other comparable equity interests) of the General Partner are Publicly Traded, the term “General Partner Entity” shall refer to such entity whose common shares of beneficial interest (or other comparable equity securities) are Publicly Traded. If both requirements set forth in clauses (i) and (ii) above are not satisfied, then the term “General Partner Entity” shall mean the General Partner.

“**General Partnership Interest**” means a Partnership Interest held by the General Partner that is a general partnership interest.

“**Gross Asset Value**” means, as of any date of determination, the aggregate value that would be ascribed to all of the assets of the Partnership and its Subsidiaries (assuming that such assets were treated as assets of the Company and its consolidated subsidiaries) determined by the General Partner from time to time in its good faith discretion using principles and methodology comparable to those used by it in connection with its valuation of the assets of the Company and its subsidiaries.

“**Indebtedness**” means, as to any Person as of any date of determination, all of the following (without duplication): (a) all obligations of such Person in respect of money borrowed or the deferred purchase price of property or services (other than trade debt incurred in the ordinary course of business); (b) all obligations of such Person (other than trade debt incurred in the ordinary course of business), whether or not for money borrowed (i) represented by notes payable, or drafts accepted, in each case representing extensions of credit, (ii) evidenced by bonds, debentures, notes or similar instruments, or (iii) constituting purchase money indebtedness, conditional sales contracts, title retention debt instruments or other similar instruments, upon which interest charges are customarily paid or that are issued or assumed as full or partial payment for property or services rendered; (c) lease obligations of such Person that are required to be capitalized and reported as a liability under GAAP; (d) all Indebtedness of other Persons that such Person has guaranteed or is otherwise recourse to such Person (except for guaranties of customary exceptions for fraud, misapplication of funds, environmental indemnities, voluntary bankruptcy, collusive involuntary bankruptcy, and other similar exceptions to non-recourse liability); and (e) all Indebtedness of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness or other payment obligation.

“**Indemnitee**” means (i) any Person made a party to a proceeding by reason of such Person’s status as the General Partner or a director, officer or employee of the Partnership or the General Partner, and (ii) such other Persons (including Affiliates of the General Partner or the Partnership) as the General Partner may designate from time to time, in its sole and absolute discretion.

“**Limited Partner**” means any Person named as a Limited Partner on Exhibit A attached hereto, and any Person who becomes a Substitute or Additional Limited Partner, in such Person’s capacity as a Limited Partner in the Partnership.

“**Limited Partnership Interest**” means the ownership interest of a Limited Partner in the Partnership at any particular time, including the right of such Limited Partner to any and all benefits to which such Limited Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Limited Partner to comply with all the provisions of this Agreement and of such Act.

“**Limited Transferee**” shall mean, (i) in the case of a Limited Partner which is a partnership, limited liability company, joint venture, corporation or other business entity, its partners, owners, shareholders or affiliates thereof, as the case may be, or the Persons owning the beneficial interests in any of its partners, owners or shareholders or affiliates thereof or (ii) a charitable organization.

“**Minimum Limited Partnership Interest**” means the lesser of (i) 1% or (ii) if the total Capital Contributions to the Partnership exceed \$50 million, 1% divided by the ratio of the total Capital Contributions to the Partnership to \$50 million; provided, however, that the Minimum Limited Partnership Interest shall not be less than 0.2% at any time.

“**Net Asset Value Ratio**” means, as of any date of determination, an amount equal to (i)(A)the Gross Asset Value of the Partnership and its Subsidiaries as of such date *minus* (B) the sum of (I) the aggregate principal balance of all outstanding Indebtedness of the Partnership and its Subsidiaries as of such date, *plus* (II) the aggregate liquidation preference of all Partnership

Interests issued by the Partnership that have a preference over the Partnership Units issued to the Outside Partners under the Contribution Agreement, *plus* (III) the aggregate liquidation preference of all equity interests issued by any Subsidiary of the Partnership that have a preference over the interests in such Subsidiary held by the Partnership (directly or indirectly), *divided by* (ii)(A) if the Redemption Right at such time could be satisfied by delivery of REIT Shares, the aggregate Value, as of such date, of the number of REIT Shares for which all outstanding Partnership Units held by Limited Partners, excluding any Partnership Units held by a Limited Partner that is a UDR Partner, could then be redeemed, or (B) if the Redemption Right at such time could not be satisfied by delivery of REIT Shares, the aggregate Value of all outstanding Partnership Units held by Limited Partners, excluding any Partnership Units held by a Limited Partner that is a UDR Partner.

“**Notice of Redemption**” means the Notice of Exercise of Redemption Right substantially in the form attached as Exhibit B hereto.

“**NYSE**” means the New York Stock Exchange and includes any other national securities exchange on which the REIT Shares are listed at the determination date.

“**Offer**” is defined in Section 7.01(c).

“**Outside Partner**” means any Partner other than a UDR Partner.

“**Partner**” means any General Partner or Limited Partner.

“**Partner Nonrecourse Debt Minimum Gain**” has the meaning set forth in Regulations Section 1.704-2(i). A Partner’s share of Partner Nonrecourse Debt Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(i)(5).

“**Partnership**” means UDR Lighthouse DownREIT L.P., a Delaware limited partnership.

“**Partnership Interest**” means an ownership interest in the Partnership held by either a Limited Partner or the General Partner and includes any and all benefits to which the holder of such a Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

“**Partnership Minimum Gain**” has the meaning set forth in Regulations Section 1.704-2(d). In accordance with Regulations Section 1.704-2(d), the amount of Partnership Minimum Gain is determined by first computing, for each Partnership nonrecourse liability, any gain the Partnership would realize if it disposed of the property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. A Partner’s share of Partnership Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(g)(1).

“**Partnership Record Date**” means the record date established by the General Partner for the distribution of cash pursuant to Section 5.02, which record date shall be the same as the REIT Record Date.

“**Partnership Unit**” means a fractional, undivided share of the Partnership Interests of all Partners issued hereunder. The allocation of Partnership Units among the Partners shall be as set forth on Exhibit A, as may be amended from time to time.

“**Percentage Interest**” means at any time the percentage ownership interest in the Partnership of each Partner, as determined by dividing the Partnership Units owned by such Partner by the total number of Partnership Units outstanding at such time. The Percentage Interest of each Partner shall be as set forth on Exhibit A, as may be amended from time to time.

“**Percentage Interest Adjustment Date**” means the effective date of an adjustment of the Partners’ Percentage Interests pursuant to Section 4.05.

“**Person**” means any individual, partnership, corporation, joint venture, trust or other entity.

“**Property**” means any apartment property or other investment in which the Partnership holds an ownership interest.

“**Publicly Traded**” means listed or admitted to trading on the NYSE, the NASDAQ Stock Market, any nationally or internationally recognized stock exchange or any successor to any of the foregoing.

“**Redeeming Partner**” is defined in Section 8.05(a).

“**Redemption Right**” is defined in Section 8.05(a).

“**Regulations**” means the Federal Income Tax Regulations issued under the Code, as amended and as hereafter amended from time to time. Reference to any particular provision of the Regulations shall mean that provision of the Regulations on the date hereof and any successor provision of the Regulations.

“**REIT**” means a real estate investment trust under Sections 856 through 860 of the Code.

“**REIT Expenses**” means (i) costs and expenses relating to the continuity of existence of the Company and its Subsidiaries (all such entities shall, for purposes of this section, be included within the definition of Company), including, without limitation, taxes, fees and assessments associated therewith and any costs, expenses or fees payable to any director, officer or employee of the Company (including, without limitation, any costs of indemnification), (ii) costs and expenses relating to any offer or registration of REIT Shares or other securities by the Company and all statements, reports, fees and expenses incidental thereto, including, without limitation, underwriting discounts and selling commissions applicable to any such offer of securities and any costs and expenses associated with any claims made by any holders of such securities or any underwriters or placement agents thereof, (iii) costs and expenses incurred in connection with the repurchase of any securities by the Company, (iv) costs and expenses associated with the preparation and filing of any periodic or other reports and communications by the Company under federal, state or local laws or regulations, including filings with the Commission, (v) costs and expenses associated with compliance by the Company with laws, rules and regulations promulgated by any regulatory body, including the Commission and any securities exchange, (vi) costs and expenses associated with any 401(k) plan, incentive plan, bonus plan or other plan providing for compensation for the employees of the Company, (vii) costs and expenses incurred by the Company relating to any issuance or redemption of Partnership Interests, and (viii) all other operating or administrative costs incurred by the Company in connection with the ordinary course of the Company’s or the Partnership’s business (including the business of any Subsidiary thereof).

“**REIT Record Date**” means the record date established by the General Partner for a distribution to the holders of the REIT Shares.

“**REIT Share**” means (i) for so long as the Company’s common stock is Publicly Traded, a share of common stock of the Company, \$.01 par value per share; and (ii) if the Company engages in a Transaction and its common stock ceases to be publicly traded but

another real estate investment trust whose common stock is Publicly Traded becomes a General Partner Entity, a share of the common stock of such real estate investment trust.

“**REIT Shares Amount**” shall mean a whole number of REIT Shares equal to the product of the number of Partnership Units offered for redemption by a Redeeming Partner, multiplied by the Conversion Factor as adjusted to and including the Specified Redemption Date plus cash in lieu of any fractional REIT Shares based on the Value of a REIT Share as of the date of receipt by the General Partner of a Notice of Redemption; provided that in the event the Company issues to all holders of REIT Shares rights, options, warrants or convertible or exchangeable securities entitling the stockholders to subscribe for or purchase REIT Shares, or any other securities or property (collectively, the “rights”), and the rights have not expired at the Specified Redemption Date, then the REIT Shares Amount shall also include the rights issuable to a holder of the REIT Shares Amount of REIT Shares on the record date fixed for purposes of determining the holders of REIT Shares entitled to rights.

“**Residual Loss**” is defined in Section 5.01(h).

“**Residual Profit**” is defined in Section 5.01(h).

“**Restricted Period**” shall mean the period commencing on the date Partnership Units are issued to Outside Partners under the Contribution Agreement and ending on the date which is six (6) months after the earlier to occur of (i) the tenth anniversary thereof or (ii) the date on which the “Restricted Period” (as such term is defined in the Tax Protection Agreement referenced in the Contribution Agreement, in each case as amended from time to time) terminates as to all “CIPs” as defined in such Tax Protection Agreement.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Service**” means the Internal Revenue Service.

“**Specified Redemption Date**” means (i) with respect to Partnership Units to be redeemed for a Cash Amount, the first Business Day of the month that is at least 20 business days after the receipt by the General Partner of the Notice of Redemption, as the same may be extended pursuant to Section 8.05(d) and (ii) with respect to Partnership Units to be redeemed for a REIT Shares Amount, the fifth Business Day following the date of the General Partner’s notice of its election to purchase such Partnership Units pursuant to Section 8.05(b).

“**Subsidiary**” means, with respect to any Person, any corporation or other entity of which a majority of (i) the voting power of the voting equity securities (including general partners’ interests) or (ii) the outstanding equity interests is owned, directly or indirectly, by such Person.

“**Substitute Limited Partner**” means any Person admitted to the Partnership as a Limited Partner pursuant to Section 9.03.

“**Transaction**” is defined in Section 7.01(c).

“**Transfer**” is defined in Section 9.02(a).

“**UDR Partner**” means the Company and any Partner that is an Affiliate of the Company.

“**Unit Purchasing UDR Partner**” means any UDR Partner that has acquired Partnership Units through the purchase thereof from a Partner that is not a UDR Partner, to the extent of such Partnership Units held by it.

“**Value**” means, with respect to any security, the average of the daily market price of such security for the twenty (20) consecutive trading days immediately preceding the date of such valuation. The market price for each such trading day shall be: (i)

if such security is listed or admitted to trading on any securities exchange or The Nasdaq National Market, the closing price, regular way, on such day or, if no sale takes place on such day, the average of the closing bid and asked prices on such day, (ii) if such security is not listed or admitted to trading on any securities exchange or The Nasdaq National Market, the last reported sale price on such day or, if no sale takes place on such day, the average of the closing bid and asked prices on such day, as reported by a recognized quotation source designated by the Company, or (iii) if such security is not listed or admitted to trading on any securities exchange or The Nasdaq National Market and no such last reported sale price or closing bid and asked prices are available, the average of the reported high bid and low asked prices on such day, as reported by a recognized quotation source designated by the General Partner, or if there shall be no bid and asked prices on such day, the average of the high bid and low asked prices, as so reported, on the most recent day (not more than twenty (20) days prior to the date in question) for which prices have been so reported; provided, that if there are no bid and asked prices reported during the twenty (20) days prior to the date in question or if the security consists of Partnership Units during any period in which the REIT Shares are not Publicly Traded, the value of such security shall be determined by the General Partner acting in good faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate. In the event that any security includes any additional rights the value of which is not included within such price, then the value of such rights shall be determined by the General Partner acting in good faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate, and included in determining the “Value” of such security.

ARTICLE II

PARTNERSHIP FORMATION AND IDENTIFICATION

2.01 Formation. The Partnership was formed by filing a Certificate of Limited Partnership with the Delaware Secretary of State on June 26, 2015.

2.02 Name, Office and Registered Agent. The name of the Partnership shall be UDR Lighthouse DownREIT L.P. The specified office and place of business of the Partnership shall be 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129. The General Partner may at any time change the location of such office, provided the General Partner gives notice to the Partners of any such change. The name and address of the Partnership’s registered agent is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The sole duty of the registered agent as such is to forward to the Partnership any notice that is served on it as registered agent.

2.03 Partners.

(a) The General Partner of the Partnership is the Company. Its principal place of business shall be the same as that of the Partnership.

(b) The Limited Partners shall be those Persons identified as Limited Partners on Exhibit A hereto, as amended from time to time.

2.04 Term and Dissolution.

(a)The term of the Partnership shall continue in full force and effect until the Partnership is dissolved as provided by law or upon the first to occur of any of the following events:

(i)The occurrence of an Event of Bankruptcy as to a General Partner or the dissolution, death or withdrawal of a General Partner unless the Partnership is continued pursuant to Section 2.04(c); provided, that if a General Partner is on the date of such occurrence a partnership, the dissolution of such General Partner as a result of the dissolution, death, withdrawal, removal or Event of Bankruptcy of a partner in such partnership shall not be an event of dissolution of the Partnership if the business of such General Partner is continued by the remaining partner or partners, either alone or with additional partners, and such General Partner and such partners comply with any other applicable requirements of this Agreement;

(ii)The passage of 90 days after the sale or other disposition of all or substantially all of the assets of the Partnership (provided that if the Partnership receives one or more obligations as consideration for such sale or other disposition, the Partnership shall continue, unless sooner dissolved under the provisions of this Agreement, until such time as all of such obligations are paid or satisfied in full);

(iii)The redemption of all Limited Partnership Interests (other than any of such interests held by the Company or any Subsidiary thereof); or

(iv)The election by the General Partner that the Partnership should be dissolved, which election shall not be made prior to the expiration of the Restricted Period.

(b)Upon dissolution of the Partnership (unless the Partnership is continued pursuant to Section 2.04(c)) the General Partner (or its trustee, receiver, successor or legal representative) shall amend or cancel the Certificate and liquidate the Partnership's assets and apply and distribute the proceeds thereof in accordance with Section 5.06. Notwithstanding the foregoing, the liquidating General Partner may either (i) defer liquidation of, or withhold from distribution for a reasonable time, any assets of the Partnership (including those necessary to satisfy the Partnership's debts and obligations), or (ii) distribute the assets to the Partners in kind.

(c)Notwithstanding Section 2.04(a)(i), upon the occurrence of an Event of Bankruptcy as to a General Partner or the dissolution, death or withdrawal of a General Partner, the Limited Partners, within 90 days after such occurrence, may elect to continue the Partnership for the balance of the term specified in Section 2.04(a) by selecting, subject to Section 7.02 and any other provisions of this Agreement, a substitute General Partner by consent of a majority in interest of the Limited Partners. If the Limited

Partners elect to continue the Partnership and admit a substitute General Partner, the relationship with the Partners and of any Person who has acquired an interest of a Partner in the Partnership shall be governed by this Agreement.

(d)The General Partner shall provide written notice to the Limited Partners of an anticipated liquidation and dissolution of the Partnership at least thirty (30) days prior to the anticipated time at which such liquidation and dissolution will occur, with the understanding that the Limited Partners shall have the opportunity to exercise their rights of Redemption pursuant to Section 8.05 prior to such liquidation and dissolution, subject to the restrictions on redemption set forth herein (other than Sections 8.05(c), (d), and (e)) and with the Specified Redemption Date to be not later than the date on which the first liquidating distribution would be made by the Partnership, notwithstanding any other provision of this Agreement. Such notice shall include a notification to the effect that a Limited Partner may receive an amount on the liquidation and dissolution that is different, perhaps by a material amount, from the amount that it would receive upon the Redemption of its Units pursuant to Section 8.05.

2.05 Filing of Certificate and Perfection of Limited Partnership. The General Partner shall execute, acknowledge, record and file at the expense of the Partnership, the Certificate and any and all amendments thereto and all requisite fictitious name statements and notices in such places and jurisdictions as may be necessary to cause the Partnership to be treated as a limited partnership under, and otherwise to comply with, the laws of each state or other jurisdiction in which the Partnership conducts business.

2.06 Certificates Describing Partnership Units. At the request of a Limited Partner, the General Partner, at its option, may issue a certificate summarizing the terms of such Limited Partner's interest in the Partnership, including the number of Partnership Units owned and the Percentage Interest represented by such Partnership Units as of the date of such certificate. Any such certificate (i) shall be in form and substance as approved by the General Partner, (ii) shall not be negotiable and (iii) shall bear the following legend:

This certificate is not negotiable. The Partnership Units represented by this certificate are governed by and transferable only in accordance with the provisions of the Agreement of Limited Partnership of UDR Lighthouse DownREIT L.P., as amended from time to time.

ARTICLE III

BUSINESS OF THE PARTNERSHIP

3.01 Business of the Partnership. The purpose and nature of the business to be conducted by the Partnership is (i) to conduct any business that may be lawfully conducted by a limited partnership organized pursuant to the Act, provided, however, that such business shall be limited to and conducted in such a manner as to permit the Company at all times to qualify as a

REIT, unless the Company otherwise ceases to qualify as a REIT, (ii) to enter into any partnership, joint venture or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing and (iii)

to do anything necessary or incidental to the foregoing. In connection with the foregoing, and without limiting the Company's right in its sole and absolute discretion to cease qualifying as a REIT, the Partners acknowledge that the Company's current status as a REIT and the avoidance of income and excise taxes on the Company inures to the benefit of all the Partners and not solely to the Company. Notwithstanding the foregoing, the Limited Partners acknowledge that the Company may terminate its status as a REIT under the Code at any time to the full extent permitted by the Charter. Subject to Article XI hereof, the General Partner shall also be empowered (but shall not be required), at its sole option and election, to do any and all acts and things necessary or prudent to ensure that the Partnership will not be classified as a "publicly traded partnership" for purposes of Section 7704 of the Code.

ARTICLE IV

CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.01 Capital Contributions. The General Partner and the Limited Partners have contributed to the capital of the Partnership cash or property in an amount or having an Agreed Value set forth opposite their names on Exhibit A, as amended from time to time.

4.02 Additional Capital Contributions and Issuances of Additional Partnership Interests. Except as provided in this Section 4.02 or in Section 4.03, the Partners shall have no right or obligation to make any additional Capital Contributions or loans to the Partnership. The Partners, with the consent of the General Partner, which consent may be withheld in its sole and absolute discretion, may contribute additional capital to the Partnership, from time to time, and receive additional Partnership Interests in respect thereof, in the manner contemplated in this Section 4.02.

(a) **Issuances of Additional Partnership Interests.** The General Partner is hereby authorized to cause the Partnership to issue such additional Partnership Interests in the form of Partnership Units for any Partnership purpose at any time or from time to time, to the Partners (including the General Partner) or to other Persons for such consideration and on such terms and conditions as shall be established by the General Partner in its sole and absolute discretion, all without the approval of any Limited Partners. Any additional Partnership Interests issued thereby may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties, including rights, powers and duties senior to Limited Partnership Interests, all as shall be determined by the General Partner in its sole and absolute discretion and without the approval of any Limited Partner, subject to Delaware law, including, without limitation, (i) the allocations of items of Partnership income, gain, loss, deduction and credit to each such class or series of Partnership Interests; (ii) the right of each such class or series of Partnership Interests to share in Partnership distributions; and (iii) the rights of each such class or series of Partnership Interests upon dissolution and liquidation of the Partnership. Without limiting the foregoing, the General Partner is expressly authorized to cause the Partnership to issue Partnership Units for less than fair market value (as determined in good faith by the General Partner) to any Person

other than the General Partner or an Affiliate of the General Partner, so long as the General Partner concludes in good faith that such issuance is in the best interests of the Company and the Partnership. Upon each issuance of Partnership Units hereunder, the General Partner shall amend Exhibit A attached hereto to reflect such issuance. Notwithstanding anything to the contrary contained in this Section 4.02(a), additional Partnership Interests issued to the General Partner or any Affiliate of the General Partner shall be in the same class and have the same rights as the Partnership Units issued to the UDR Partners pursuant to the Contribution Agreement and no Subsidiary of the Partnership shall issue any equity interest to the General Partner or any Affiliate of the General Partner (other than the Partnership).

(b)Certain Deemed Contributions of Proceeds of Issuance of Company Securities. If (i) the Company issues securities and contributes some or all the proceeds raised in connection with such issuance to the Partnership and (ii) the proceeds actually received and contributed by the Company to the Partnership are less than the Partnership's share (as determined by the General Partner, in its sole and absolute discretion) of the gross proceeds of such issuance as a result of any underwriter's discount or other expenses paid or incurred in connection with such issuance, then the Company shall be deemed to have made Capital Contributions to the Partnership in the aggregate amount of the Partnership's share of the gross proceeds of such issuance that are contributed to the Partnership and the Partnership shall be deemed simultaneously to have paid such offering expenses in connection with the issuance of additional Partnership Units to the Company for such Capital Contributions pursuant to Section 4.02(a). In any case in which the Company contributes less than all of the proceeds of such issuance to the Partnership, it shall be deemed to have contributed the gross proceeds of issuance of the number of units of the issued security (or the number of dollars of principal in the case of debt securities) equal to the quotient of the division of the amount of proceeds contributed by the net proceeds per unit (or per dollar), and the Partnership shall be deemed to have paid offering expenses equal to the product of such number of units (or dollars) times the per unit (or per dollar) offering expenses.

(c)Minimum Limited Partnership Interest. In the event that either a redemption pursuant to Section 8.05 or additional Capital Contributions by the General Partner and any UDR Partners would result in the Limited Partners (other than the UDR Partners), in the aggregate, owning less than the Minimum Limited Partnership Interest, the General Partner and the Limited Partners (other than the UDR Partners) shall form another partnership and contribute sufficient Limited Partnership Interests together with such other Limited Partners so that the Limited Partners (other than the UDR Partners), in the aggregate, own at least the Minimum Limited Partnership Interest.

4.03 Loans to the Partnership. If the General Partner determines that it is in the best interests of the Company and the Partnership to provide for additional Partnership funds ("**Additional Funds**") for any Partnership purpose, the General Partner may (i) cause the Partnership to obtain such funds from outside borrowings or (ii) elect to have the Company or a Subsidiary or Subsidiaries of the Company loan such Additional Funds to the Partnership. The loans to the Partnership shall be in exchange for such consideration and on such terms and conditions as shall be established by the General Partner in its sole and absolute discretion, all without the approval of any Limited Partners. Without limiting the foregoing, the General Partner is expressly authorized to cause the Partnership to issue debt securities for less than fair

market value (as determined in good faith by the General Partner) to any Person other than the General Partner or an Affiliate of the General Partner, so long as the General Partner concludes in good faith that such issuance is in the best interests of the Company and the Partnership.

4.04 Capital Accounts. A separate capital account (a “**Capital Account**”) shall be established and maintained for each Partner in accordance with Regulations Section 1.704-1(b)(2)(iv). If (i) a new or existing Partner acquires an additional Partnership Interest in exchange for more than a de minimis Capital Contribution, (ii) the Partnership distributes to a Partner more than a de minimis amount of Partnership property as consideration for a Partnership Interest, or (iii) the Partnership is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), the General Partner shall revalue the property of the Partnership to its fair market value (as determined by the General Partner, in its sole and absolute discretion, and taking into account Section 7701(g) of the Code) in accordance with Regulations Section 1.704-1(b)(2)(iv)(f). When the Partnership’s property is revalued by the General Partner, the Capital Accounts of the Partners shall be adjusted in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f) and (g), which generally require such Capital Accounts to be adjusted to reflect the manner in which the unrealized gain or loss inherent in such property (that has not been reflected in the Capital Accounts previously) would be allocated among the Partners pursuant to Section 5.01 if there were a taxable disposition of such property for its fair market value (as determined by the General Partner, in its sole and absolute discretion, and taking into account Section 7701 (g) of the Code) on the date of the revaluation.

4.05 Percentage Interests. If the number of outstanding Partnership Units increases or decreases during a taxable year, each Partner’s Percentage Interest shall be adjusted by the General Partner effective as of the effective date of each such increase or decrease to a percentage equal to the number of Partnership Units held by such Partner divided by the aggregate number of Partnership Units outstanding after giving effect to such increase or decrease. If the Partners’ Percentage Interests are adjusted pursuant to this Section 4.05, the Current Profits and Residual Profits and Losses for the taxable year in which the adjustment occurs shall be allocated between the several parts of the year (a) beginning on the first day of the year and ending on the next following Percentage Interest Adjustment Date, (b) beginning on the day following a Percentage Interest Adjustment Date and ending on the next following Percentage Interest Adjustment Date, and/or (c) beginning on the first day following the last Percentage Interest Adjustment Date occurring during the year and ending on the last day of the year, as may be appropriate, either (i) as if the taxable year had ended on the last day of each part or (ii) based on the number of days in each part. The General Partner, in its sole and absolute discretion, shall determine which method shall be used to allocate Current Profits and Residual Profits and Losses for the taxable year in which the adjustment occurs. The allocation among the Partners of Current Profits and Residual Profits and Losses allocated to any part of the year shall be based on the Percentage Interests determined as of the first day of such part.

4.06 No Interest on Contributions. No Partner shall be entitled to interest on its Capital Contribution.

4.07 Return of Capital Contributions. No Partner shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Partnership, except as specifically provided in this Agreement. Except as otherwise provided

herein, there shall be no obligation to return to any Partner or withdrawn Partner any part of such Partner's Capital Contribution for so long as the Partnership continues in existence.

4.08 No Third Party Beneficiary. No creditor or other third party having dealings with the Partnership shall have the right to enforce the right or obligation of any Partner to make Capital Contributions or loans or to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the Partners herein set forth to make Capital Contributions or loans to the Partnership shall be deemed an asset of the Partnership for any purpose by any creditor or other third party; nor may such rights or obligations be sold, transferred or assigned by the Partnership or pledged or encumbered by the Partnership to secure any debt or other obligation of the Partnership or of any of the Partners. In addition, it is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of money or other property in violation of the Act. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner. Without limiting the generality of the foregoing, a deficit Capital Account of a Partner shall not be deemed to be a liability of such Partner nor an asset or property of the Partnership.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocation of Current Profit and Residual Profit and Loss.

(a)Allocations of Current and Residual Profits. Current and Residual Profits for any fiscal year of the Partnership shall be allocated in the following order of priority:

(i)First, Current Profits shall be allocated to the Partners in proportion to the amount of cash distributed to each such Partner pursuant to Section 5.02(a), until such Partners have received cumulative allocations of Current Profits pursuant to this Section 5.01(a)(i) equal to the cumulative cash distributed to such Partners pursuant to Section 5.02(a);

(ii)Second, Residual Profits shall be allocated to the Partners in proportion to, and in the reverse order of, allocations of Residual Losses pursuant to Section 5.01(b)(i), (ii) and (iii), until the cumulative Residual Profits allocated to such Partners pursuant to this Section 5.01(a)(ii) equals the cumulative Residual Losses allocated to such Partners pursuant to Section 5.01(b)(i), (ii) and (iii); and

(iii)Thereafter, Residual Profits shall be allocated to the Partners (i) one percent (1%) to the Outside Partners in proportion to their respective Percentage Interests and (ii) ninety-nine percent (99%) to the UDR Partners in proportion to their respective Percentage Interests.

(b)Allocation of Residual Losses. Residual Losses for any fiscal year of the Partnership shall be allocated in the following order of priority:

(i)First, to the Partners (i) one percent (1%) to the Outside Partners in proportion to their respective Percentage Interests and (ii) ninety-nine percent (99%) to the UDR Partners in proportion to their positive Capital Account balances, until the positive Capital Account balances of the UDR Partners have been eliminated;

(ii)Second, to the Outside Partners in proportion to their positive Capital Account balances, until the positive Capital Account balances of the Outside Partners have been eliminated; and

Thereafter, to the General Partner.

(c)Minimum Gain Chargeback. Notwithstanding any provision to the contrary, (i) any expense of the Partnership that is a “nonrecourse deduction” within the meaning of Regulations Section 1.704-2(b)(1) shall be allocated in a manner reasonably determined by the General Partner, (ii) any expense of the Partnership that is a “partner nonrecourse deduction” within the meaning of Regulations Section 1.704-2(i)(2) shall be allocated in accordance with Regulations Section 1.704-2(i)(1), (iii) if there is a net decrease in Partnership Minimum Gain within the meaning of Regulations Section 1.704-2(f)(1) for any Partnership taxable year, items of gain and income shall be allocated among the Partners in accordance with Regulations Section 1.704-2(f) and the ordering rules contained in Regulations Section 1.7042(j), and (iv) if there is a net decrease in Partner Nonrecourse Debt Minimum Gain within the meaning of Regulations Section 1.704-2(i)(4) for any Partnership taxable year, items of gain and income shall be allocated among the Partners in accordance with Regulations Section 1.704-2(i)(4) and the ordering rules contained in Regulations Section 1.704-2(j). A Partner’s “interest in partnership profits” for purposes of determining its share of the nonrecourse liabilities of the Partnership within the meaning of Regulations Section 1.752-3(a)(3) shall be determined by the General Partner in its reasonable discretion.

(d)Qualified Income Offset. If a Limited Partner receives in any taxable year an adjustment, allocation, or distribution described in subparagraphs (4), (5), or (6) of Regulations Section 1.704-1(b)(2)(ii)(d) that causes or increases a negative balance in such Partner’s Capital Account that exceeds the sum of such Partner’s shares of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, as determined in accordance with Regulations Sections 1.704-2(g) and 1.704-2(i), such Partner shall be allocated specially for such taxable year (and, if necessary, later taxable years) items of income and gain in an amount and manner sufficient to eliminate such negative Capital Account balance as quickly as possible as provided in Regulations Section 1.704-1(b)(2)(ii)(d). After the occurrence of an allocation of income or gain to a Limited Partner in accordance with this Section 5.01(d), to the extent permitted by Regulations Section 1.704-1(b) and Section 5.01(e), items of expense or loss shall be allocated to such Partner in an amount necessary to offset the income or gain previously allocated to such Partner under this Section 5.01(d).

(e)Capital Account Deficits. Residual Loss shall not be allocated to a Limited Partner to the extent that such allocation would cause a deficit in such Partner's Capital Account (after reduction to reflect the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)) to exceed the sum of such Partner's shares of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain. Any Residual Loss in excess of that limitation shall be allocated to the General Partner. After the occurrence of an allocation of Residual Loss to the General Partner in accordance with this Section 5.01(e), to the extent permitted by Regulations Section 1.704-1(b), Current and Residual Profit shall be allocated to such Partner in an amount necessary to offset the Residual Loss previously allocated to such Partner under this Section 5.01(e).

(f)Curative Allocations. The allocations set forth in Sections 5.01(c), (d) and (e) hereof (the "**Regulatory Allocations**") are intended to comply with certain regulatory requirements, including the requirements of Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding the provisions of Section 5.01, the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Partners so that, to the extent possible without violating the requirements giving rise to the Regulatory Allocations, the net amount of such allocations of other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

(g)Allocations Between Transferor and Transferee. If a Partner transfers any part or all of its Partnership Interest, the distributive shares of the various items of Current Profit and Residual Profit and Loss allocable among the Partners during such fiscal year of the Partnership shall be allocated between the transferor and the transferee Partner either (i) as if the Partnership's fiscal year had ended on the date of the transfer, or (ii) based on the number of days of such fiscal year that each was a Partner without regard to the results of Partnership activities in the respective portions of such fiscal year in which the transferor and the transferee were Partners. The General Partner, in its sole and absolute discretion, shall determine which method shall be used to allocate the distributive shares of the various items of Current Profit and Residual Profit and Loss between the transferor and the transferee Partner.

(h)Definition of Current Profit and Residual Profit and Loss.

(i) "**Current Profit**" shall mean, for any fiscal year, the net taxable income of the Partnership for such fiscal year, as determined for federal income tax purposes, as modified by Regulations Section 1.704-1(b)(2)(iv), except that "Current Profit":

(A)shall not include:

(1)Items of income, gain and expense that are specially allocated pursuant to Section 5.01(c), 5.01(d), 5.01(e) and 5.01(f);

(2)Depreciation and amortization;

(3) Items of loss from the disposition of Partnership assets; and

(4) Deemed items of gain or loss described in the last sentence of Section 4.04;

(B) shall not exceed the amount necessary to match allocations under Section 5.01(a)(i) with distributions of cash under Section 5.02(a) and Section 5.03; and

(C) shall not be less than zero.

(ii) “**Residual Profit**” and “**Residual Loss**” shall mean, for any fiscal year, the net taxable income or loss, as the case may be, of the Partnership for such fiscal year, as determined for federal income tax purposes, as modified by Regulations Section 1.704-1(b)(2)(iv), except that Residual Profit and Residual Loss shall not include:

(A) Items of income, gain and expense that are specially allocated pursuant to Section 5.01(c), 5.01(d), 5.01(e) and 5.01(f); and

(B) Any items included within the definition of Current Profit for such fiscal year.

(i) Allocations of Tax Items. All allocations of items income, gain, loss, and expense (and all items contained therein) for federal income tax purposes shall be identical to all allocations of such items set forth in Section 5.01(a) through (g), except as otherwise required by Section 704(c) of the Code and Regulations Section 1.704-1(b)(4). Except as otherwise provided in the Tax Protection Agreement being entered into in connection with the Contribution Agreement, the General Partner shall have the authority to elect the method to be used by the Partnership for allocating items of income, gain, and expense as required by Section 704(c) of the Code (including a method that may result in a Partner receiving a disproportionately larger share of the Partnership’s tax depreciation deductions) and such election shall be binding on all Partners.

(j) Timing, Etc. Current Profit, Residual Profit and Residual Loss of the Partnership shall be determined and allocated with respect to each fiscal year of the Partnership as of the end of each such year. Except as otherwise provided in this Agreement, an allocation to a Partner of a share of Current Profit, Residual Profit or Residual Loss shall be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing Current Profit, Residual Profit or Residual Loss.

5.02 Distribution of Cash.

(a) Except as provided in Section 5.06, the General Partner shall be required to make distributions of Available Cash pursuant to Sections 5.02(a)(i) through (iv) on a quarterly basis to the Partners who are Partners on the Partnership Record Date with respect to such quarter. The amount and frequency of the distributions of Available Cash pursuant to

Section 5.02(a)(v) shall be determined by the General Partner in its sole discretion. Available Cash shall be distributed to the Partners in the following order of priority:

(i) First, if any Aggregate Unpaid Dividend Equivalent Amounts exists with respect to any Outside Partner, then, such Aggregate Unpaid Dividend Equivalent Amount shall be calculated separately with respect to each previous calendar quarter, and the amounts thereof shall be distributed to the applicable Outside Partners, in the order in which such Aggregate Unpaid Dividend Equivalent Amounts have accrued (with the amounts attributable to the earliest calendar quarter being paid first and the amounts attributable to the most recent calendar quarter being paid last), in proportion to the Partners' respective Percentage Interests of the Aggregate Unpaid Dividend Equivalent Amounts attributable to each such calendar quarter;

(ii) Second, if any Aggregate Unpaid Dividend Equivalent Amounts exists with respect to any UDR Partner, then, such Aggregate Unpaid Dividend Equivalent Amount shall be calculated separately with respect to each previous calendar quarter, and the amounts thereof shall be distributed to the applicable UDR Partner, in the order in which such Aggregate Unpaid Dividend Equivalent Amounts have accrued (with the amounts attributable to the earliest calendar quarter being paid first and the amounts attributable to the most recent calendar quarter being paid last), in proportion to the Partners' respective Percentage Interests of the Aggregate Unpaid Dividend Equivalent Amounts attributable to each such calendar quarter;

(iii) Third, for so long as the REIT Shares are Publicly Traded, to the Outside Partners in proportion to their respective Percentage Interests on the Partnership Record Date for the Current Period, until each Outside Partner has received an amount equal to its Dividend Equivalent for such Current Period;

(iv) Fourth, for so long as the REIT Shares are Publicly Traded, to the UDR Partners, in proportion to their respective Percentage Interests on the Partnership Record Date for the Current Period, until each UDR Partner has received an amount equal to its Dividend Equivalent for such Current Period;

(v) Fifth, (A) for so long as the REIT Shares are Publicly Traded, the remaining Available Cash, to the Partners as follows, *pari passu*: (i) one percent (1%) to the Outside Partners in proportion to their respective Percentage Interests on the Partnership Record Date, and (ii) ninety-nine percent (99%) to the UDR Partners in proportion to their respective Percentage Interests on the Partnership Record Date; and (B) at such time as the REIT Shares are not Publicly Traded, the remaining Available Cash, to the Partners in proportion to their respective Percentage Interests on the Partnership Record Date.

The amount and frequency of distributions of any cash other than Available Cash (including, without limitation, Capital Receipts) shall be determined by the General Partner in its sole discretion and, if distributed, such cash shall be distributed to the Partners in accordance

with the provisions of clauses (i) through (v) of this Section 5.02(a) provided that distributions pursuant to clause (v) shall be made to the Partners in proportion to their respective Percentage Interests on the applicable record date for such distribution regardless of whether the REIT Shares are then Publicly Traded. If a new or existing Partner acquires an additional Partnership Interest in exchange for a Capital Contribution on any date other than a REIT Record Date, the cash distribution attributable to such additional Partnership Interest for the Partnership Record Date following the issuance of such additional Partnership Interest shall be reduced in the proportion that the number of days that such additional Partnership Interest is held by such Partner bears to the number of days between such Partnership Record Date and the immediately preceding REIT Record Date.

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that it determines to be necessary or appropriate to cause the Partnership to comply with any withholding requirements established under the Code or any other federal, state or local law including, without limitation, pursuant to Sections 1441, 1442, 1445, and 1446 of the Code. If the Partnership is required to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to a Partner or its assignee (including by reason of Section 1446 of the Code) and if the amount to be distributed to the Partner (the “**Distributable Amount**”) equals or exceeds the amount required to be withheld by the Partnership (the “**Withheld Amount**”), the Withheld Amount shall be treated as a distribution of cash to such Partner. If, however, the Distributable Amount is less than the Withheld Amount, no amount shall be distributed to the Partner, the Distributable Amount shall be treated as a distribution of cash to such Partner, and the excess of the Withheld Amount over the Distributable Amount shall be treated as a loan (a “**Partnership Loan**”) from the Partnership to the Partner on the day the Partnership pays over such excess to a taxing authority. A Partnership Loan may be repaid, at the election of the General Partner in its sole and absolute discretion, either (i) through withholding by the Partnership with respect to subsequent distributions to the applicable Partner or assignee, or (ii) at any time more than twelve (12) months after a Partnership Loan arises, by cancellation of Partnership Units with a value equal to the unpaid balance of the Partnership Loan (including accrued interest). Any amounts treated as a Partnership Loan pursuant to this Section 5.02(b) shall bear interest at the lesser of (i) the base rate on corporate loans at large United States money center commercial banks, as published from time to time in The Wall Street Journal (or an equivalent successor publication), or (ii) the maximum lawful rate of interest on such obligation, such interest to accrue from the date the Partnership is deemed to extend the loan until such loan is repaid in full.

(c) In no event may a Partner receive a distribution of cash with respect to a Partnership Unit if such Partner is entitled to receive a cash dividend as the holder of record of a REIT Share for which all or part of such Partnership Unit has been or will be exchanged.

5.03 REIT Distribution Requirements. Notwithstanding anything to the contrary in this Agreement, the General Partner, if it is not able to borrow money from the Partnership, may cause the Partnership to distribute amounts sufficient to enable the Company to pay stockholder dividends that will allow the Company to (i) meet its distribution requirement for qualification as a REIT as set forth in Section 857(a)(1) of the Code and (ii) avoid any federal income or excise tax liability imposed by the Code; provided, however, that the amounts distributed by the Partnership to the Company pursuant to this Section 5.03 with respect to any quarterly or annual

period shall not be disproportionately greater, in relation to the Company's Gross Asset Value, than amounts distributed by United Dominion Realty, L.P. to the Company pursuant to substantially similar provisions of the limited partnership agreement of United Dominion Realty, L.P. in relation to its gross asset value. For the avoidance of doubt, such distributions may be paid to the Company and its Subsidiaries, to the extent necessary, prior to distributions being paid pursuant to Section 5.02(a), in which case such distributions, to the extent so paid, shall correspondingly (subject to this Section 5.03) be treated as advances against future distributions otherwise payable to the Company and its Subsidiaries pursuant to Section 5.02(a).

5.04 No Right to Distributions in Kind. No Partner shall be entitled to demand property other than cash in connection with any distributions by the Partnership.

5.05 Limitations on Return of Capital Contributions. Notwithstanding any of the provisions of this Article V, no Partner shall have the right to receive and the General Partner shall not have the right to make, a distribution that includes a return of all or part of a Partner's Capital Contributions, unless after giving effect to the return of a Capital Contribution, the sum of all Partnership liabilities, other than the liabilities to a Partner for the return of his Capital Contribution, does not exceed the fair market value of the Partnership's assets. The provisions of this Section 5.05 shall not be deemed to restrict the ability of the Partnership to pay the Cash Amount upon any exercise of the Redemption Right.

5.06 Distributions Upon Liquidation.

(a) Upon liquidation of the Partnership, after payment of, or adequate provision for, debts and obligations of the Partnership, including any Partner loans, any remaining assets of the Partnership shall be distributed to all Partners with positive Capital Accounts in accordance with their respective positive Capital Account balances. For purposes of the preceding sentence, the Capital Account of each Partner shall be determined after all adjustments made in accordance with Sections 5.01 and 5.02 resulting from Partnership operations and from all sales and dispositions of all or any part of the Partnership's assets. Any distributions pursuant to this Section 5.06 shall be made by the end of the Partnership's taxable year in which the liquidation occurs (or, if later, within 90 days after the date of the liquidation). To the extent deemed advisable by the General Partner, appropriate arrangements (including the use of a liquidating trust) may be made to assure that adequate funds are available to pay any contingent debts or obligations.

(b) If the General Partner has a negative balance in its Capital Account following a liquidation of the Partnership, as determined after taking into account all Capital Account adjustments in accordance with Sections 5.01 and 5.02 resulting from Partnership operations and from all sales and dispositions of all or any part of the Partnership's assets, the General Partner shall contribute to the Partnership an amount of cash equal to the negative balance in its Capital Account and such cash shall be paid or distributed by the Partnership to creditors, if any, and then to the Limited Partners in accordance with Section 5.06(a). Such contribution by the General Partner shall be made by the end of the Partnership's taxable year in which the liquidation occurs (or, if later, within 90 days after the date of the liquidation).

(c) Except as expressly provided in Section 5.06(b), no Partner shall in any event have any obligation to restore to the Partnership a negative balance in its Capital Account following a liquidation of the Partnership.

5.07 Substantial Economic Effect. It is the intent of the Partners that the allocations of Current Profit and Residual Profit and Loss under the Agreement have substantial economic effect (or be consistent with the Partners' interests in the Partnership in the case of the allocation of losses attributable to nonrecourse debt) within the meaning of Section 704(b) of the Code as interpreted by the Regulations promulgated pursuant thereto. Article V and other relevant provisions of this Agreement shall be interpreted in a manner consistent with such intent.

5.08 Restriction on Distributions to UDR Partners. Subject to the provisions of Section 5.03, during the Restricted Period, the Partnership shall not make any distribution of cash derived from Capital Receipts, or any in-kind distribution of any other assets of the Partnership to any UDR Partner or redeem any Partnership Interest held by a UDR Partner using Capital Receipts, and neither the Partnership nor any of its Subsidiaries shall purchase or otherwise acquire any Partnership Interest held by a UDR Partner during the Restricted Period using Capital Receipts, if and to the extent that, after giving effect to such distribution, redemption or acquisition, the Net Asset Value Ratio would be less than 2.0. Nothing contained in this Section 5.08 shall limit the funding by the Partnership of loans or other advances to a UDR Partner.

ARTICLE VI

RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER

6.01 Management of the Partnership.

(a) Except as otherwise expressly provided in this Agreement, the General Partner shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes herein stated, and shall make all decisions affecting the business and assets of the Partnership. Subject to the restrictions specifically contained in this Agreement (including, without limitation, Sections 5.08 and 6.07), the powers of the General Partner shall include, without limitation, the authority to take the following actions on behalf of the Partnership:

(i) to acquire, purchase, own, operate, lease and dispose of any real property and any other property or assets, including, without limitation, equity interests in other REITs, mortgage loans and participations therein, that the General Partner determines are necessary or appropriate or in the best interests of the business of the Company and the Partnership;

(ii)to construct buildings and make' other improvements on the properties owned or leased by the Partnership;

(iii)to authorize, issue, sell, redeem or otherwise purchase any Partnership Interests or any securities (including secured and unsecured debt

obligations of the Partnership, debt obligations of the Partnership convertible into any class or series of Partnership Interests, or options, rights, warrants or appreciation rights relating to any Partnership Interests) of the Partnership;

(iv)to borrow or lend money, issue or receive evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any such indebtedness, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on the Partnership's assets; without limiting the foregoing, the General Partner shall be authorized on behalf of the Partnership to lend money to the Company or any Subsidiary thereof, on such terms, and with or without security, and to refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any such indebtedness, all as the General Partner may determine to be necessary or appropriate or in the best interests of the business of the Company and the Partnership; provided that, during the Restricted Period, the General Partner shall not have authority to cause the Partnership nor any Subsidiary thereof to, and none of the Partnership nor any of its Subsidiaries shall, increase the Indebtedness of the Partnership or its Subsidiaries, issue any Partnership Interests of the Partnership having a preference over the Partnership Units issued to the Outside Partners under the Contribution Agreement or any equity interests of a Subsidiary of the Partnership that have a preference over the interests in such Subsidiary held by the Partnership (directly or indirectly), if, after giving effect to the incurrence of such Indebtedness or the issuance of such preferred Partnership Interests or preferred equity interests, the Net Asset Value Ratio would be less than 2.0, it being understood that nothing contained in this proviso shall limit the authority of the General Partner to cause the Partnership or any Subsidiary thereof to incur Indebtedness in an amount necessary to repay or prepay any then-existing Indebtedness of the Partnership or any Subsidiary thereof or to comply with the obligations of the Partnership under the Tax Protection Agreement (as defined in the Contribution Agreement);

(v)to guarantee or become a co-maker of indebtedness of the Company or any Subsidiary thereof, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any such guarantee or indebtedness, and secure such guarantee or indebtedness by mortgage, deed of trust, pledge or other lien on the Partnership's assets;

(vi)to use assets of the Partnership (including, without limitation, cash on hand) for any purpose consistent with this Agreement, including, without limitation, payment, either directly or by reimbursement, of all operating costs and general administrative expenses of the Company, the Partnership, or any Subsidiary of either to third parties or to the Company as set forth in this Agreement;

(vii)to lease all or any portion of any of the Partnership's assets, whether or not the terms of such leases extend beyond the termination date of the Partnership and whether or not any portion of the Partnership's assets so leased

are to be occupied by the lessee, or, in turn, subleased in whole or in part to others, for such consideration and on such terms as the General Partner may determine;

(viii) to prosecute, defend, arbitrate, or compromise any and all claims or liabilities in favor of or against the Partnership, on such terms and in such manner as the General Partner may reasonably determine, and similarly to prosecute, settle or defend litigation with respect to the Partners, the Partnership, or the Partnership's assets;

(ix) to file applications, communicate, and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any other aspect of the Partnership business;

(x) to make or revoke any election permitted or required of the Partnership by any taxing authority;

(xi) to maintain such insurance coverage for public liability, fire and casualty, and any and all other insurance for the protection of the Partnership, for the conservation of Partnership assets, or for any other purpose convenient or beneficial to the Partnership, in such amounts and such types, as it shall determine from time to time;

(xii) to determine whether or not to apply any insurance proceeds for any property to the restoration of such property or to distribute the same;

(xiii) to establish one or more divisions of the Partnership, to hire and dismiss employees of the Partnership or any division of the Partnership, and to engage legal counsel, accountants, consultants, real estate brokers, and other professionals, as the General Partner may deem necessary or appropriate in connection with the Partnership business, on such terms (including provisions for compensation and eligibility to participate in employee benefit plans, stock option plans and similar plans funded by the Partnership) as the General Partner may deem reasonable and proper;

(xiv) to retain other services of any kind or nature in connection with the Partnership business, and to pay therefor such remuneration as the General Partner may deem reasonable and proper;

(xv) to negotiate and conclude agreements on behalf of the Partnership with respect to any of the rights, powers and authority conferred upon the General Partner;

(xvi)to maintain accurate accounting records and to file promptly all federal, state and local income tax returns on behalf of the Partnership;

(xvii)to distribute Partnership cash or other Partnership assets in accordance with this Agreement;

25

(xviii)to form or acquire an interest in, and contribute property to, any further limited or general partnerships, joint ventures or other relationships that it deems desirable (including, without limitation, the acquisition of interests in, and the contributions of property to, its Subsidiaries and any other Person in which it has an equity interest from time to time);

(xix)to establish Partnership reserves for working capital, capital expenditures, contingent liabilities, or any other valid Partnership purpose;

(xx)subject to Article XI, to merge, consolidate or combine the Partnership with or into another Person;

(xxi)subject to Article XI, at the sole option and election of the General Partner, to do any and all acts and things necessary or prudent to ensure that the Partnership will not be classified as a “publicly traded partnership” for purposes of Section 7704 of the Code; and

(xxii)to take such other action, execute, acknowledge, swear to or deliver such other documents and instruments, and perform any and all other acts that the General Partner deems necessary or appropriate for the formation, continuation and conduct of the business and affairs of the Partnership (including, without limitation, all actions consistent with allowing the General Partner at all times to qualify as a REIT unless the General Partner voluntarily terminates its REIT status) and to possess and enjoy all of the rights and powers of a general partner as provided by the Act.

(b)Except as otherwise provided herein, to the extent the duties of the General Partner require expenditures of funds to be paid to third parties, the General Partner shall not have any obligations hereunder except to the extent that Partnership funds are reasonably available to it for the performance of such duties, and nothing herein contained shall be deemed to authorize or require the General Partner, in its capacity as such, to expend its individual funds for payment to third parties or to undertake any individual liability or obligation on behalf of the Partnership.

6.02 Delegation of Authority. The General Partner may delegate any or all of its powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Partnership, which Person may, under supervision of the General Partner, perform any acts or services for the Partnership as the General Partner may approve.

6.03 Indemnification and Exculpation of Indemnitees.

(a)The Partnership shall indemnify an Indemnitee from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Partnership as set forth in this Agreement in which any Indemnitee may

26

be involved, or is threatened to be involved, as a party or otherwise, unless it is established that: (i) the act or omission of the Indemnitee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty; (ii) the Indemnitee actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, the Indemnitee had reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Indemnitee did not meet the requisite standard of conduct set forth in this Section 6.03(a). The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee acted in a manner contrary to that specified in this Section 6.03(a). Any indemnification pursuant to this Section 6.03 shall be made only out of the assets of the Partnership.

(b)The Partnership may reimburse an Indemnitee for reasonable expenses incurred by an Indemnitee who is a party to a proceeding in advance of the final disposition of the proceeding upon receipt by the Partnership of (i) a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Partnership as authorized in this Section 6.03 has been met, and (ii) a written undertaking by or on behalf of the Indemnitee to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

(c)The indemnification provided by this Section 6.03 shall be in addition to any other rights to which an Indemnitee or any other Person may be entitled under any agreement, pursuant to any vote of the Partners, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity.

(d)The Partnership may purchase and maintain insurance, on behalf of the Indemnitees and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e)For purposes of this Section 6.03, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with

respect to an employee benefit plan pursuant to applicable law shall constitute fines within the meaning of this Section 6.03; and actions taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 6.03 because the Indemnitee had an interest in the transaction with respect to

which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.03 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

6.04 Liability of the General Partner.

(a) Notwithstanding anything to the contrary set forth in this Agreement, the General Partner shall not be liable for monetary damages to the Partnership or any Partners for losses sustained or liabilities incurred as a result of errors in judgment or of any act or omission if the General Partner acted in good faith. The General Partner shall not be in breach of any duty that the General Partner may owe to the Limited Partners or the Partnership or any other Persons under this Agreement or of any duty stated or implied by law or equity provided the General Partner, acting in good faith, abides by the terms of this Agreement.

(b) The Limited Partners expressly acknowledge that the General Partner is acting on behalf of the Partnership, the Company and the Company's stockholders collectively, that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including, without limitation, the tax consequences to Limited Partners or the tax consequences of some, but not all, of the Limited Partners) in deciding whether to cause the Partnership to take (or decline to take) any actions. In any case in which the General Partner determines in good faith that the interests of the Limited Partners and the General Partner's stockholders may conflict, the Limited Partners further acknowledge and agree that the General Partner shall be deemed to have discharged its fiduciary duties to the Limited Partners by discharging such duties to the General Partner's stockholders. The General Partner shall not be liable for monetary damages for losses sustained, liabilities incurred, or benefits not derived by Limited Partners in connection with any such decisions, provided that the General Partner has acted in good faith.

(c) Subject to its obligations and duties as General Partner set forth in Section 6.01, the General Partner may exercise any of the powers granted to it under this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents. The General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by it in good faith.

(d) Notwithstanding any other provisions of this Agreement or the Act, any action of the General Partner on behalf of the Partnership or any decision of the General Partner to refrain from acting on behalf of the Partnership, undertaken in the good faith belief that such action or omission is necessary or advisable in order (i) to protect the ability of the Company to continue to qualify as a REIT or (ii) subject to the limitations set forth in Section 5.03, to prevent the Company from incurring any taxes under Section 857, Section 4981, or any other provision of the Code, is expressly authorized under this Agreement and is deemed approved by all of the Limited Partners.

(e) Any amendment, modification or repeal of this Section 6.04 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the General Partner's liability to the Partnership and the Limited Partners under this Section 6.04 as in effect immediately prior to such amendment, modification or repeal with respect to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when claims relating to such matters may arise or be asserted.

6.05 Partnership Expenses. In addition to the expenses that are directly attributable to the Partnership, the Partnership shall pay the REIT Expenses that are allocable to the Partnership. The General Partner, in its sole and absolute discretion, shall determine what portion of the REIT Expenses are allocable to the Partnership. If any REIT Expenses determined by the General Partner to be allocable to the Partnership are paid by the General Partner, the General Partner shall be reimbursed by the Partnership therefor.

6.06 Outside Activities. The Partners and any officer, director, employee, agent, trustee, Affiliate, Subsidiary, or stockholder of any Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities substantially similar or identical to those of the Partnership. Neither the Partnership nor any of the Partners nor any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any such business ventures, interests or activities, and the Partners shall have no obligation pursuant to this Agreement to offer any interest in any such business ventures, interests and activities to the Partnership or any Partner, even if such opportunity is of a character which, if presented to the Partnership or any Partner, could be taken by such Person.

6.07 Employment or Retention of Affiliates.

(a) Any Affiliate of the General Partner may be employed or retained by the Partnership or any of its Subsidiaries and may otherwise deal with the Partnership or any of its Subsidiaries (whether as a buyer, lessor, lessee, manager, furnisher of goods or services, broker, agent, lender or otherwise) and may receive from the Partnership or any of its Subsidiaries any

compensation, price, or other payment therefor, and the Partnership and its Subsidiaries may make loans to, incur Indebtedness to, guarantee the Indebtedness or other obligations of, or enter into any other transaction with the General Partner and its Affiliates, upon terms that the General Partner determines in good faith to be fair and reasonable.

(b)The Partnership may lend or contribute to its Subsidiaries or other Persons in which it has an equity investment, and such Persons may borrow funds from the Partnership, on terms and conditions established in the sole and absolute discretion of the General Partner. The foregoing authority shall not create any right or benefit in favor of any Subsidiary or any other Person.

(c)The Partnership may transfer assets to joint ventures, other partnerships, corporations or other business entities in which it is or thereby becomes a participant upon such terms and subject to such conditions as the General Partner deems are consistent with this Agreement and applicable law.

6.08 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner or one or more nominees, as the General Partner may determine, including Affiliates of the General Partner.

ARTICLE VII

CHANGES IN GENERAL PARTNER AND THE COMPANY

7.01 Transfer of a General Partner's Partnership Interest; Transactions Involving the Company.

(a)Except as provided in Section 7.01(c), 7.01(d) or 7.03(a), a General Partner shall not transfer all or any portion of its General Partnership Interest or withdraw as General Partner.

(b)Except as provided in Section 7.01(c) or 7.01(d), the General Partner (or all General Partners if at any time there are two or more General Partners) and the UDR Partners will at all times own in the aggregate at least a 1% Percentage Interest.

(c) Except as otherwise provided in Section 7.01(d), the Company shall not merge, consolidate or otherwise combine with or into another Person or sell all or substantially all of its assets (other than in connection with a change in the Company's state of incorporation or organizational form) (a "**Transaction**"), unless one of the following conditions is met:

(i) the consent of Limited Partners (other than the Company or any Subsidiary of the Company) holding more than 50% of the Percentage Interests of the Limited Partners (other than those held by the Company or any Subsidiary of the Company) is obtained;

(ii) the Transaction also includes a merger, consolidation or combination of the Partnership or sale of substantially all of the assets of the Partnership or other transaction as a result of which all Limited Partners (other than the Company or any Subsidiary) will receive for each Partnership Unit an amount of cash, securities, or other property (or a partnership interest or other security readily convertible into such cash, securities, or other property) no less than the product of the Conversion Factor and the greatest amount of cash, securities or other property (expressed as an amount per REIT Share) paid in the Transaction in consideration for REIT Shares, provided that if, in connection with the Transaction, a purchase, tender or exchange offer ("**Offer**") shall have been made to and accepted by the holders of more than 50 percent of the outstanding REIT Shares, all Limited Partners (other than the Company or any Subsidiary) will receive no less than the amount of cash and the fair market value of securities or other consideration that they would have received had they (A) exercised their Redemption Right and (B) sold, tendered or exchanged pursuant to the Offer the

REIT Shares received upon exercise of the Redemption Right immediately prior to the expiration of the Offer;

(iii) the Company is the surviving entity in the Transaction and either (A) the holders of REIT Shares do not receive cash, securities, or other property in the Transaction or (B) all Limited Partners (other than the Company or any Subsidiary) receive an amount of cash, securities, or other property (expressed as an amount per Partnership Unit) that is no less than the product of the Conversion Factor and the greatest amount of cash, securities, or other property (expressed as an amount per REIT Share) received in the Transaction by any holder of REIT Shares; or

(iv) the Company merges, consolidates, or combines with or into another entity and, immediately after such merger, (A) substantially all of the assets of the surviving entity, other than Partnership Units and the ownership interests in any wholly-owned Subsidiaries held by the Company, are contributed to the Partnership as a Capital Contribution in exchange for Partnership units with a fair market value equal to the value of the assets so contributed as determined pursuant to Section 704(b) of the Code, (B) any successor or surviving entity expressly agrees to assume all obligations of the Company hereunder, and (C) the Conversion Factor is adjusted appropriately to reflect the ratio at which REIT Shares are converted into shares of the surviving entity.

The General Partner shall give the Limited Partners notice of any Transaction at least 20 business days prior to the effective date of such Transaction, provided, however, that the General Partner need not give any such notice prior to the date on which the holders of REIT Shares are first notified of such Transaction by the Company.

(d)Notwithstanding Sections 7.01(a), 7.01(b) and 7.01(c),

(i)a General Partner may transfer all or any portion of its General Partnership Interest to (A) a wholly-owned Subsidiary of such General Partner or (B) the owner of all of the ownership interests of such General Partner, and following a transfer of all of its General Partnership Interest, may withdraw as General Partner; and

(ii)the Company may engage in a Transaction not required by law or by the rules of any national securities exchange on which the REIT Shares are listed to be submitted to the vote of the holders of the REIT Shares and the General Partner shall not be required to give notice to the Limited Partners of any such Transaction as provided by Section 7.01(c).

(e)Notwithstanding Sections 7.01(a), 7.01(b), 7.01(c), and 7.01(d), the Company shall not engage in any transaction, other than a Transaction that complies with the requirements of Section 7.01(c), that results in the Company no longer being the General Partner Entity.

7.02 Admission of a Substitute or Additional General Partner. A Person shall be admitted as a substitute or additional General Partner of the Partnership only if the following terms and conditions are satisfied:

(a)the Person to be admitted as a substitute or additional General Partner shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner, and a certificate evidencing the admission of such Person as a General Partner shall have been filed for recordation and all other actions required by Section 2.05 in connection with such admission shall have been performed;

(b)if the Person to be admitted as a substitute or additional General Partner is a corporation, a partnership, a limited liability company or other entity it shall have provided the Partnership with evidence satisfactory to counsel for the Partnership of such Person's authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

(c)counsel for the Partnership shall have rendered an opinion (relying on such opinions from other counsel in any state or any other jurisdiction as may be necessary) that the admission of the person to be admitted as a substitute or additional General Partner is in conformity with the Act, and that none of the actions taken in connection with the admission of such Person as a substitute or additional General Partner will cause (i) the Partnership to be classified other than as a partnership for federal income tax purposes, or (ii) the loss of any Limited Partner's limited liability.

7.03 Effect of Bankruptcy, Withdrawal, Death or Dissolution of a General Partner.

(a) Upon the occurrence of an Event of Bankruptcy as to a General Partner (and its removal pursuant to Section 7.04(a) hereof) or the withdrawal, removal or dissolution of a General Partner (except that, if a General Partner is on the date of such occurrence a partnership, the withdrawal, death, dissolution, Event of Bankruptcy as to or removal of a partner in such partnership shall be deemed not to be a dissolution of such General Partner if the business of such General Partner is continued by the remaining partner or partners), the Partnership shall be dissolved and terminated unless the Partnership is continued pursuant to Section 7.03(b) hereof. The merger of the General Partner with or into any entity that is admitted as a substitute or successor General Partner pursuant to Section 7.02 hereof shall not be deemed to be the withdrawal, dissolution or removal of the General Partner.

(b) Following the occurrence of an Event of Bankruptcy as to a General Partner (and its removal pursuant to Section 7.04(a) hereof) or the withdrawal, removal or dissolution of a General Partner (except that, if a General Partner is on the date of such occurrence a partnership, the withdrawal, death, dissolution, Event of Bankruptcy as to or removal of a partner in such partnership shall be deemed not to be a dissolution of such General Partner if the business of such General Partner is continued by the remaining partner or partners), the Limited Partners, within 90 days after such occurrence, may elect to continue the business of the Partnership for the balance of the term specified in Section 2.04 hereof by selecting, subject

to Section 7.02 hereof and any other provisions of this Agreement, a substitute General Partner by consent of the Limited Partners holding more than 50% of the Percentage Interests of the Limited Partners. If the Limited Partners elect to continue the business of the Partnership and admit a substitute General Partner, the relationship with the Partners and of any Person who has acquired an interest of a Partner in the Partnership shall be governed by this Agreement.

7.04 Removal of a General Partner.

(a) Upon the occurrence of an Event of Bankruptcy as to, or the dissolution of, a General Partner, such General Partner shall be deemed to be removed automatically; provided, however, that if a General Partner is on the date of such occurrence a partnership, the withdrawal, death, dissolution, Event of Bankruptcy as to or removal of a partner in such partnership shall be deemed not to be a dissolution of the General Partner if the business of such General Partner is continued by the remaining partner or partners. The Limited Partners may not remove the General Partner, with or without cause.

(b) If a General Partner has been removed pursuant to this Section 7.04 and the Partnership is continued pursuant to Section 7.03 hereof, such General Partner shall promptly transfer and assign its General Partnership Interest in the Partnership (i) to the substitute General Partner approved by the Limited Partners in accordance with Section 7.03(b) hereof and otherwise admitted to the Partnership in accordance with Section 7.02 hereof. At the time of assignment, the removed General Partner shall be entitled to receive from the substitute General Partner the fair market value of the General Partnership Interest of such removed General Partner as reduced by any damages caused to the Partnership by such General Partner. Such fair market value shall be determined by an appraiser mutually agreed upon by the General Partner and a majority in interest of the Limited Partners within 10 days following the removal of the General Partner. In the event that the parties are unable to agree upon an appraiser, the General Partner and a majority in interest of the Limited Partners each shall select an appraiser, each of which appraisers shall complete an appraisal

of the fair market value of the General Partner's General Partnership Interest within 30 days of the General Partner's removal, and the fair market value of the General Partner's General Partnership Interest shall be the average of the two appraisals; provided, however, that if the higher appraisal exceeds the lower appraisal by more than 20% of the amount of the lower appraisal, the two appraisers, no later than 40 days after the removal of the General Partner, shall select a third appraiser who shall complete an appraisal of the fair market value of the General Partner's General Partnership Interest no later than 60 days after the removal of the General Partner. In such case, the fair market value of the General Partner's General Partnership Interest shall be the average of the two appraisals closest in value.

(c)The General Partnership Interest of a removed General Partner, during the time after default until transfer under Section 7.04(b), shall be converted to that of a special Limited Partner, providing, however, such removed General Partner shall not have any rights to participate in the management and affairs of the Partnership, and shall not be entitled to any portion of the income, expenses, gains, losses, distributions or allocations, as the case may be, payable or allocable to the Limited Partners as such. Instead, such removed General Partner shall receive and be entitled to retain only distributions or allocations of such items which it would have been entitled to receive in its capacity as General Partner, until the transfer is effective pursuant to Section 7.04(b).

(d)All Partners shall have given and hereby do give such consents, shall take such actions and shall execute such documents as shall be legally necessary and sufficient to effect all the foregoing provisions of this Section 7.04.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNERS

8.01 Management of the Partnership. The Limited Partners shall not participate in the management or control of Partnership business nor shall they transact any business for the Partnership, nor shall they have the power to sign for or bind the Partnership, such powers being vested solely and exclusively in the General Partner.

8.02 Power of Attorney. Each Limited Partner hereby irrevocably appoints the General Partner its true and lawful attorney-in-fact, who may act for each Limited Partner and in its name, place and stead, and for its use and benefit, to sign, acknowledge, swear to, deliver, file and record, at the appropriate public offices, any and all documents, certificates, and instruments as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement and the Act in accordance with their terms, which power of attorney is coupled with an interest and shall survive the death, dissolution or legal incapacity of the Limited Partner, or the transfer by the Limited Partner of any part or all of its Partnership Interest.

8.03 Limitation on Liability of Limited Partners. No Limited Partner shall be liable for any debts, liabilities, contracts or obligations of the Partnership. A Limited Partner shall be liable to the Partnership only to make payments of its Capital Contribution, if any, as and when due hereunder. After its Capital Contribution is fully paid, no Limited Partner shall, except as otherwise required

by the Act, be required to make any further Capital Contributions or other payments or lend any funds to the Partnership. Notwithstanding the foregoing provisions of this Section 8.03, a Limited Partner shall be liable to the Partnership or to its lenders to the extent set forth in any guarantee of Partnership debt or in any agreement to contribute capital to the Partnership in connection with any Partnership debt, in each case only to the extent so agreed by such Limited Partner in such guarantee or contribution agreement and consented to by the General Partner.

8.04 Ownership by Limited Partner of Corporate General Partner or Affiliate. No Limited Partner shall at any time, either directly or indirectly, own any stock or other interest in the General Partner or in any Affiliate thereof, if such ownership by itself or in conjunction with other stock or other interests owned by other Limited Partners would, in the opinion of counsel for the Partnership, jeopardize the classification of the Partnership as a partnership for federal income tax purposes. The General Partner shall be entitled to make such reasonable inquiry of the Limited Partners as is required to establish compliance by the Limited Partners with the provisions of this Section.

8.05 Redemption Right.

(a) Subject to Sections 8.05(b), 8.05(c), 8.05(d), and 8.05(e), and the provisions of any agreement between the Partnership and any Limited Partner with respect to

Partnership Units held by such Limited Partners, such Limited Partner, but not any UDR Partner other than a Unit Purchasing UDR Partner, shall have the right (the “**Redemption Right**”) to require the Partnership to redeem on a Specified Redemption Date, all or a portion of the Partnership Units held by such Limited Partner at a redemption price equal to and in the form of the Cash Amount to be paid by the Partnership, provided, that such Partnership Units (other than the Partnership Units acquired from a decedent) shall have been outstanding for at least one year. The Redemption Right shall be exercised pursuant to a Notice of Redemption delivered to the Partnership (with a copy to the General Partner) by the Limited Partner who is exercising the Redemption Right (the “**Redeeming Partner**”); provided, however, that the Partnership shall not be obligated to satisfy such Redemption Right if the General Partner elects to purchase the Partnership Units subject to the Notice of Redemption pursuant to Section 8.05(b); and provided, further, that no Limited Partner may deliver more than two Notices of Redemption during each calendar year. A Limited Partner may not exercise the Redemption Right for less than 1,000 Partnership Units or, if such Limited Partner holds less than 1,000 Partnership Units, all of the Partnership Units held by such Partner. Except as otherwise provided in Section 8.05(h), the Redeeming Partner shall have no right, with respect to any Partnership Units so redeemed, to receive any distribution paid with respect to Partnership Units if the record date for such distribution is on or after the Specified Redemption Date.

(b) Notwithstanding the provisions of Section 8.05(a) and subject to Section 8.06, a Limited Partner that exercises the Redemption Right shall be deemed to have offered to sell the Partnership Units described in the Notice of Redemption to the General Partner, and the General Partner may, in its sole and absolute discretion but subject to the last sentence of this subsection (b), elect to purchase directly and acquire such Partnership Units by paying to the Redeeming Partner either the Cash Amount or the REIT Shares Amount, as elected by the General Partner (in its sole and absolute discretion), on the Specified Redemption Date, whereupon the General Partner shall acquire the Partnership Units offered for redemption by the Redeeming Partner and shall be

treated for all purposes of this Agreement as the owner of such Partnership Units. If, unless prohibited by the provisions of Section 8.06, the General Partner shall elect to exercise its right to purchase Partnership Units under this Section 8.05(b) with respect to a Notice of Redemption, it shall so notify the Redeeming Partner within five Business Days after the receipt by the General Partner of such Notice of Redemption. Such notice shall indicate whether the General Partner will pay the Cash Amount or the REIT Shares Amount. Unless the General Partner (in its sole and absolute discretion) shall exercise its right to purchase Partnership Units from the Redeeming Partner pursuant to this Section 8.05(b), the General Partner shall not have any obligation to the Redeeming Partner or the Partnership with respect to the Redeeming Partner's exercise of the Redemption Right. In the event the General Partner shall exercise its right to purchase Partnership Units with respect to the exercise of a Redemption Right in the manner described in the first sentence of this Section 8.05(b), the Partnership shall have no obligation to pay any amount to the Redeeming Partner with respect to such Redeeming Partner's exercise of such Redemption Right (unless the General Partner shall default in its obligation to deliver the REIT Shares Amount), and each of the Redeeming Partner, the Partnership, and the General Partner shall treat the transaction between the General Partner and the Redeeming Partner for federal income tax purposes as a sale of the Redeeming Partner's Partnership Units to the General Partner. Each Redeeming Partner agrees to execute such

documents as the Partnership may reasonably require in connection with the issuance of REIT Shares upon exercise of the Redemption Right.

(c) Notwithstanding the provisions of Section 8.05(a) and 8.05(b), a Limited Partner shall not be entitled to exercise the Redemption Right if the delivery of REIT Shares to such Partner on the Specified Redemption Date by the Company pursuant to Section 8.05(b) (regardless of whether or not the Company would in fact exercise its rights under Section 8.05(b)) would (i) result in REIT Shares being owned by fewer than 100 persons (determined without reference to any rules of attribution), (ii) result in the Company being "closely held" within the meaning of Section 856(h) of the Code, (iii) cause the Company to own, directly or constructively, 10% or more of the ownership interests in a tenant of the Company's, the Partnership's or a Subsidiary's real property, within the meaning of Section 856(d)(2)(B) of the Code, (iv) in the good faith opinion of the Board of Directors of the Company, otherwise disqualify the Company as a REIT, or (v) in the opinion of counsel for the Company, constitute or result in a violation of Section 5 of the Securities Act, or cause the acquisition of REIT Shares by such Partner to be "integrated" with any other distribution of REIT Shares for purposes of complying with the registration provisions of the Securities Act. The Company, in its sole and absolute discretion, may waive the restriction on redemption set forth in this Section 8.05(c); provided, however, that in the event such restriction is waived, the Redeeming Partner shall be paid the Cash Amount by the Partnership.

(d) Any Cash Amount to be paid by the Partnership to a Redeeming Partner pursuant to Section 8.05(a), and any Cash Amount or REIT Shares Amount to be paid by the General Partner to a Redeeming Partner pursuant to Section 8.05(b), shall be paid within 20 Business Days after the initial date of receipt by the General Partner of the Notice of Redemption relating to the Partnership Units to be redeemed; provided, however, that such 20 Business Day period may be extended for up to an additional 180-day period to the extent required for the Company to issue and sell securities the proceeds of which will be contributed to the Partnership to provide cash for payment of the Cash Amount. Notwithstanding the foregoing, the General Partner agrees to use its best efforts to cause the closing of the acquisition of redeemed Partnership Units hereunder to occur as quickly as reasonably possible.

(e) Notwithstanding any other provision of this Agreement, the General Partner may place appropriate restrictions on the ability of the Limited Partners to exercise their Redemption Rights as and if deemed necessary, at the sole option and election of the General Partner, to ensure that the Partnership does not constitute a “publicly traded partnership” under Section 7704 of the Code. If and when the General Partner determines that imposing such restrictions is necessary, the General Partner shall give prompt written notice thereof to each of the Limited Partners, which notice shall be accompanied by a copy of an opinion of counsel to the Partnership which states that, in the opinion of such counsel, such restrictions are necessary in order to avoid the Partnership being treated as a “publicly traded partnership” under Section 7704 of the Code.

(f) The Conversion Factor shall be adjusted from time to time as follows:

(i) In the event that the Company (A) declares or pays a dividend on its outstanding REIT Shares in REIT Shares or makes a distribution to all holders

of its outstanding REIT Shares in REIT Shares, (B) subdivides its outstanding REIT Shares, or (C) combines its outstanding REIT Shares into a smaller number of REIT Shares, the Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which shall be the number of REIT Shares issued and outstanding on the record date for such dividend, distribution, subdivision or combination (assuming for such purposes that such dividend, distribution, subdivision or combination has occurred as of such time), and the denominator of which shall be the actual number of REIT Shares (determined without the above assumption) issued and outstanding on such date; provided, however, that notwithstanding the foregoing, if the Company declares or pays a dividend on its outstanding REIT Shares in REIT Shares or makes a distribution to all holders of its outstanding REIT Shares or makes a distribution to all holders of its outstanding REIT Shares in REIT Shares (including a dividend in which stockholders may elect to receive all or a portion of such dividend in cash (other than pursuant to a dividend reinvestment program)), no adjustment shall be made if, promptly thereafter, with respect to any dividend or distribution with respect to REIT Shares, the Partnership pays a distribution with respect to each Partnership Unit consisting of a number of Partnership Units (or fraction thereof) equal to the product of (i) the quotient obtained by dividing (a) the aggregate number of REIT Shares paid by the Company as a dividend to all stockholders, by (b) the aggregate number of REIT Shares outstanding as of the close of business on the record date for such dividend, and (ii) the number of REIT Shares for which such Partnership Unit is then redeemable pursuant to Section 8.05.

(ii) In the event that the Company declares or pays a dividend or other distribution on its outstanding REIT Shares (other than (a) ordinary cash dividends or (b) dividends payable in REIT Shares that give rise to an adjustment in the Conversion Factor under subsection (i) hereof) and the Value of the REIT Shares on the first (1st) trading day following the record date (“**Record Date**”) for such dividend or distribution (the “**Post-Distribution Value**”) is less than the Value of the REIT Shares on the Business Day immediately preceding such Record Date (the “**Pre-Distribution Value**”), then the Conversion Factor in effect after the Record Date shall be adjusted by multiplying the Conversion Factor in effect prior to the Record Date by a fraction, the numerator of which is the Pre-Distribution Value and the denominator of which is the Post-Distribution Value, provided, however, that no adjustment shall be made if (a) with respect to any cash dividend or distribution with respect to REIT shares, the Partnership distributes with respect to each Partnership Unit an amount equal to the amount of such dividend or distribution multiplied by the Conversion Factor or (b) with respect to any dividend or distribution of securities or property other than cash, the Partnership distributes with respect to each Partnership Unit an amount of securities or other property equal to the amount distributed with respect to each REIT share

multiplied by the Conversion Ratio or a partnership interest or other security readily convertible into such securities or other property.

(iii) Any adjustment to the Conversion Factor shall become effective immediately after the effective date of any of the events described in subsections (i) and (ii), retroactive to the record date, if any, for such event, provided, however, that if the Partnership receives Notice of Redemption after the record date, but prior to the payment date or effective date, of any dividend, distribution, subdivision or combination referred to in subsection (i) or (ii), the Conversion Factor shall be determined as if the Company had received the Notice of Exchange immediately prior to the record date for such dividend, distribution, subdivision or combination.

(iv) If the Company or any other entity shall cease to be the General Partner Entity (the “**Predecessor Entity**”) in a Transaction that complies with the requirements of Section 7.01(c) and another entity that is a real estate investment trust whose common stock is Publicly Traded shall become the General Partner Entity (the “**Successor Entity**”), the Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which is the Value of one share of common stock of the Predecessor Entity, determined as of the date when the Successor Entity becomes the General Partner Entity, and the denominator of which is the Value of one share of common stock of the Successor Entity, determined as of that same date, except in any case where substantially concurrently with the consummation of such Transaction the Partnership shall merge with a successor entity that is affiliated with the Successor Entity in accordance with the provisions of Section 7.01(c) and the Outside Partners shall be entitled to receive in connection with such merger interests or units in such successor entity with respect to which the Outside Partners have rights of redemption in which the value of each such interest or unit to be redeemed shall be determined in a manner that is calculated by reference to the value of one share of the Publicly Traded common stock of the Successor Entity, in which case the Conversion Factor shall thereafter be 1.0 until such time as it may be adjusted pursuant to this Section 8.05(f). If any shareholders of the Predecessor Entity will receive consideration in connection with the Transaction in which the Successor Entity becomes the General Partner Entity, the numerator in the fraction described above for determining the adjustment to the Conversion Factor (that is, the Value of one share of common stock of the Predecessor Entity) shall be the sum of the greatest amount of cash and the fair market value (as determined in good faith by the General Partner) of any securities and other consideration that the holder of one share of common stock of the Predecessor Entity could have received in such Transaction (determined without regard to any provisions governing fractional shares).

8.06 Requirement that REIT Shares be Publicly Traded; Securities Act Registration of REIT Shares. The General Partner shall not be entitled to acquire a Redeeming Partner’s Partnership Units by paying to such Partner the REIT Shares Amount unless there are REIT Shares, as defined, that are Publicly Traded. The REIT Shares issued to the Redeeming Partner if and to the extent provided in the Registration Rights Agreement (if any) applicable to such Redeeming Partner shall be registered under the Securities Act and/or entitled to rights to Securities Act registration.

ARTICLE IX

TRANSFERS OF LIMITED PARTNERSHIP INTERESTS

9.01 Purchase for Investment.

(a) Each Limited Partner hereby represents and warrants to the General Partner and to the Partnership that the acquisition of his Partnership Interest is made as a principal for his account for investment purposes only and not with a view to the resale or distribution of such Partnership Interest.

(b) Each Limited Partner agrees that such Limited Partner will not sell, assign or otherwise transfer such Limited Partner's Partnership Interest or any fraction thereof, whether voluntarily or by operation of law or at judicial sale or otherwise, to any Person who does not make the representations and warranties to the General Partner set forth in Section 9.01(a) above and similarly agree not to sell, assign or transfer such Partnership Interest or fraction thereof to any Person who does not similarly represent, warrant and agree.

9.02 Restrictions on Transfer of Limited Partnership Interests.

(a) Except as otherwise provided in this Article IX, no Limited Partner may offer, sell, assign, hypothecate, pledge or otherwise transfer his Limited Partnership Interest, in whole or in part, whether voluntarily or by operation of law or at judicial sale or otherwise (collectively, a "**Transfer**") without the written consent of the General Partner, which consent may be withheld in the sole and absolute discretion of the General Partner, provided that the General Partner shall not unreasonably withhold its consent to a Transfer by a Limited Partner to a Limited Transferee. The General Partner may require, as a condition of any Transfer, that the transferor assume all costs incurred by the Partnership in connection therewith.

(b) No Limited Partner may effect a Transfer of its Limited Partnership Interest, in whole or in part, if, in the opinion of legal counsel for the Partnership, such proposed Transfer would require the registration of the Limited Partnership Interest under the Securities Act or would otherwise violate any applicable federal or state securities or blue sky law (including investment suitability standards).

(c) No Transfer by a Limited Partner of its Partnership Units, in whole or in part, may be made to any Person if (i) in the opinion of counsel for the Partnership, the Transfer would result in the Partnership's being treated as an association taxable as a corporation (other than a qualified REIT subsidiary within the meaning of Section 856(i) of the Code), (ii) in the opinion of counsel for the Partnership, the Transfer would adversely affect the ability of the Company to continue to qualify as a REIT or subject the Company to any additional taxes under Section 857 or Section 4981 of the Code, or (iii) such Transfer is effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code, or such Transfer otherwise would create, in the opinion of counsel to the Partnership, a material risk that the Partnership would be treated as a "publicly traded partnership" under Section 7704 of the Code.

(d) No transfer of any Partnership Units may be made to a lender to the Partnership or any Person who is related (within the meaning of Regulations Section 1.752-4(b)) to any lender to the Partnership whose loan constitutes a nonrecourse liability (within the meaning of Regulations Section 1.752-1(a)(2)), without the consent of the General Partner, which may be withheld in its sole and absolute discretion, provided that as a condition to such consent the lender will be required to enter into an arrangement with the Partnership and the General Partner to exchange or redeem for the Cash Amount any Partnership Units in which a security interest is held simultaneously with the time at which such lender would be deemed to be a partner in the Partnership for purposes of allocating liabilities to such lender under Section 752 of the Code.

(e) Section 9.02(a) shall not apply to any Transfer by a Limited Partner pursuant to the exercise of its Redemption Right under Section 8.05 hereof.

(f) Any Transfer in contravention of any of the provisions of this Article IX shall be void and ineffectual and shall not be binding upon, or recognized by, the Partnership.

(g) Notwithstanding Section 9.02(a), but subject to Sections 9.02(b), (c), and (d), a Limited Partner may transfer, with or without the consent of the General Partner, all or a portion of its Limited Partnership Interest (i) in the case of a Limited Partner who is an individual, to a member of his Immediate Family, any trust formed for the benefit of himself and/or members of his Immediate Family, or any partnership, limited liability company, joint venture, corporation or other business entity comprised only of himself and/or members of his Immediate Family and entities the ownership interests in which are owned by or for the benefit of himself and/or members of his Immediate Family, (ii) in the case of a Limited Partner which is a trust, to the beneficiaries of such trust, (iii) pursuant to applicable laws of descent or distribution, (iv) to another Limited Partner, and (v) pursuant to a grant of security interest or other encumbrance thereof effectuated in a bona fide pledge transaction with a bona fide financial institution as a result of the exercise of remedies related thereto, subject to the provisions of Section 9.02(d) hereof. . A trust or other entity will be considered formed “for the benefit” of a Limited Partner’s Immediate Family even though some other Person has a remainder interest under or with respect to such trust or other entity. As used herein, the term “Immediate Family” means with respect to any natural Person, such natural Person’s spouse, parents, descendants, nephews, nieces, brothers, and sisters.

9.03 Admission of Substitute Limited Partner.

(a) Subject to the other provisions of this Article IX, an assignee of the Limited Partnership Interest of a Limited Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Limited Partnership Interest) shall be deemed admitted as a Limited Partner of the Partnership only upon the satisfactory completion of the following:

(i)The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart or an amendment thereof, including a revised Exhibit A, and such other documents or

instruments as the General Partner may require in order to effect the admission of such Person as a Limited Partner.

(ii)To the extent required, an amended Certificate evidencing the admission of such Person as a Limited Partner shall have been signed, acknowledged and filed for record in accordance with the Act.

(iii)The assignee shall have delivered a letter containing the representation set forth in Section 9.01(a) and the agreement set forth in Section 9.01(b).

(iv)If the assignee is a corporation, partnership, limited liability company or other entity, or a trust, the assignee shall have provided the General Partner with evidence satisfactory to counsel for the Partnership of the assignee's authority to become a Limited Partner under the terms and provisions of this Agreement.

(v)The assignee shall have executed a power of attorney containing the terms and provisions set forth in Section 8.02.

(vi)The assignee shall have paid all reasonable legal fees of the Partnership and the General Partner and filing and publication costs in connection with its substitution as a Limited Partner.

(vii)The assignee has obtained the prior written consent of the General Partner to its admission as a Substitute Limited Partner, which consent may be given or denied in the exercise of the General Partner's sole and absolute discretion, unless under Section 9.02(g) the consent of the General Partner is not required under Section 9.02(a), in which case the consent of the General Partner under this Section 9.03(a)(vii) shall not be required provided that the other applicable conditions to such transfer have been satisfied.

(b)For the purpose of allocating Current Profits and Residual Profits and Losses and distributing cash received by the Partnership, a Substitute Limited Partner shall be treated as having become, and appearing in the records of the Partnership as, a Partner upon the filing of the Certificate described in Section 9.03(a)(ii) or, if no such filing is required, the later of the date specified in the transfer documents or the date on which the General Partner has received all necessary instruments of transfer and substitution.

(c)The General Partner shall cooperate with the Person seeking to become a Substitute Limited Partner by preparing the documentation required by this Section and making all official filings and publications. The Partnership shall take all such action as promptly as practicable after the satisfaction of the conditions in this Article IX to the admission of such Person as a Limited Partner of the Partnership.

9.04 Rights of Assignees of Partnership Interests.

(a)Subject to the provisions of Sections 9.01 and 9.02, except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Limited Partner of its Partnership Interest until the Partnership has received notice thereof.

(b)Any Person who is the assignee of all or any portion of a Limited Partner's Limited Partnership Interest, but does not become a Substitute Limited Partner and desires to make a further assignment of such Limited Partnership Interest, shall be subject to all the provisions of this Article IX to the same extent and in the same manner as any Limited Partner desiring to make an assignment of its Limited Partnership Interest.

(c)The General Partner shall have the right, in its sole and absolute discretion, to redeem the Limited Partnership Interest assigned by any Limited Partner (an "**Assigning Limited Partner**") to any person who does not, within 20 business days following the date of such assignment, become a Substitute Limited Partner (an "**Assignee**"). In such case, the Assigning Limited Partner and the Assignee shall be deemed to have tendered irrevocably to the General Partner a Notice of Redemption with respect to all of the Limited Partnership Interest assigned.

9.05 Effect of Bankruptcy, Death, Incompetence or Termination of a Limited Partner. The occurrence of an Event of Bankruptcy as to a Limited Partner, the death of a Limited Partner or a final adjudication that a Limited Partner is incompetent (which term shall include, but not be limited to, insanity) shall not cause the termination or dissolution of the Partnership, and the business of the Partnership shall continue if an order for relief in a bankruptcy proceeding is entered against a Limited Partner, the trustee or receiver of his estate or, if he dies, his executor, administrator or trustee, or, if he is finally adjudicated incompetent, his committee, guardian or conservator, shall have the rights of such Limited Partner for the purpose of settling or managing his estate property and such power as the bankrupt, deceased or incompetent Limited Partner possessed to assign all or any part of his Partnership Interest and to join with the assignee in satisfying conditions precedent to the admission of the assignee as a Substitute Limited Partner.

9.06 Joint Ownership of Interests. A Partnership Interest may be acquired by two individuals as joint tenants with right of survivorship, provided that such individuals either are married or are related and share the same home as tenants in common. The written consent or vote of both owners of any such jointly held Partnership Interest shall be required to constitute the action of the

owners of such Partnership Interest; provided, however, that the written consent of only one joint owner will be required if the Partnership has been provided with evidence satisfactory to the counsel for the Partnership that the actions of a single joint owner can bind both owners under the applicable laws of the state of residence of such joint owners. Upon the death of one owner of a Partnership Interest held in a joint tenancy with a right of survivorship, the Partnership Interest shall become owned solely by the survivor as a Limited Partner and not as an assignee. The Partnership need not recognize the death of one of the owners of a jointly-held Partnership Interest until it shall have received notice of such death. Upon notice to the General Partner from either owner, the General Partner shall cause the Partnership Interest to be

divided into two equal Partnership Interests, which shall thereafter be owned separately by each of the former owners.

ARTICLE X

BOOKS AND RECORDS; ACCOUNTING; TAX MATTERS

10.01 Books and Records. At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept at the Partnership's specified office true and complete books of account in accordance with generally accepted accounting principles, including: (a) a current list of the full name and last known business address of each Partner, (b) a copy of the Certificate of Limited Partnership and all certificates of amendment thereto, (c) copies of the Partnership's federal, state and local income tax returns and reports, (d) copies of the Agreement and any financial statements of the Partnership for the three most recent years and (e) all documents and information required under the Act. Any Partner or its duly authorized representative, upon paying the costs of collection, duplication and mailing, shall be entitled to inspect or copy such records during ordinary business hours.

10.02 Custody of Partnership Funds; Bank Accounts.

(a) All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking or brokerage institutions as the General Partner shall determine, and withdrawals shall be made only on such signature or signatures as the General Partner may, from time to time, determine.

(b) All deposits and other funds not needed in the operation of the business of the Partnership may be invested by the General Partner in investment grade instruments (or investment companies whose portfolio consists primarily thereof), government obligations, certificates of deposit, bankers' acceptances and municipal notes and bonds. The funds of the Partnership shall not be commingled with the funds of any other Person except for such commingling as may necessarily result from an investment in those investment companies permitted by this Section 10.02(b).

10.03 Fiscal and Taxable Year. The fiscal and taxable year of the Partnership shall be the calendar year.

10.04 Annual Tax Information and Report. Within 90 days after the end of each fiscal year of the Partnership, the General Partner shall furnish to each person who was a Limited Partner at any time during such year the tax information necessary to file such Limited Partner's individual tax returns as shall be reasonably required by law.

10.05 Tax Matters Partner; Tax Elections; Special Basis Adjustments.

(a)The General Partner shall be the Tax Matters Partner of the Partnership within the meaning of Section 6231(a)(7) of the Code. As Tax Matters Partner, the General Partner shall have the right and obligation to take all actions authorized and required, respectively, by the Code for the Tax Matters Partner. The General Partner shall have the right to retain professional assistance in respect of any audit of the Partnership by the Service and all

out-of-pocket expenses and fees incurred by the General Partner on behalf of the Partnership as Tax Matters Partner shall constitute Partnership expenses. In the event the General Partner receives notice of a final Partnership adjustment under Section 6223(a)(2) of the Code, the General Partner shall either (i) file a court petition for judicial review of such final adjustment within the period provided under Section 6226(a) of the Code, a copy of which petition shall be mailed to all Limited Partners on the date such petition is filed, or (ii) mail a written notice to all Limited Partners, within such period, that describes the General Partner's reasons for determining not to file such a petition.

(b)All elections required or permitted to be made by the Partnership under the Code or any applicable state or local tax law shall be made by the General Partner in its sole and absolute discretion, subject to any restrictions thereon set forth in the Tax Protection Agreement being entered into in connection with the Contribution Agreement.

(c)In the event of a transfer of all or any part of the Partnership Interest of any Partner, the Partnership, at the option of the General Partner, may elect pursuant to Section 754 of the Code to adjust the basis of the Properties, subject to the restrictions thereon set forth in Section 5.2 of the Tax Protection Agreement being entered into in connection with the Contribution Agreement. Notwithstanding anything contained in Article V of this Agreement, any adjustments made pursuant to Section 754 shall affect only the successor in interest to the transferring Partner and in no event shall be taken into account in establishing, maintaining or computing Capital Accounts for the other Partners for any purpose under this Agreement. Each Partner will furnish the Partnership with all information necessary to give effect to such election.

10.06 Reports to Limited Partners.

(a)As soon as practicable after the close of each fiscal quarter (other than the last quarter of the fiscal year), the General Partner shall cause to be mailed to each Limited Partner consolidated financial statements of the Company, containing the

condensed income statement and balance sheet of the Partnership, for such fiscal quarter, presented in accordance with GAAP, provided that such financial statements shall not contain footnotes and other presentation items with respect to the Partnership and will be subject to normal year-end adjustments.

(b)As soon as practicable after the close of each fiscal year, the General Partner shall cause to be mailed to each Limited Partner (i) the audited consolidated financial statements of the Company for such fiscal year, presented in accordance with GAAP containing the condensed income statement and balance sheet of the Partnership, (ii) a schedule with property-level information specifying with respect to each property owned by the Partnership the type of community, location, number of units, gross value, debt, equity, loan-to-value ratio, occupancy and average monthly revenue per unit, and (iii) a certificate of the General Partner certifying that the Net Asset Value Ratio has not been less than 2.0 in breach of Sections 5.08 or 6.01(a)(iv).

(c)Any Partner shall further have the right to a private audit of the books and records of the Partnership, provided such audit is made for Partnership purposes, at the expense

of the Partner desiring it and is made during normal business hours and on at least 10 business days' prior written notice.

ARTICLE XI

AMENDMENT OF AGREEMENT; MERGER; NOTICE

11.01 Amendment of Agreement; Merger. The General Partner's consent shall be required for any amendment to the Agreement or any merger, consolidation or combination of the Partnership. The General Partner, without the consent of the Limited Partners, may amend this Agreement in any respect or cause the Partnership to merge, consolidate or combine with or into any other partnership, limited partnership, limited liability company or corporation as contemplated in Section 7.01(c) or (d) hereof; provided, however, that the following amendments (including any amendment effected in connection with a merger of the Partnership regardless of whether the Partnership is the surviving entity in such merger) and any other such merger, consolidation or combination of the Partnership (a "**Merger**") shall require the consent of Limited Partners (other than the Company or any Subsidiary of the Company) holding more than 50% of the Percentage Interests of the Limited Partners (other than the Company or any Subsidiary of the Company):

(a)any amendment affecting the operation of the Conversion Factor or the Redemption Right (except as provided in Sections 7.01(c) or 8.05(e)) in a manner adverse to the Limited Partners;

(b)any amendment that would adversely affect the rights of the Limited Partners to receive the distributions payable to them hereunder, other than with respect to the issuance of additional Partnership Units pursuant to Section 4.02;

(c) any amendment that would alter the Partnership's allocations of Current Profit and Residual Profit and Loss to the Limited Partners, other than (i) with respect to the issuance of additional Partnership Units pursuant to Section 4.02 or (ii) if the General Partner determines it necessary or advisable to amend such provisions to conform to the intended economic or tax consequences of such provisions; or

(d) any amendment to, or that would adversely affect the rights of the Outside Partners under, Section 4.02(a), 5.02(a), 5.03, 5.08 (including the defined terms used therein), the proviso at the end of Section 6.01(a)(iv) (including the defined terms used therein), 6.07(a), or 7.01, or this Article XI.

The consent of each Limited Partner shall be required for any amendment that would impose on the Limited Partners any obligation to make additional Capital Contributions to the Partnership.

11.02 Notice to Limited Partners. The General Partner shall notify the Limited Partners of the substance of any amendment or Merger requiring the consent of the Limited Partners pursuant to Section 11.01 at least 20 business days prior to the effective date of such amendment or Merger.

ARTICLE XII

GENERAL PROVISIONS

12.01 Notices. All communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or upon deposit in the United States mail, registered, postage prepaid return receipt requested, to the Partners at the addresses set forth in Exhibit A attached hereto; provided, however, that any Partner may specify a different address by notifying the General Partner in writing of such different address. Notices to the Partnership shall be delivered at or mailed to its specified office.

12.02 Survival of Rights. Subject to the provisions hereof limiting transfers, this Agreement shall be binding upon and inure to the benefit of the Partners and the Partnership and their respective legal representatives, successors, transferees and assigns.

12.03 Additional Documents. Each Partner agrees to perform all further acts and execute, swear to, acknowledge and deliver all further documents which may be reasonable, necessary, appropriate or desirable to carry out the provisions of this Agreement or the Act.

12.04 Severability. If any provision of this Agreement shall be declared illegal, invalid, or unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this Agreement (to the extent permitted by law) and in any event such illegality, invalidity or unenforceability shall not affect the remainder hereof.

12.05 Entire Agreement. This Agreement and exhibits attached hereto constitute the entire Agreement of the Partners and supersede all prior written agreements and prior and contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

12.06 Rules of Construction. When the context in which words are used in the Agreement indicates that such is the intent, words in the singular number shall include the plural and the masculine gender shall include the neuter or female gender as the context may require. Unless the context otherwise indicates, references to particular Articles and Sections are references to Articles and Sections of this Agreement.

12.07 Headings. The Article headings or sections in this Agreement are for convenience only and shall not be used in construing the scope of this Agreement or any particular Article.

12.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

12.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the General Partner and Limited Partners identified below have affixed their signatures to this Agreement of Limited Partnership, as of October 5, 2015 to witness and evidence its adoption pursuant to the provisions of Section 17-211(g) of the Act.

GENERAL PARTNER:

UDR, INC. a Maryland corporation

By: /s/ Warren L. Troupe

Warren L. Troupe,

Senior Executive Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

LIMITED PARTNERS:

UDR, INC.

a Maryland corporation

By: /s/ Warren L. Troupe

Warren L. Troupe,

Senior Executive Vice President

UNITED DOMINION REALTY, L.P.,

a Delaware limited partnership

By: UDR, INC.,

a Maryland corporation,

its General Partner

By: /s/ Warren L. Troupe

Warren L. Troupe

Senior Executive Vice President

UDR TEXAS PROPERTIES LLC,
a Delaware limited liability company

By: UDR, INC.,
a Maryland corporation,
its General Partner

By: /s/ Warren L. Troupe

Warren L. Troupe

Senior Executive Vice President

EXHIBIT A

EXHIBIT B

NOTICE OF EXERCISE OF REDEMPTION RIGHT

In accordance with Section 8.05 of the Agreement of Limited Partnership (the “**Agreement**”) of UDR Lighthouse DownREIT L.P., the undersigned hereby irrevocably (i) presents for redemption _____ Partnership Units in UDR Lighthouse DownREIT L.P., in accordance with the terms of the Agreement and the Redemption Right referred to in Section 8.05 thereof, (ii) surrenders such Partnership Units and all right, title and interest therein, and (iii) directs that the Cash Amount or REIT Shares Amount (as defined in the Agreement) as determined by the General Partner deliverable upon exercise of the Redemption

Right be delivered to the address specified below, and if REIT Shares (as defined in the Agreement) are to be delivered, such REIT Shares be registered or placed in the name(s) and at the address(es) specified below.

Dated: _____, _____

Name of Limited Partner:

(Signature of Limited Partner)

(Mailing Address)

(City) (State) (Zip Code)

Signature Guaranteed by:

If REIT Shares are to be issued, issue to:

Please insert social security or identifying number:

B-1

**FIRST AMENDMENT TO THE
AGREEMENT OF
LIMITED PARTNERSHIP OF UDR LIGHTHOUSE DOWNREIT L.P.**

This First Amendment to the Agreement of Limited Partnership of UDR Lighthouse DownREIT L.P. dated as of October 6, 2015 (this “Amendment”), is being executed by UDR, Inc., a Maryland corporation (the “Company”), as the general partner of UDR Lighthouse DownREIT L.P., a Delaware limited partnership (the “Partnership”), pursuant to the authority conferred upon the General Partner by Section 11.01 of the Agreement of Limited Partnership of UDR Lighthouse DownREIT L.P., dated as of October 5, 2015, as amended and/or supplemented from time to time (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, Home Properties, L.P. has contributed certain property to the Partnership in exchange for Partnership Units, and the General Partner desires to enter into this Amendment to memorialize the Partnership Units issued to Home Properties, L.P.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(1)The Agreement is hereby amended by deleting in its entirety Exhibit A attached to the Agreement and replacing and substituting in lieu thereof Exhibit A attached hereto, which shall be attached to and made a part of the Agreement.

(2)Except as specifically amended hereby, the terms, covenants, provisions and conditions of the Agreement shall remain unmodified and continue in full force and effect and, except as amended hereby, all of the terms, covenants, provisions and conditions of the Agreement are hereby ratified and confirmed in all respects.

(3)This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signature appears on next page.]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

UDR, INC.,
a Maryland corporation

By: /s/ Warren L. Troupe
Warren L. Troupe
Senior Executive Vice President

SECOND AMENDMENT TO THE

AGREEMENT OF

LIMITED PARTNERSHIP OF UDR LIGHTHOUSE DOWNREIT L.P.

This Second Amendment to the Agreement of Limited Partnership of UDR Lighthouse DownREIT, L.P. dated as of October 6, 2015 (this "Amendment"), is being executed by UDR, Inc., a Maryland corporation (the "Company"), as the general partner of UDR Lighthouse DownREIT L.P., a Delaware limited partnership (the "Partnership"), pursuant to the authority conferred upon the General Partner by Section 11.01 of the Agreement of Limited Partnership of UDR Lighthouse DownREIT, L.P., dated as of October 5, 2015, as amended by the First Amendment thereto, dated as of October 6, 2015, and as further amended and/or supplemented from time to time (the "Agreement"). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, Home Properties, L.P., a Limited Partner, has transferred and assigned certain Partnership Units previously issued to it to the Redeeming Partnership Unitholders (as defined in the Contribution Agreement) and has delivered notice of such assignment to the Partnership; and

WHEREAS, the General Partner desires to enter into this Amendment to memorialize the transfer and assignment of the Partnership Units by Home Properties, L.P. to the Redeeming Partnership Unitholders.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(1)The Agreement is hereby amended by deleting in its entirety Exhibit A attached to the Agreement and replacing and substituting in lieu thereof Exhibit A attached hereto, which shall be attached and made a part of the Agreement.

(2)The General Partner hereby waives any and all requirements of Section 9.02 of the Agreement in connection with the transfer of the Partnership Units by Home Properties, L.P. to the Redeeming Partnership Unitholders listed on Schedule 1 attached to the replacement Exhibit A attached hereto. The General Partner further agrees that each Redeeming Partnership Unitholder to whom Home Properties, L.P. has transferred Partnership Units as listed on Schedule 1 attached to replacement Exhibit A attached hereto is admitted as a Limited Partner, in substitution for Home Properties, L.P. with respect to those Partnership Units.

(3)Except as specifically amended hereby, the terms, covenants, provisions and conditions of the Agreement shall remain unmodified and continue in full force and effect and, except as amended hereby, all of the terms, covenants, provisions and conditions of the Agreement are hereby ratified and confirmed in all respects.

(4)This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

UDR, INC. a Maryland corporation

By: /s/ Warren L. Troupe

**THIRD AMENDMENT TO THE
AGREEMENT OF
LIMITED PARTNERSHIP OF UDR LIGHTHOUSE DOWNREIT L.P.**

This Third Amendment to the Agreement of Limited Partnership of UDR Lighthouse DownREIT L.P. dated as of October 8, 2015 (this “Amendment”), is being executed by UDR, Inc., a Maryland corporation (the “Company”), as the general partner of UDR Lighthouse DownREIT L.P., a Delaware limited partnership (the “Partnership”), pursuant to the authority conferred upon the General Partner by Section 11.01 of the Agreement of Limited Partnership of UDR Lighthouse DownREIT L.P., dated as of October 5, 2015, as amended by the First Amendment thereto, dated as of October 6, 2015 (the “First Amendment”), and the Second Amendment thereto, dated as of October 6, 2015 (the “Second Amendment”), and as further amended and/or supplemented from time to time (the “Agreement”). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, the Partnership has issued certain Partnership Units to Home Properties, L.P. as memorialized in the First Amendment, and Home Properties, L.P. has transferred and assigned certain of such Partnership Units to the Redeeming Partnership Unitholders (as defined in the Contribution Agreement) as memorialized in the Second Amendment; and

WHEREAS, the Company has acquired from Home Properties, L.P. all of the remaining Partnership Units held in the name of Home Properties, L.P.; and

WHEREAS, the General Partner desires to enter into this Amendment to memorialize the acquisition by the Company of such Partnership Units from Home Properties, L.P.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(1)The Agreement is hereby amended by deleting in its entirety Exhibit A attached to the Agreement and replacing and substituting in lieu thereof Exhibit A attached hereto, which shall be attached to and made a part of the Agreement.

(2)The General Partner hereby waives any and all requirements of Section 9.02 in connection with the transfer of the Partnership Units by Home Properties, L.P. to the Company. The General Partner further agrees that the Company is admitted as a Limited Partner, in substitution for Home Properties, L.P., with respect to those Partnership Units.

(3)Except as specifically amended hereby, the terms, covenants, provisions and conditions of the Agreement shall remain unmodified and continue in full force and effect and, except as amended hereby, all of the terms, covenants, provisions and conditions of the Agreement are hereby ratified and confirmed in all respects.

(4) This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signatures appear on next page.]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

UDR, INC.,

a Maryland corporation

By: /s/ Warren L. Troupe

Warren L. Troupe

Senior Executive Vice President

[\(Back To Top\)](#)

Section 4: EX-10.22 (EXHIBIT 10.22)

Exhibit 10.22

CLASS 1 LTIP UNIT AWARD AGREEMENT

under the

UDR, INC.

1999 LONG-TERM INCENTIVE PLAN

(AS AMENDED AND RESTATED DECEMBER 4, 2015)

Grantee:

[Name]

Number of Class 1 LTIP	[Units]
Units:	_____
Date of Grant:	[Date]

Vesting Commencement	[Date]
Date:	_____

1. Grant of Class 1 LTIP Units. Pursuant to the UDR, Inc. 1999 Long-Term Incentive Plan, as amended (the “Plan”), in consideration of the agreement by the Grantee named above (the “Grantee”) to provide services to or for the benefit of United Dominion Realty, L.P. (the “Partnership”), the Partnership hereby (a) grants to the Grantee, as additional compensation for such services, and subject to the restrictions and the other terms and conditions set forth in the Plan and in this Class 1 LTIP Unit Award Agreement (this “Agreement”), the number of Class 1 LTIP Units indicated above (the “Class 1 LTIP Units”), and (b) if not already a Partner, admits the Grantee as a Partner of the Partnership on the terms and conditions set forth herein, in the Plan and in the Partnership Agreement. The Partnership and the Grantee acknowledge and agree that the Class 1 LTIP Units are hereby issued to the Grantee for the performance of services to or for the benefit of the Partnership in his or her capacity as a Partner or in anticipation of the Grantee becoming a Partner. To the extent not an existing Partner, the Grantee shall be admitted to the Partnership as an additional Limited Partner with respect to the Class 1 LTIP Units only upon the satisfactory completion of the applicable requirements set forth in the Partnership Agreement, including the requirements set forth in Section 4 of Exhibit H to the Partnership Agreement. At the request of the Partnership, the Grantee shall execute the Partnership Agreement or a joinder or counterpart signature page thereto. The Grantee acknowledges that the Partnership may from time to time issue or cancel (or otherwise modify) LTIP Units in accordance with the terms of the Partnership Agreement. The Class 1 LTIP Units shall have the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth herein, in the Plan and in the Partnership Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Plan and/or the Partnership Agreement, as applicable.

2. Vesting of Class 1 LTIP Units. Subject to Section 3 below, unless the vesting under this Agreement is accelerated in accordance with Article 14 of the Plan, 100% of the Class 1 LTIP Units subject to this Agreement shall vest and cease to be subject to the restrictions set forth in Section 3 on the first anniversary of the Vesting Commencement Date set forth above.

3. Restrictions. The Class 1 LTIP Units are subject to each of the following restrictions. “Restricted Units” means those Class 1 LTIP Units that are subject to the restrictions imposed hereunder which restrictions have not then expired or terminated. Without the consent of the Committee (which it may give or withhold in its sole discretion), Restricted Units may not be sold, transferred, exchanged, redeemed, assigned, pledged, hypothecated or otherwise encumbered (collectively, “Transferred”). If the Grantee’s service with UDR, Inc. (the “Company”) or any Parent or Subsidiary terminates for any reason other than as set forth in paragraph

(a) or (b) of Section 4 hereof, all Restricted Units will automatically and without any further action thereupon be cancelled and forfeited without payment of any consideration therefor, and the Grantee shall have no further right, title or interest in and to the Restricted Units. No Class 1 LTIP Units which have not vested as of the date of the Grantee's termination of service shall thereafter become vested unless otherwise determined by the Committee, in its sole discretion.

The restrictions imposed under this Section 3 shall apply to all securities issued with respect to Restricted Units hereunder in connection with any merger, reorganization, consolidation, re-capitalization, stock dividend, unit distribution or other change in corporate structure affecting the common stock of the Company or the Partnership Units of the Partnership.

4. Expiration and Termination of Restrictions. The restrictions imposed under Section 3 will expire on the earliest to occur of the following:

(a) On the date of termination of the Grantee's service with the Company or any Parent or Subsidiary because of his or her death or Disability; or

(b) On the date specified by the Committee or as otherwise established in the Plan in the event of an acceleration of vesting under Article 14 of the Plan (including, without limitation, upon retirement or the occurrence of a Change of Control, as defined in the Plan).

5. Delivery of Units. The Class 1 LTIP Units will be registered in the name of the Grantee as Restricted Units and may be held by the Company or the Partnership prior to the lapse of the restrictions thereon as provided in Section 2 or 4 hereof (the "Restricted Period"). Any certificate for Class 1 LTIP Units issued during the Restricted Period shall be registered in the name of the Grantee and shall bear a legend in substantially the following form:

THIS CERTIFICATE AND THE UNITS REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE AND RESTRICTIONS AGAINST TRANSFER) CONTAINED IN A CLASS 1 LTIP UNIT AWARD AGREEMENT DATED [DATE] BETWEEN THE REGISTERED OWNER OF THE UNITS REPRESENTED HEREBY, UDR, INC. AND UNITED DOMINION REALTY, L.P. RELEASE FROM SUCH TERMS AND CONDITIONS SHALL BE MADE ONLY IN ACCORDANCE WITH THE PROVISIONS OF SUCH AGREEMENT, COPIES OF WHICH ARE ON FILE IN THE OFFICE OF UDR, INC.

At the Company's or the Partnership's request, the Grantee hereby agrees to promptly execute, deliver and return to the Partnership any and all documents or certificates that the Company or the Partnership deems necessary or desirable to effectuate the cancellation and forfeiture of the Restricted Units, or to effectuate the transfer or surrender of such Restricted Units to the Partnership. In addition, if requested, the Grantee shall deposit with the Company or the Partnership, a stock/unit power, or powers, executed in blank and sufficient to re-convey the Restricted Units to the Company or the Partnership upon termination of the Grantee's service during the Restricted Period, in accordance with the provisions of this Agreement.

6. Covenants, Representations and Warranties. The Grantee hereby represents, warrants, covenants, acknowledges and agrees on behalf of the Grantee and his or her spouse, if applicable, that:

(a) *Investment.* The Grantee is holding the Class 1 LTIP Units for the Grantee's own account, and not for the account of any other person or entity. The Grantee is holding the Class 1 LTIP Units for investment and not with a view to distribution or resale thereof except in compliance with applicable laws regulating securities.

(b) *Relation to the Partnership.* The Grantee is presently a director of the Company, which is the sole general partner of the Partnership, or is otherwise providing services to or for the benefit of the Partnership, and in such capacity has become personally familiar with the business of the Partnership.

(c) *Access to Information.* The Grantee has had the opportunity to ask questions of, and to receive answers from, the Partnership with respect to the terms and conditions of the transactions contemplated hereby and with respect to the business, affairs, financial conditions, and results of operations of the Partnership.

(d) *Registration.* The Grantee understands that the Class 1 LTIP Units have not been registered under the 1933 Act, and the Class 1 LTIP Units cannot be transferred by the Grantee unless such transfer is registered under the 1933 Act or an exemption from such registration is available. The Partnership has made no agreements, covenants or undertakings whatsoever to register the transfer of the Class 1 LTIP Units under the 1933 Act. The Partnership has made no representations, warranties, or covenants whatsoever as to whether any exemption from the 1933 Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the 1933 Act, will be available. If an exemption under Rule 144 is available at all, it will not be available until at least six (6) months after the grant of the Class 1 LTIP Units and then not unless the terms and conditions of Rule 144 have been satisfied.

(e) *Public Trading.* None of the Partnership's securities are presently publicly traded, and the Partnership has made no representations, covenants or agreements as to whether there will be a public market for any of its securities.

(f) *Tax Advice.* The Partnership has made no warranties or representations to the Grantee with respect to the income tax consequences of the transactions contemplated by this Agreement (including, without limitation, with respect to the decision of whether to make an

election under Section 83(b) of the Code), and the Grantee is in no manner relying on the Partnership or its representatives for an assessment of such tax consequences. Grantee hereby recognizes that the Internal Revenue Service has proposed regulations under Sections 83 and 704 of the Code that may affect the proper treatment of the LTIP Units for federal income tax purposes. In the event that those proposed regulations or similar regulations become final or temporary regulations, the Grantee hereby agrees to cooperate with the Partnership in amending this Agreement and the Partnership Agreement, and to take such other action as may be required, to conform to such regulations. Grantee hereby further recognizes that the U.S. Congress is considering legislation

that would change the federal tax consequences of acquiring, owning and disposing of LTIP Units. The Grantee is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her ownership of the Class 1 LTIP Units.

7. Class 1 LTIP Units Subject to Partnership Agreement; Restrictions on Transfer. The Class 1 LTIP Units are subject to the terms of the Plan and the terms of the Partnership Agreement, including, without limitation, the restrictions on transfer of Units (including, without limitation, Class 1 LTIP Units) set forth in Article 9 of the Partnership Agreement. Any permitted transferee of the Class 1 LTIP Units shall take such Class 1 LTIP Units subject to the terms of the Plan, this Agreement, and the Partnership Agreement. Any such permitted transferee must, upon the request of the Partnership, agree to be bound by the Plan, the Partnership Agreement, and this Agreement, and shall execute the same on request, and must agree to such other waivers, limitations, and restrictions as the Partnership or the Company may reasonably require. Any Transfer of the Class 1 LTIP Units which is not made in compliance with the Plan, the Partnership Agreement and this Agreement shall be null and void and of no effect. Notwithstanding any other provision of this Agreement, without the consent of the Committee (which it may give or withhold in its sole discretion), the Grantee shall not convert the Class 1 LTIP Units into Partnership Common Units, or Transfer the Class 1 LTIP Units (whether vested or unvested), including by means of a redemption of such Class 1 LTIP Units by the Partnership, until the earlier of (i) the occurrence of, and in connection with, a Change of Control (or such earlier time as is necessary in order for the Grantee to participate in such Change of Control transaction with respect to the Class 1 LTIP Units and receive the consideration payable with respect thereto in connection with such Change of Control) and (ii) the expiration of the two (2) year period following the Date of Grant set forth above, other than by will or the laws of descent and distribution.

8. Capital Account. The Grantee shall make no contribution of capital to the Partnership in connection with the issuance of the Class 1 LTIP Units and, as a result, the Grantee's Capital Account balance in the Partnership immediately after his or her receipt of the Class 1 LTIP Units shall be equal to zero, unless the Grantee was a Partner in the Partnership prior to such issuance, in which case the Grantee's Capital Account balance shall not be increased as a result of his or her receipt of the Class 1 LTIP Units.

9. Stop Transfer Notices. In order to ensure compliance with the restrictions on transfer set forth in this Agreement, the Plan or the Partnership Agreement, the Company and the Partnership may issue appropriate "stop transfer" instructions to its transfer agent, if any, and, if the Company or the Partnership transfers its own securities, it may make appropriate notations to the same effect in its own records.

10. Refusal to Transfer. The Partnership shall not be required (a) to transfer on its books any Restricted Units that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (b) to treat as owner of such Restricted Units or to accord the right to vote or make distributions to any purchaser or other transferee to whom such Restricted Units shall have been so transferred.

11. Restrictions on Public Sale by the Grantee. To the extent not inconsistent with applicable law, the Grantee agrees not to effect any sale or distribution of the Class 1 LTIP Units or any similar security of the Company or the Partnership, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the 1933 Act, during

the fourteen (14) days prior to, and for a period of up to 180 days beginning on, the date of the pricing of any public or private debt or equity securities offering by the Company or the Partnership (except as part of such offering), if and to the extent requested in writing by the Partnership or the Company in the case of a non-underwritten public or private offering or if and to the extent requested in writing by the managing underwriter or underwriters (or initial purchaser or initial purchasers, as the case may be) and consented to by the Partnership or the Company, which consent may be given or withheld in the Partnership's or the Company's sole and absolute discretion, in the case of an underwritten public or private offering (such agreement to be in the form of a lock-up agreement provided by the Company, the Partnership, managing underwriter or underwriters, or initial purchaser or purchasers as the case may be).

12. Conformity to Securities Laws. The Grantee acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of all applicable federal and state laws, rules and regulations (including, but not limited to, the 1933 Act and the 1934 Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation the applicable exemptive conditions of Rule 16b-3 of the 1934 Act) and to such approvals by any listing, regulatory or other governmental authority as may, in the opinion of counsel for the Partnership or the Company, be necessary or advisable in connection therewith. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the award of Class 1 LTIP Units is made, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan, this Agreement and this award of Class 1 LTIP Units shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

13. No Right of Continued Service. Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Parent or Subsidiary to terminate the Grantee's service at any time, nor confer upon the Grantee any right to continue in the service of the Company or any Parent or Subsidiary.

14. Payment of Taxes.

(a) The Grantee covenants that the Grantee shall make a timely election under Section 83(b) of the Code (and any comparable election in the state of the Grantee's residence) with respect to the Class 1 LTIP Units, and the Partnership hereby consents to the making of such election(s). In connection with such election, the Grantee and the Grantee's spouse, if applicable, shall promptly provide a copy of such election to the Partnership. A form of election under Section 83(b) of the Code is attached hereto as Exhibit A. The Grantee represents that the Grantee has

consulted any tax advisor(s) that the Grantee deems advisable in connection with the filing of an election under Section 83(b) of the Code and similar state tax provisions. The Grantee acknowledges that it is the Grantee's sole responsibility and not the Company's or the Partnership's to timely file an election under Section 83(b) of the Code (and any comparable state election), even if the Grantee requests that the Company, the Partnership or any representative thereof make such filing on the Grantee's behalf. The Grantee should consult his or her tax advisor to determine if there is a comparable election to file in the state of his or her residence.

(b) The Grantee will, no later than the date as of which any amount related to the Class 1 LTIP Units first becomes includable in the Grantee's gross income for federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee regarding payment of, any federal, state and local taxes of any kind required by law to be withheld with respect to such amount. For the avoidance of doubt, the Grantee may satisfy such payment by permitting the Company or the Partnership to reduce the number of Class 1 LTIP Units by an amount sufficient to satisfy the minimum amount (and not any greater amount) required to be withheld for tax purposes. The obligations of the Company and the Partnership under this Agreement will be conditional on such payment or arrangements, and the Company, and, where applicable, its Subsidiaries will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Grantee.

15.Profits Interests. The Partnership and the Grantee intend that (i) the Class 1 LTIP Units be treated as "profits interests" as defined in Internal Revenue Service Revenue Procedure 93-27, as clarified by Revenue Procedure 2001-43, (ii) the issuance of such units not be a taxable event to the Partnership or the Grantee as provided in such revenue procedures, and (iii) the Partnership Agreement, the Plan and this Agreement be interpreted consistently with such intent. In furtherance of such intent, effective immediately prior to the issuance of the Class 1 LTIP Units, the Partnership may revalue all Partnership assets to their respective gross fair market values, and make the resulting adjustments to the Capital Accounts of the Partners, in each case, as set forth in the Partnership Agreement.

16.Ownership Information. The Grantee hereby covenants that so long as the Grantee holds any Class 1 LTIP Units, at the request of the Partnership, the Grantee shall disclose to the Partnership in writing such information relating to the Grantee's ownership of the Class 1 LTIP Units as the Partnership reasonably believes to be necessary or desirable to ascertain in order to comply with the Code or the requirements of any other appropriate taxing authority.

17.Grantee's Covenant. The Grantee hereby agrees to use his best efforts to provide services to the Company in a workmanlike manner and to promote the Company's interests.

18.Amendment. The Committee may amend, modify or terminate this Agreement without approval of the Grantee; provided, however, that such amendment, modification or termination shall not, without the Grantee's consent, reduce or diminish the value of this award determined as if it had been fully vested on the date of such amendment or termination.

19.Plan Controls. The terms contained in the Plan are incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall be controlling and determinative.

20.Successors. This Agreement shall be binding upon any successor of the Company or the Partnership, in accordance with the terms of this Agreement and the Plan.

21. Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable, the other provisions of this Agreement will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

22. Notice. Notices and communications under this Agreement must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company or the Partnership must be addressed to:

UDR, Inc.
1745 Shea Center Dr., Suite 200
Highlands Ranch, Colorado 80129
Attn: Corporate Secretary

or any other address designated by the Company or the Partnership in a written notice to the Grantee. Notices to the Grantee will be directed to the address of the Grantee then currently on file with the Company, or at any other address given by the Grantee in a written notice to the Company.

23. Dispute Resolution. The provisions of this Section 23 shall be the exclusive means of resolving disputes arising out of or relating to the Plan and this Agreement. The Company, the Grantee, and the Grantee's assignees (the "parties") shall attempt in good faith to resolve any disputes arising out of or relating to the Plan and this Agreement by negotiation between individuals who have authority to settle the controversy. Negotiations shall be commenced by either party by notice of a written statement of the party's position and the name and title of the individual who will represent the party. Within thirty (30) days of the written notification, the parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to resolve the dispute. If the dispute has not been resolved by negotiation, the parties agree that any suit, action, or proceeding arising out of or relating to the Plan or this Agreement shall be brought in the United States District Court for the District of Colorado (or should such court lack jurisdiction to hear such action, suit or proceeding, in a state court in Colorado) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. **THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING.** If any one or more provisions of this Section 23 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

IN WITNESS WHEREOF, the Company, the Partnership and the Grantee have executed this Agreement and agree that the Class 1 LTIP Units are to be governed by the terms and conditions of this Agreement, the Partnership Agreement and the Plan.

By:

Name:

Title:

UNITED DOMINION REALTY, L.P.,

a Delaware limited partnership

By: UDR, Inc.,

a Maryland corporation, its General Partner

By:

Name: Warren L. Troupe

Title: Senior Executive Vice President

The Grantee acknowledges receipt of a copy of the Plan, the Partnership Agreement and this Agreement and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Class 1 LTIP Units subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Agreement, the Partnership Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement, the Partnership Agreement and the Plan. The Grantee hereby agrees that all disputes arising out of or relating to this Agreement and the Plan shall be resolved in accordance with Section 23 of this Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Agreement.

GRANTEE:

[Name]

Exhibit A

FORM OF SECTION 83(b) ELECTION

[Attached]

ELECTION PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

The undersigned hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in the undersigned’s gross income for the taxable year in which the property was transferred the excess (if any) of the fair market value of the property described below, over the amount the undersigned paid for such property, if any, and supplies herewith the following information in accordance with the Treasury regulations promulgated under Section 83(b):

1. The name, taxpayer identification number and address of the undersigned, and the taxable year for which this election is being made, are:

TAXPAYER’S NAME: _____

TAXPAYER’S SOCIAL SECURITY NUMBER: _____

ADDRESS: _____

TAXABLE YEAR: _____

The name, taxpayer identification number and address of the undersigned’s spouse are (complete if applicable):

SPOUSE’S NAME: _____

SPOUSE’S SOCIAL SECURITY NUMBER: _____

ADDRESS: _____

2. The property which is the subject of this election is <LTIPS_GRANTED> Class 1 LTIP Units (the “Units”) of United Dominion Realty, L.P. (the “Company”), representing an interest in the future profits, losses and distributions of the Company.

3. The date on which the above property was transferred to the undersigned was <GRANT_DATE>.

4. The above property is subject to the following restrictions: The Units are subject to forfeiture to the extent unvested upon a termination of service with the Company under certain circumstances. These restrictions lapse upon the satisfaction of certain conditions as set forth in an agreement between the taxpayer and the Company. In addition, the Units are subject to certain transfer restrictions pursuant to such agreement and the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P., as amended (or amended and restated) from time to time, should the taxpayer wish to transfer the Units.

5. The fair market value of the above property at the time of transfer (determined without regard to any restriction other than a nonlapse restriction as defined in § 1.83-3(h) of the Income Tax Regulations) was \$0.

6. The amount paid for the above property by the undersigned was \$0.

7. The amount to include in gross income is \$0.

The undersigned taxpayer will file this election with the Internal Revenue Service office with which taxpayer files his or her annual income tax return not later than 30 days after the date of transfer of the property. A copy of this election will be furnished to the person for whom the services were performed. Additionally, the undersigned will include a copy of the election with his or her income tax return for the taxable year in which the property is transferred. The undersigned is the person performing the services in connection with which the property was transferred.

Dated: _____

<GRANTEE NAME>

Dated: _____

<SPOUSE NAME>

A-2

[\(Back To Top\)](#)

Section 5: EX-10.23 (EXHIBIT 10.23)

Exhibit 10.23

UDR, INC.

1999 LONG-TERM INCENTIVE PLAN

NOTICE OF CLASS 2 LTIP UNIT AWARD

Grantee's Name and Address:

In consideration of the agreement by the Grantee named above (the "Grantee") to provide services to or for the benefit of United Dominion Realty, L.P. (the "Partnership"), the Partnership hereby grants to the Grantee an award of Class 2 LTIP Units (the "Award"), subject to the terms and conditions of this Notice of Class 2 LTIP Unit Award (the "Notice"), the UDR, Inc. 1999 Long-Term Incentive Plan, as amended from time to time (the "Plan"), the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P., as amended from time to time (the "Partnership Agreement") and the Class 2 LTIP Unit Agreement (including Appendix A thereto) attached hereto (the "Agreement"). Unless otherwise provided herein, the capitalized terms in this Notice shall have the same meaning as those defined in the Plan, the Partnership Agreement and/or the Agreement, as applicable.

Award Number

Date of Award

Total Number of Class 2 LTIP Units

Awarded (the "Class 2 LTIP Units")

Vesting Schedule:

Subject to the Grantee's continuing employment, except as set forth below, and other limitations set forth in this Notice, the Agreement, the Partnership Agreement and the Plan, the Class 2 LTIP Units will vest only to the extent the established metrics set forth in the Agreement are met for the applicable performance periods set forth in the Agreement. If the Grantee would become vested in a fraction of a Class 2 LTIP Unit, such Class 2 LTIP Unit shall not vest until the Grantee becomes vested in the entire Class 2 LTIP Unit.

Except as otherwise set forth in the Plan, except Section 14.9 thereof, the Agreement or as determined by the Committee, in its sole discretion, vesting shall cease upon the date the Grantee's employment is terminated for any reason, and no Unvested Units shall thereafter become vested. In the event the Grantee's employment is terminated for any reason, and the Class 2 LTIP Units do not otherwise vest, then all Unvested Units held by the Grantee immediately upon such termination of the Grantee's employment shall automatically and without any further action thereupon be cancelled and forfeited without payment of any consideration therefor, and the Grantee shall have no further right, title or interest in or to the Unvested Units.

IN WITNESS WHEREOF, the Company, the Partnership and the Grantee have executed this Notice and agree that the Award is to be governed by the terms and conditions of this Notice, the Plan, the Partnership Agreement and the Agreement.

UDR, Inc.,

a Maryland corporation

By:

Warren L. Troupe

Senior Executive Vice President

Date:

United Dominion Realty, L.P.,

a Delaware limited partnership

By: UDR, Inc., a Maryland corporation

By:

Warren L. Troupe

Senior Executive Vice President

Date:

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE CLASS 2 LTIP UNITS SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S EMPLOYMENT OR AS OTHERWISE SPECIFICALLY PROVIDED HEREIN (NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED THIS AWARD). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AGREEMENT, THE PARTNERSHIP AGREEMENT NOR IN THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO CONTINUATION OF THE GRANTEE'S EMPLOYMENT, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE GRANTEE'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

GRANTEE:

[Name]

2

Award Number: _____

UDR, INC.

1999 LONG-TERM INCENTIVE PLAN

CLASS 2 LTIP UNIT AGREEMENT

1. Issuance of Class 2 LTIP Units. In consideration of the agreement by the Grantee to provide services to or for the benefit of the Partnership, the Partnership hereby (a) issues to the Grantee an award (the "Award") of the Total Number of Class 2 LTIP Units set forth in the Notice of Class 2 LTIP Unit Award (the "Notice") to which this Class 2 LTIP Unit Agreement (this "Agreement") is attached (the "Class 2 LTIP Units"), subject to the terms and provisions of the Notice, this Agreement, the Partnership Agreement and the Plan, and (b) if not already a Partner, admits the Grantee as a Partner of the Partnership on the terms and conditions set forth in the Notice, this Agreement, the Partnership Agreement and the Plan. The Partnership and the Grantee acknowledge and agree that the Class 2 LTIP Units are hereby issued to the Grantee for the performance of services to or for the benefit of the Partnership in his or her capacity as a Partner or in anticipation of the Grantee becoming a Partner. To the extent not an existing Partner, the Grantee shall be admitted to the Partnership as an additional Limited Partner with respect to the Class 2 LTIP Units only upon the satisfactory completion of the applicable requirements set forth in the Partnership Agreement, including the requirements set forth in Section 4 of Exhibit H to the Partnership Agreement. At the request of the Partnership, the Grantee shall execute the Partnership Agreement or a joinder or counterpart signature page thereto. The Grantee acknowledges that the Partnership may from time to time issue or cancel (or otherwise modify) LTIP Units in accordance with the terms of the Partnership Agreement. The Class 2 LTIP Units shall have the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth in the Notice, this Agreement, the Plan and the Partnership Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below. Certain capitalized terms used herein shall have the meanings set forth on Appendix A attached hereto. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Notice, the Plan and/or the Partnership Agreement, as applicable.

(a)“**Apartment Peer Group**” shall have the meaning set forth on Appendix A attached hereto.

(b)“**Apartment Peer Group Median TSR**” means the median TSR of the companies constituting the Apartment Peer Group for the Relative TSR Performance Period.

(c)“**Base Units**” means the number of Class 2 LTIP Units designated as Base Units on Appendix A attached hereto.

(d)“**Company FFO as Adjusted**” means the Company’s “FFO as Adjusted” as reported in the Company’s quarterly earnings release(s).

(e)“**FFO as Adjusted Base Units**” means the number of Base Units designated as FFO as Adjusted Base Units on Appendix A attached hereto.

(f)“**FFO as Adjusted Distribution Equivalent Units**” means, with respect to the FFO as Adjusted Performance Period, a number of Class 2 LTIP Units equal to the number of additional shares

of Stock implied by an assumed reinvestment since the Date of Award of all dividends that would have been payable on that number of shares of Stock equal to the number of Class 2 LTIP Units that become FFO as Adjusted Vested Base Units as of the completion of the FFO as Adjusted Performance Period, net of the amount of any distributions made by the Partnership pursuant to Section 5.02 of the Partnership Agreement and Section 7(a) of Exhibit H to the Partnership Agreement to the Grantee during the corresponding period in respect of one-third ($\frac{1}{3}$) of the Total Number of Class 2 LTIP Units set forth in the Notice (such net amount to be calculated on a quarterly basis).

(g)“**FFO as Adjusted Performance Period**” means the FFO as Adjusted Performance Period set forth on Appendix A attached hereto.

(h)“**FFO as Adjusted Performance Vested Units**” means (x) the FFO as Adjusted Performance Vested Base Units, plus (y) the FFO as Adjusted Distribution Equivalent Units.

(i)“**FFO as Adjusted Performance Vesting Percentage**” means the percentage determined as set forth on Appendix A attached hereto, which is a function of the Company FFO as Adjusted during the FFO as Adjusted Performance Period.

(j)“**FFO as Adjusted Vested Base Units**” means the product of (i) the total number of FFO as Adjusted Base Units, and (ii) the applicable FFO as Adjusted Performance Vesting Percentage.

(k)“**Relative TSR Base Units**” means the number of Base Units designated as Relative TSR Base Units on Appendix A attached hereto.

(l)“**Relative TSR Distribution Equivalent Units**” means, with respect to the Relative TSR Performance Period, a number of Class 2 LTIP Units equal to the number of additional shares of Stock implied by an assumed reinvestment since the Date of Award of all dividends that would have been payable on that number of shares of Stock equal to the number of Class 2 LTIP Units that become Relative TSR Vested Base Units as of the completion of the Relative TSR Performance Period, net of the amount of any distributions made by the Partnership pursuant to Section 5.02 of the Partnership Agreement and Section 7(a) of Exhibit H to the Partnership Agreement to the Grantee during the corresponding period in respect of two-thirds ($\frac{2}{3}$) of the Total Number of Class 2 LTIP Units set forth in the Notice (such net amount to be calculated on a quarterly basis).

(m)“**Relative TSR Performance Period**” means the Relative TSR Performance Period set forth on Appendix A attached hereto.

(n)“**Relative TSR Performance Vested Units**” means (x) the Relative TSR Vested Base Units, plus (y) the Relative TSR Distribution Equivalent Units.

(o)“**Relative TSR Performance Vesting Percentage**” means the percentage determined as set forth on Appendix A attached hereto, which is a function of the Company’s achievement of the TSR Metric during the Relative TSR Performance Period.

(p)“**Relative TSR Vested Base Units**” means the product of (i) the total number of Relative TSR Base Units, and (ii) the applicable Relative TSR Performance Vesting Percentage.

(q)“**Restrictions**” means the exposure to forfeiture set forth in the Notice and Sections 4(a) and (b) hereof, and the restrictions on sale or other transfer set forth in Section 3 hereof.

(r)“**TSR**” shall have the meaning set forth on Appendix A attached hereto.

(s)“**TSR Metric**” means the measurement of the Company’s relative TSR versus the TSR of the Apartment Peer Group, calculated as set forth on Appendix A attached hereto.

(t)“**Unvested Unit**” means any Class 2 LTIP Unit that has not become fully vested pursuant to Section 4 hereof and remains subject to the Restrictions.

3.Class 2 LTIP Units Subject to Partnership Agreement; Transfer Restrictions. The Class 2 LTIP Units are subject to the terms of the Plan and the terms of the Partnership Agreement, including, without limitation, the restrictions on transfer of Units (including, without limitation, Class 2 LTIP Units) set forth in Article 9 of the Partnership Agreement. Any permitted transferee of the Class 2 LTIP Units shall take such Class 2 LTIP Units subject to the terms of the Plan, this Agreement, the Notice and the Partnership Agreement. Any such permitted transferee must, upon the request of the Partnership, agree to be bound by the Plan, the Partnership Agreement, the Notice and this Agreement, and shall execute the same on request, and must agree to such other waivers, limitations, and restrictions as the Partnership or the Company may reasonably require. Any sale, transfer, exchange, redemption, assignment, pledge, hypothecation or other encumbrance (each, a “Transfer”) of the Class 2 LTIP Units which is not made in compliance with the Plan, the Partnership Agreement, the Notice and this Agreement shall be null and void and of no effect. Notwithstanding any other provision of this Agreement, without the consent of the Committee (which it may give or withhold in its sole discretion), the Grantee shall not convert the Class 2 LTIP Units into Partnership Common Units, or Transfer the Class 2 LTIP Units (whether vested or unvested), including by means of a redemption of such Class 2 LTIP Units by the Partnership, until the earlier of (i) the occurrence of, and in connection with, a Change of Control (or such earlier time as is necessary in order for the Grantee to participate in such Change of Control transaction with respect to the Class 2 LTIP Units and receive the consideration payable with respect thereto in connection with such Change of Control) and (ii) the expiration of the two (2) year period following the Date of Award set forth in the Notice, other than by will or the laws of descent and distribution.

4.Performance Vesting.

(a)FFO as Adjusted Units. As soon as reasonably practicable (but in no event more than 60 days) following the completion of the FFO as Adjusted Performance Period, the Committee shall determine the Company FFO as Adjusted, the FFO as Adjusted Performance Vesting Percentage, the number of FFO as Adjusted Distribution Equivalent Units, and the number of Class 2 LTIP Units granted hereby that have become FFO as Adjusted Vested Base Units and FFO as Adjusted Performance Vested Units, in each case as of the completion of the FFO as Adjusted Performance Period. Upon such determination by the Committee (the “FFO Determination Date”), the Restrictions set forth in the Notice and Section 3 above shall lapse with respect to fifty-percent (50%) of the FFO as Adjusted Performance Vested Units and such FFO as Adjusted Performance Vested Units shall become fully vested subject to Grantee’s continued status as a Service Provider through the Determination Date, except as provided in the Plan, except Section 14.9 thereof, this Agreement or as otherwise determined by the Committee, in its sole discretion. The Restrictions set forth in the Notice and Section 3 above shall lapse with respect to the remaining fifty-percent (50%) of the FFO as Adjusted Performance Vested Units and such FFO as Adjusted Performance Vested Units shall become fully vested on the first anniversary of the FFO Determination Date, subject to Grantee’s continued employment through such date, except as provided in the Plan, except Section 14.9 thereof, this Agreement or as otherwise determined by the Committee, in its sole discretion. Any FFO as Adjusted Base Units granted hereby which have not become FFO as Adjusted Performance Vested Base Units as of the FFO Determination Date will automatically be cancelled and forfeited without payment of any consideration therefor, and the Grantee shall have no further right to or interest in such FFO as Adjusted Base Units.

(b)Relative TSR Units. As soon as reasonably practicable (but in no event more than 60 days) following the completion of the Relative TSR Performance Period, the Committee shall determine the Company's TSR, the Apartment Peer Group Median TSR, the extent to which the TSR Metric has been achieved, the Relative TSR Performance Vesting Percentage, the number of Relative TSR Distribution Equivalent Units, and the number of Class 2 LTIP Units granted hereby that have become Relative TSR Vested Base Units and Relative TSR Performance Vested Units, in each case as of the completion of the Relative TSR Performance Period. Upon such determination by the Committee (the "TSR Determination Date"), the Restrictions set forth in the Notice and Section 3 above shall lapse with respect to the Relative TSR Performance Vested Units and such Relative TSR Performance Vested Units shall become fully vested, subject to Grantee's continued employment through such vesting date, except as provided in the Plan, except Section 14.9 thereof, this Agreement or as otherwise determined by the Committee, in its sole discretion. Any Relative TSR Base Units granted hereby which have not become Relative TSR Performance Vested Units as of the [TSR Determination Date], and any Class 2 LTIP Units granted hereby which have not become FFO as Adjusted Performance Vested Units or Relative TSR Performance Vested Units as of the [TSR Determination Date], will automatically be cancelled and forfeited without payment of any consideration therefor, and the Grantee shall have no further right to or interest in such Relative TSR Base Units or other Class 2 LTIP Units.

5.Delivery of Units. The Class 2 LTIP Units will be registered in the name of the Grantee and may be held by the Company or the Partnership prior to the vesting of such Class 2 LTIP Units as provided in the Notice and this Agreement (the "Restricted Period"). Any certificate for Class 2 LTIP Units issued during the Restricted Period shall be registered in the name of the Grantee and shall bear a legend in substantially the following form:

THIS CERTIFICATE AND THE CLASS 2 LTIP UNITS REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE AND RESTRICTIONS AGAINST TRANSFER) CONTAINED IN A NOTICE OF CLASS 2 LTIP UNIT AWARD AND CLASS 2 LTIP UNIT AGREEMENT DATED [DATE] BETWEEN THE REGISTERED OWNER OF THE CLASS 2 LTIP UNITS REPRESENTED HEREBY, UDR, INC. AND UNITED DOMINION REALTY, L.P. RELEASE FROM SUCH TERMS AND CONDITIONS SHALL BE MADE ONLY IN ACCORDANCE WITH THE PROVISIONS OF SUCH AGREEMENTS, COPIES OF WHICH ARE ON FILE IN THE OFFICE OF UDR, INC.

At the Company's or the Partnership's request, the Grantee hereby agrees to promptly execute, deliver and return to the Partnership any and all documents or certificates that the Company or the Partnership deems necessary or desirable to effectuate the cancellation and forfeiture of the Unvested Units, or to effectuate the transfer or surrender of such Unvested Units to the Partnership. In addition, if requested, the Grantee shall deposit with the Company or the Partnership, a stock/unit power, or powers, executed in blank and sufficient to re-convey the Unvested Units to the Company or the Partnership upon termination of the Grantee's service during the Restricted Period, in accordance with the provisions of the Notice and this Agreement.

6.Determinations by Committee. Notwithstanding anything contained herein, all determinations, interpretations and assumptions relating to the vesting of the Award (including, without limitation, determinations, interpretations and assumptions with respect to the Company's TSR, Company FFO as Adjusted and Apartment Peer Group Median TSR) shall be made by the Committee and shall be applied consistently and uniformly to all similar Awards granted under the Plan (including, without limitation, similar awards which provide for payment in the form of cash or shares of Stock). In making such determinations, the Committee may employ attorneys, consultants, accountants, appraisers, brokers, or other

persons, and the Committee, the Board, the Company, the Partnership and their officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee in good faith and absent manifest error shall be final and binding upon the Grantee, the Company and all other interested persons. In addition, the Committee, in its discretion, may adjust or modify the methodology for calculations relating to the vesting of the Award (including, without limitation, the methodology for calculating the Company's TSR, Company FFO as Adjusted and Apartment Peer Group Median TSR), other than the FFO as Adjusted Performance Vesting Percentage and Relative TSR Performance Vesting Percentage, as necessary or desirable to account for events affecting the value of the Stock or Company FFO as Adjusted which, in the discretion of the Committee, are not considered indicative of Company performance, which may include events such as the issuance of new Stock, stock repurchases, stock splits, issuances and/or exercises of stock grants or stock options, and similar events, all in order to properly reflect the Company's intent with respect to the performance objectives underlying the Award or to prevent dilution or enlargement of the benefits or potential benefits intended to be made available with respect to the Award.

7. Covenants, Representations and Warranties. The Grantee hereby represents, warrants, covenants, acknowledges and agrees on behalf of the Grantee and his or her spouse, if applicable, that:

(a) Investment. The Grantee is holding the Class 2 LTIP Units for the Grantee's own account, and not for the account of any other person or entity. The Grantee is holding the Class 2 LTIP Units for investment and not with a view to distribution or resale thereof except in compliance with applicable laws regulating securities.

(b) Relation to the Partnership. The Grantee is presently an [executive officer and] employee of the Company, which is the sole general partner of the Partnership, or is otherwise providing services to or for the benefit of the Partnership, and in such capacity has become personally familiar with the business of the Partnership.

(c) Access to Information. The Grantee has had the opportunity to ask questions of, and to receive answers from, the Partnership with respect to the terms and conditions of the transactions contemplated hereby and with respect to the business, affairs, financial conditions, and results of operations of the Partnership.

(d) Registration. The Grantee understands that the Class 2 LTIP Units have not been registered under the 1933 Act, and the Class 2 LTIP Units cannot be transferred by the Grantee unless such transfer is registered under the 1933 Act or an exemption from such registration is available. The Partnership has made no agreements, covenants or undertakings whatsoever to register the transfer of the Class 2 LTIP Units under the 1933 Act. The Partnership has made no representations, warranties, or covenants whatsoever as to whether any exemption from the 1933 Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the 1933 Act, will be available. If an exemption under Rule 144 is available at all, it will not be available until at least six (6) months after the grant of the Class 2 LTIP Units and then not unless the terms and conditions of Rule 144 have been satisfied.

(e) Public Trading. None of the Partnership's securities are presently publicly traded, and the Partnership has made no representations, covenants or agreements as to whether there will be a public market for any of its securities.

(f) Tax Advice. The Partnership has made no warranties or representations to the Grantee with respect to the income tax consequences of the transactions contemplated by this Agreement (including, without limitation, with respect to the decision of whether to make an election under Section 83(b) of the Code), and the Grantee is in no manner relying on the Partnership or its representatives for an assessment of such tax consequences. Grantee hereby recognizes that the Internal Revenue Service has proposed regulations under Sections 83 and 704 of the Code that may affect the proper treatment of the LTIP Units for federal income tax purposes. In the event that those proposed regulations or similar regulations become final or temporary regulations, the Grantee hereby agrees to cooperate with the Partnership in amending this Agreement and the Partnership Agreement, and to take such other action as may be required, to conform to such regulations. Grantee hereby further recognizes that the U.S. Congress is considering legislation that would change the federal tax consequences of acquiring, owning and disposing of LTIP Units. The Grantee is advised to consult with his or her own tax advisor with respect to such tax consequences and his or her ownership of the Class 2 LTIP Units.

8. Capital Account. The Grantee shall make no contribution of capital to the Partnership in connection with the issuance of the Class 2 LTIP Units and, as a result, the Grantee's Capital Account balance in the Partnership immediately after his or her receipt of the Class 2 LTIP Units shall be equal to zero, unless the Grantee was a Partner in the Partnership prior to such issuance, in which case the Grantee's Capital Account balance shall not be increased as a result of his or her receipt of the Class 2 LTIP Units.

9. Restrictions on Public Sale by the Grantee. To the extent not inconsistent with applicable law, the Grantee agrees not to effect any sale or distribution of the Class 2 LTIP Units or any similar security of the Company or the Partnership, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 under the 1933 Act, during the fourteen (14) days prior to, and for a period of up to 180-days beginning on, the date of the pricing of any public or private debt or equity securities offering by the Company or the Partnership (except as part of such offering), if and to the extent requested in writing by the Partnership or the Company in the case of a non-underwritten public or private offering or if and to the extent requested in writing by the managing underwriter or underwriters (or initial purchaser or initial purchasers, as the case may be) and consented to by the Partnership or the Company, which consent may be given or withheld in the Partnership's or the Company's sole and absolute discretion, in the case of an underwritten public or private offering (such agreement to be in the form of a lock-up agreement provided by the Company, the Partnership, managing underwriter or underwriters, or initial purchaser or purchasers as the case may be).

10. Conformity to Securities Laws. The Grantee acknowledges that the Plan, the Notice and this Agreement are intended to conform to the extent necessary with all provisions of all applicable federal and state laws, rules and regulations (including, but not limited to, the 1933 Act and the 1934 Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation the applicable exemptive conditions of Rule 16b-3 of the 1934 Act) and to such approvals by any listing, regulatory or other governmental authority as may, in the opinion of counsel for the Partnership or the Company, be necessary or advisable in connection therewith. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the award of Class 2 LTIP Units is made, only in such a manner as to conform to such laws, rules and regulations.

To the extent permitted by applicable law, the Plan, this Agreement and this award of Class 2 LTIP Units shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

11. Taxes.

(a) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the Award, including the grant, vesting, assignment, release or cancellation of the Class 2 LTIP Units, the subsequent sale of any Class 2 LTIP Units and the receipt of any Partnership distributions. The Company does not commit and is under no obligation to structure the Award to reduce or eliminate the Grantee's tax liability. For purposes of this Award, "Related Entity" shall mean a Parent or Subsidiary.

(b) Payment of Withholding Taxes. Prior to any event in connection with the Award that the Company determines may result in any tax withholding obligation, whether United States federal, state, local or non-U.S., including any social insurance, employment tax, payment on account or other tax-related obligation (the "Tax Withholding Obligation"), the Grantee must arrange for the satisfaction of the minimum amount of such Tax Withholding Obligation in a manner acceptable to the Company.

(c) Section 83(b) Election. The Grantee covenants that the Grantee shall make a timely election under Section 83(b) of the Code (and any comparable election in the state of the Grantee's residence) with respect to the Class 2 LTIP Units, and the Partnership hereby consents to the making of such election(s). In connection with such election, the Grantee and the Grantee's spouse, if applicable, shall promptly provide a copy of such election to the Partnership. A form of election under Section 83(b) of the Code is attached hereto as Appendix B. The Grantee represents that the Grantee has consulted any tax advisor(s) that the Grantee deems advisable in connection with the filing of an election under Section 83(b) of the Code and similar state tax provisions. The Grantee acknowledges that it is the Grantee's sole responsibility and not the Company's or the Partnership's to timely file an election under Section 83(b) of the Code (and any comparable state election), even if the Grantee requests that the Company, the Partnership or any representative thereof make such filing on the Grantee's behalf. The Grantee should consult his or her tax advisor to determine if there is a comparable election to file in the state of his or her residence.

12. Profits Interests. The Partnership and the Grantee intend that (i) the Class 2 LTIP Units be treated as "profits interests" as defined in Internal Revenue Service Revenue Procedure 93-27, as clarified by Revenue Procedure 2001-43, (ii) the issuance of such units not be a taxable event to the Partnership or the Grantee as provided in such revenue procedures, and (iii) the Partnership Agreement, the Plan, the Notice and this Agreement be interpreted consistently with such intent. In furtherance of such intent, effective immediately prior to the issuance of the Class 2 LTIP Units, the Partnership may revalue all Partnership assets to their respective gross fair market values, and make the resulting adjustments to the Capital Accounts of the Partners, in each case, as set forth in the Partnership Agreement.

13. Ownership Information. The Grantee hereby covenants that so long as the Grantee holds any Class 2 LTIP Units, at the request of the Partnership, the Grantee shall disclose to the Partnership in writing such information relating to the Grantee's ownership of the Class 2 LTIP Units as the Partnership reasonably believes to be necessary or desirable to ascertain in order to comply with the Code or the requirements of any other appropriate taxing authority.

14. Entire Agreement; Governing Law. The Notice, the Plan, the Partnership Agreement and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company, the Partnership and the Grantee with

respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company, the Partnership and the Grantee. These agreements are to be construed in accordance with and governed by the internal laws of the State of Maryland without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Maryland to the rights and duties of the parties. Should any provision of the Notice or this Agreement be determined to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

15. Construction. The captions used in the Notice and this Agreement are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

16. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan, the Partnership Agreement or this Agreement shall be submitted by the Grantee, the Partnership or the Company to the Committee. The resolution of such question or dispute by the Committee shall be final and binding on all persons.

17. Venue and Jurisdiction. The parties agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan, the Partnership Agreement or this Agreement shall be brought exclusively in the United States District Court for Colorado (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Colorado state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court.

18. Plan Controls. The terms contained in the Plan are incorporated into and made a part of the Notice and this Agreement, and the Notice and this Agreement shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of the Notice and this Agreement, the provisions of the Plan shall be controlling and determinative.

19. Successors. The Notice and this Agreement shall be binding upon any successor of the Company or the Partnership, in accordance with the terms of the Notice, this Agreement and the Plan.

20. Severability. If any one or more of the provisions contained in the Notice or this Agreement is invalid, illegal or unenforceable, the other provisions of the Notice and this Agreement will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

21. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

22. Amendment. The Committee may amend, modify or terminate this Agreement without approval of the Grantee; provided, however, that such amendment, modification or termination shall not, without the Grantee's consent, reduce or diminish the value of this award determined as if it had been fully vested on the date of such amendment or termination.

23. Amendment and Delay to Meet the Requirements of Section 409A. The Grantee acknowledges that the Company, in the exercise of its sole discretion and without the consent of the Grantee, may amend or modify this Agreement in any manner to the minimum extent necessary to meet the requirements of Section 409A of the Code as amplified by any Treasury regulations or guidance from the Internal Revenue Service as the Company deems appropriate or advisable. In addition, the Company makes no representation that the Award will comply with Section 409A of the Code and makes no undertaking to prevent Section 409A of the Code from applying to the Award or to mitigate its effects on any deferrals or payments made in respect of the Units. The Grantee is encouraged to consult a tax adviser regarding the potential impact of Section 409A of the Code.

END OF AGREEMENT

APPENDIX A

Definitions

Capitalized terms not defined herein shall have the meanings set forth in the Class 2 LTIP Unit Agreement to which this Appendix is attached.

“**Apartment Peer Group**” means the following companies:

Aimco

AvalonBay Communities, Inc.

Camden Property Trust

Equity Residential

Essex Property Trust, Inc.

Mid-America Apartment Communities, Inc.

Monogram Residential Trust

Post Properties, Inc.

To the extent a member of the Apartment Peer Group ceases to be a separate publicly traded company during the Relative TSR Performance Period, such member shall not be used in calculating the Apartment Peer Group Median TSR. To the extent during the Relative TSR Performance Period a member of the Apartment Peer Group is the subject of an acquisition proposal or publicly reported speculation regarding acquisition, a going private transaction, subject of an activist campaign or other similar event or events and such event(s) has an impact (positive or negative) on the member’s TSR, such member shall similarly not be used in calculating the Apartment Peer Group Median TSR.

“**Base Units**” means [_____] Class 2 LTIP Units.²

“**FFO as Adjusted Base Units**” means [_____] Base Units.³

“**FFO as Adjusted Performance Period**” means the period commencing on January 1, 2016 and ending on December 31, 2016.

“**FFO as Adjusted Performance Vesting Percentage**” means the percentage determined as set forth below based on the Company FFO as Adjusted during the FFO as Adjusted Performance Period:

<u>Performance of FFO as Adjusted</u>	Company FFO as Adjusted	FFO as Adjusted Performance Vesting Percentage
Below Threshold	Less than \$1.74	0%
Threshold	\$1.74	25%
100% (target)	\$1.78	50%

²Total number of Base Units will represent total base units (Relative TSR Base Units + FFO as Adjusted Base Units) at maximum performance, and will exclude the estimated number of units attributable to dividend value.

³FFO as Adjusted Base Units will represent 1/3 of the total Base Units.

High (maximum)	\$1.82 or greater	100%
----------------	-------------------	------

*If achievement is greater than the Threshold and falls between any two points on the chart above, the FFO as Adjusted Performance Vesting Percentage will be determined by linear interpolation.

A-1

“**Relative TSR Base Units**” means [] Base Units.⁴ Relative TSR Base Units will represent 2/3 of the total Base Units.

“**Relative TSR Performance Period**” means the period commencing on January 1, 2016 and ending on December 31, 2018.

“**Relative TSR Performance Vesting Percentage**” means the percentage determined as set forth below based upon the Company’s TSR performance during the Relative TSR Performance Period against the Apartment Peer Group Median TSR:

<u>TSR Performance</u>	Company TSR Relative to Apartment Peer Group Median TSR/bps	Relative TSR Performance Vesting Percentage
Below Threshold	Lower than -250 bps	0%
Threshold	-250 bps	25%
Target	Median	50%

*If achievement is greater than the Threshold and falls between any two points on the chart above, the Relative TSR Performance Vesting Percentage will be determined by linear interpolation.

TSR Calculation

For purposes of the 2016 LTI, the TSR Metric shall be calculated by using the twenty (20)-day trailing average TSR, as calculated by management and by using the daily YTD TSR as calculated by Thomson Reuters for the measurement of TSR.

The relative index shall be calculated as in the same manner as described above and the difference between the absolute total shareholder return and the relative comparison, expressed in terms of the amount of basis points, shall be applied to the matrix set forth above under Performance Criteria.

To the extent a member of the Apartment Peer Group ceases to be a separate publicly traded company during the performance period, such member shall not be used in calculating the Apartment Peer Group Average. To the extent during the performance period a member of the Apartment Peer Group is the subject of an acquisition proposal or publicly reported speculation regarding acquisition, a going private transaction or other event and such event has an impact (positive or negative) on the member's TSR, such member shall similarly not be used in calculating the Apartment Peer Group Average.

Each 3-year award will vest on the date the Committee determines performance (the "Determination Date") in January or February 2019. The Committee retains the discretion to adjust awards upwards or downwards based on external factors. Employment though the applicable vesting date is generally required except as otherwise provided in the Plan, except for Section 14.9 thereof, the applicable award agreement or as determined by the Committee, in its sole discretion.

⁴Relative TSR Base Units will represent 2/3 of the total Base Units

APPENDIX B

FORM OF SECTION 83(b) ELECTION

[Attached]

ELECTION PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

The undersigned hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in the undersigned's gross income for the taxable year in which the property was transferred the excess (if any) of the fair market value of the property described below, over the amount the undersigned paid for such property, if any, and supplies herewith the following information in accordance with the Treasury regulations promulgated under Section 83(b):

1. The name, taxpayer identification number and address of the undersigned, and the taxable year for which this election is being made, are:

TAXPAYER'S NAME: _____

TAXPAYER'S SOCIAL SECURITY NUMBER: _____

ADDRESS: _____

TAXABLE YEAR: _____

The name, taxpayer identification number and address of the undersigned's spouse are (complete if applicable):

SPOUSE'S NAME: _____

SPOUSE'S SOCIAL SECURITY NUMBER: _____

ADDRESS: _____

2. The property which is the subject of this election is <LTIPS_GRANTED> Class 2 LTIP Units (the "*Units*") of United Dominion Realty, L.P. (the "*Company*"), representing an interest in the future profits, losses and distributions of the Company.

3. The date on which the above property was transferred to the undersigned was <GRANT_DATE>.

4. The above property is subject to the following restrictions: The Units are subject to forfeiture to the extent unvested upon a termination of service with the Company under certain circumstances and/or to the extent that certain performance conditions are not satisfied. These restrictions lapse upon the satisfaction of certain conditions as set forth in an agreement between the taxpayer and the Company. In addition, the Units are subject to certain transfer restrictions pursuant to such agreement and the Amended and Restated Agreement of Limited Partnership of United Dominion Realty, L.P., as amended (or amended and restated) from time to time, should the taxpayer wish to transfer the Units.

5. The fair market value of the above property at the time of transfer (determined without regard to any restriction other than a nonlapse restriction as defined in § 1.83-3(h) of the Income Tax Regulations) was \$0.

6. The amount paid for the above property by the undersigned was \$0.

7. The amount to include in gross income is \$0.

The undersigned taxpayer will file this election with the Internal Revenue Service office with which taxpayer files his or her annual income tax return not later than 30 days after the date of transfer of the property. A copy of this election will be furnished to the person for whom the services were performed. Additionally, the undersigned will include a copy of the election with his or her income tax return for the taxable year in which the property is transferred. The undersigned is the person performing the services in connection with which the property was transferred.

Dated: _____

<GRANTEE NAME>

Dated: _____

<SPOUSE NAME>

B-3

[\(Back To Top\)](#)

Section 6: EX-12.1 (EXHIBIT 12.1)

EXHIBIT 12.1

UDR, Inc.

Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends

(Dollars in thousands)

Year Ended December 31,

	2015	2014	2013	2012	2011
Earnings:					
Income/(loss) from continuing operations	\$ 105,482	\$ 16,260	\$ 2,340	\$ (46,305)	(126,869)

Add (from continuing operations):					
Interest on indebtedness (a)	121,875	130,262	125,905	139,069	151,764
Portion of rents representative of the interest factor	1,922	2,224	2,163	2,073	2,039
Amortization of capitalized interest	4,112	3,711	3,374	2,883	2,187
Total earnings	\$ 233,391	\$ 152,457	\$ 133,782	\$ 97,720	\$ 29,121
Fixed charges and preferred stock dividends (from continuing operations):					
Interest on indebtedness (a)	\$ 121,875	\$ 130,262	\$ 125,905	\$ 139,069	\$ 151,764
Interest capitalized	16,105	20,249	29,384	26,368	12,979
Portion of rents representative of the interest factor	1,922	2,224	2,163	2,073	2,039
Fixed charges	\$ 139,902	\$ 152,735	\$ 157,452	\$ 167,510	\$ 166,782
Add:					
Preferred stock dividends	\$ 3,722	\$ 3,724	\$ 3,724	\$ 6,010	\$ 9,311
Premium/(discount) on preferred stock redemption or repurchase, net	—	—	—	2,791	175
Combined fixed charges and preferred stock dividends	\$ 143,624	\$ 156,459	\$ 161,176	\$ 176,311	\$ 176,268
Ratio of earnings to fixed charges	1.67	— (b)	— (b)	— (b)	— (b)
Ratio of earnings to combined fixed charges and preferred stock dividends	1.63	— (c)	— (c)	— (c)	— (c)

(a) Includes interest expense of consolidated subsidiaries, amortization of deferred loan costs, realized losses related to hedging activities and amortization of premiums and discounts related to indebtedness.

(b) The ratio was less than 1:1 for the years ended December 31, 2014, 2013, 2012, and 2011 as earnings were inadequate to cover fixed charges by deficiencies of approximately \$0.3 million, \$23.7 million, \$69.8 million, and \$137.7 million, respectively.

(c) The ratio was less than 1:1 for the years ended December 31, 2014, 2013, 2012, and 2011 as earnings were inadequate to cover combined fixed charges and preferred stock dividends by deficiencies of approximately \$4.0 million, \$27.4 million, \$78.6 million, and \$147.1 million, respectively.

[\(Back To Top\)](#)

Section 7: EX-12.2 (EXHIBIT 12.2)

EXHIBIT 12.2

United Dominion Realty, L.P.

Computation of Ratio of Earnings to Fixed Charges

(Dollars in thousands)

	Year Ended December 31,				
	2015	2014	2013	2012	2011
Earnings:					
Income/(loss) from continuing operations	\$ 56,940	\$ 33,544	\$ 32,766	\$ (13,309)	\$ (40,744)
Add from continuing operations:					
Interest on indebtedness (a)	40,321	41,717	36,058	45,234	52,817
Portion of rents representative of the interest factor	1,868	1,751	1,705	1,665	1,627
Amortization of capitalized interest	734	725	580	398	291
Total earnings	\$ 99,863	\$ 77,737	\$ 71,109	\$ 33,988	\$ 13,991
Fixed charges from continuing operations:					
Interest on indebtedness (a)	\$ 40,321	\$ 41,717	\$ 36,058	\$ 45,234	\$ 52,817
Interest capitalized	182	2,890	5,870	3,679	1,752
Portion of rents representative of the interest factor	1,868	1,751	1,705	1,665	1,627
Fixed charges	\$ 42,371	\$ 46,358	\$ 43,633	\$ 50,578	\$ 56,196
Ratio of earnings to fixed charges	2.36	1.68	1.63	— (b)	— (b)

(a) Includes interest expense of consolidated subsidiaries, amortization of deferred loan costs, realized losses related to hedging activities and amortization of premiums and discounts related to indebtedness.

(b) The ratio was less than 1:1 for the years ended December 31, 2012, and 2011 as earnings were inadequate to cover fixed charges by deficiencies of approximately \$16.6 million, and \$42.2 million, respectively.

[\(Back To Top\)](#)

Section 8: EX-21 (EXHIBIT 21)

EXHIBIT 21

The Company has the following subsidiaries. Joint Venture entities are shown in red italics. United Dominion Realty, L.P. is a limited partnership with outside limited partners holding minimal percentage interests. The Company owns general and limited partnership interests in United Dominion Realty, L.P. constituting 95% of the aggregate partnership interest. Entities marked with an asterisk are those entities in which United Dominion Realty, L.P. is either a member or a partner. UDR Lighthouse DownREIT L.P. is also a limited partnership with outside limited partners. The Company owns general and limited partnership interests in UDR Lighthouse DownREIT L.P. constituting 50.1% of the aggregate partnership interest. Entities marked with a double asterisk are those entities in which UDR Lighthouse DownREIT L.P. owns an interest. All other entities are wholly owned.

State of Incorporation

Subsidiary or Organization

1001 Properties, LLC Delaware

101 Colorado High-Rise, LP Delaware

101 Colorado Master Condominium Association, Inc. Texas

1020 Tower GP LLC Delaware

1020 Tower, LP Delaware

1211 S. Olive REIT GP LLC Delaware

1211 & Olive REIT LP Delaware

1211 S. Olive Street Development, L.P. California

1211 S. Olive GP LLC Delaware

13th And Market Properties LLC Delaware

1745 LLC Delaware

20 Lambourne LLC Delaware

24 Hundred Properties LLC Delaware

2000 Post Owners Association Delaware

345 Harrison LLC Delaware

399 Fremont LLC Delaware

6104 Hollywood, LLC Delaware

8th & Republican REIT LP Delaware

8th And Republican, LLC Washington

AAC Funding II, Inc. Delaware

AAC Funding III LLC** Delaware

AAC Funding IV LLC* California

AAC Funding IV, Inc. Delaware

AAC Funding Partnership II* Delaware

AAC Seattle I, Inc. Delaware

AAC/FSC Crown Pointe Investors, LLC Washington

AAC/FSC Hilltop Investors, LLC Washington

AAC/FSC Seattle Properties, LLC* Delaware

Acoma High-Rise, LP Delaware

Andover House LLC Delaware

Andover Member 1 LLC Delaware

Andover Member 2 LLC Delaware

Apartments on Chestnut Limited Partnership Delaware

Ashton at Dublin Station, LLC Delaware

Ashwood Commons, L.L.C. Washington

Ashwood Commons North LLC Washington

ASR Investments Corporation Maryland

Bella Terra Villas LLC Delaware

Bellevue Plaza Development LLC Delaware

Block R Master Condominium Association, Inc. Texas

CMP-1, LLC Delaware

Calvert's Walk LLC Delaware

Cambridge Woods LLC Delaware

Cedar Street High-Rise, L.P. Delaware

Circle Towers LLC** Delaware

CityLine Development Phase I LLC Washington

Coastal Monterey Properties, LLC* Delaware

College Park Holding LLC Delaware

Columbia City Apartments REIT LP Delaware

Columbia City Apartments REIT GP LLC Delaware

Columbus Square 775 LLC Delaware

Columbus Square 795 LLC Delaware

Columbus Square 801 LLC Delaware

Columbus Square 805 LLC Delaware

Columbus Square 808 LLC Delaware

Consolidated-Hampton, LLC Maryland

Coronado South Apartments, L.P.* Delaware

DCO 2400 14th Street LLC Delaware

DCO 2919 Wilshire LLC Delaware

DCO 3032 Wilshire LLC Delaware

DCO 3033 Wilshire LLC Delaware

DCO Addison at Brookhaven LP Delaware

DCO Arbors at Lee Vista LLC Delaware

DCO Beach Walk LLC Delaware

DCO Borgata LLC Delaware

DCO Brookhaven Center LP Delaware

DCO Caroline Development LLC Delaware

DCO Clipper Pointe LP Delaware

DCO College Park LLC Delaware

DCO/CWP 2919 Wilshire LLC Delaware

DCO/CWP 3032 Wilshire LLC Delaware

DCO Fiori LLC Delaware

DCO Garden Oaks LP Delaware

DCO Glenwood Apartments LP Delaware

DCO Highlands LLC Delaware

DCO Market LLC Delaware

DCO Mission Bay LP Delaware

DCO Option 2 LLC Delaware

DCO Pacific City LLC Delaware

DCO Pine Avenue LP Delaware

DCO Realty, Inc. Delaware

DCO Realty LP LLC Delaware

DCO Savoye LLC Delaware

DCO Savoye 2 LLC Delaware

DCO Springhaven LP Delaware

DCO Talisker LP Delaware

Domain Mountain View LLC Delaware

Dominion Constant Friendship LLC Delaware

Dominion Eden Brook LLC Delaware

Dominion Kings Place LLC Delaware

Domus SPE General Partner, LLC Delaware

Eastern Residential, Inc. Delaware

Easton Partners I, LP Delaware

FMP Member, Inc. Delaware

Fiori LLC Delaware

Foxborough Lodge Limited Partnership Delaware

Garrison Harcourt Square LLC Delaware

Governour's Square of Columbus Co. Ltd.* Ohio

HPI 2161 Sutter LP Delaware

HPI Option 2 LLC Delaware

Hanover Square SPE LLC* Delaware

Harding Park LP LLC Delaware

Hawthorne Apartments LLC Delaware

Heritage Communities LLC** Delaware

Icon Tower, LP Delaware

Inlet Bay at Gateway, LLC Delaware

Inwood Development LLC* Delaware

Jamestown of St. Matthews Limited Partnership* Ohio

Jefferson at Marina del Rey, L.P. Delaware

K/UDR Venture LLC Delaware

Katella Grand GP LLC Delaware

Katella Grand II GP LLC Delaware

Katella Grand II REIT LP Delaware

Katella Grand II REIT GP LLC Delaware

Katella Grand REIT GP LLC Delaware

Katella Grand REIT LP Delaware

Kelvin and Jamboree Properties, LLC Delaware

Kelvin Jamboree LLC Delaware

L.A. Southpark High Rise, LP Delaware

La Jolla Wilshire, LLC Delaware

Lakeside Mill LLC Delaware

Lenox Farms Limited Partnership Delaware

Lightbox LLC Delaware

Lincoln TC II, L.P. Delaware

LJW LLC Delaware

Lodge at Ames Pond Limited Partnership Delaware

Lofts at Charles River Landing, LLC Delaware

LPC Millenia Place Apartments LLC Delaware

MacAlpine Place Apartment Partners, Ltd.* Florida

Management Company Services, Inc. Delaware

Ninety Five Wall Street LLC* Delaware

Northbay Properties II, L.P.* California

Olive Way High-Rise LP Delaware

Pacific Los Alisos LLC Delaware

Parker's Landing Condominiums LLC Delaware

Parker's Landing Townhomes LLC Delaware

Pier 4 LLC Delaware

Platinum Gateway Development Company, LP California

Platinum Vista Apartments, LP California

Polo Park Apartments LLC* Delaware

Portico Properties, LLC Delaware

RE3, Inc. Delaware

Rancho Cucamonga Town Square Owners Association California

Savoye LLC Delaware

Savoye 2 LLC Delaware

Strata Properties, LLC Delaware

Tennessee Colonnade LLC* Delaware

THC/UDR Domain College Park LLC Delaware

The Commons of Columbia, Inc. Virginia

The Domain Condominium Association, Inc. Texas

Thomas Circle Properties LLC Delaware

Town Square Commons, LLC District of Columbia

Towson Holdings, LLC Delaware

Towson Promenade, LLC Delaware

Trilon Townhouses, LLC District of Columbia

TSTW LLC Delaware

UDR 10 Hanover LLC* Delaware

UDR 1818 Platinum LLC Delaware

UDR 1200 East West LLC Delaware

UDR Altamira Place LLC Delaware

UDR Arbor Park LLC** Delaware

UDR Arborview Associates LLC Delaware

UDR Aspen Creek, LLC Virginia

UDR Barton Creek LLC** Delaware

UDR California GP, LLC* Delaware

UDR California GP II, LLC Delaware

UDR California Properties, LLC Virginia

UDR Calvert, LLC* Delaware

UDR Calvert's Walk Associates Limited Partnership Maryland

UDR Calverts Walk GP, LLC Delaware

UDR Carlsbad Apartments, L.P.* Delaware

UDR Carriage Homes, LLC Delaware

UDR Chelsea LLC Delaware

UDR Courts at Dulles LLC** Delaware

UDR Courts at Huntington LLC* Delaware

UDR Crane Brook LLC* Delaware

UDR Delancey at Shirlington LLC** Delaware

UDR Developers, Inc. Virginia

UDR Domain Brewers Hill LLC Delaware

UDR EAS LLC Delaware

UDR Eleven55 Ripley LLC** Delaware

UDR Foxglove Associates L.L.C.* Maryland

UDR Garrison Square LLC Delaware

UDR Harbor Greens, L.P.* Delaware

UDR Holdings, LLC* Virginia

UDR Huntington Vista, L.P.* Delaware

UDR Inwood LLC** Delaware

UDR, Inc. Maryland

UDR/K Venture Member LLC Delaware

UDR Lakeline Villas LLC Delaware

UDR Lakeside Mill, LLC* Virginia

UDR Legacy at Mayland LLC Delaware

UDR Legacy Village LLC** Delaware

UDR Lincoln at Towne Square LLC Delaware

UDR Lincoln at Towne Square II LLC Delaware

UDR Lighthouse DownREIT L.P.* Delaware

UDR Lighthouse EAS LLC** Delaware

UDR Marina Pointe LLC Delaware

UDR Maryland Properties, LLC* Virginia

UDR/MetLife G.P. LLC Delaware

UDR/MetLife GP II LLC Delaware

UDR/MetLife Master Limited Partnership Delaware

UDR/MetLife Master Limited Partnership II Delaware

UDR/ML Venture LLC Delaware

UDR/ML Venture 2 LLC Delaware

UDR Midlands Acquisition, LLC* Delaware

UDR Newport Beach North, L.P.* Delaware

UDR Newport Village LLC** Delaware

UDR Ocean Villa Apartments, L.P.* Delaware

UDR of Tennessee, L.P.* Virginia

UDR Okeehlee LLC* Delaware

UDR Pinebrook, L.P.* Delaware

UDR Presidential Greens, L.L.C. Delaware

UDR Rancho Cucamonga, L.P. Delaware

UDR Red Stone Ranch LLC Delaware

UDR Ridgewood (II) Garden, LLC* Virginia

UDR Ridge at Blue Hills LLC** Delaware

UDR River Terrace LLC Delaware

UDR Rivergate LLC Delaware

UDR Stone Canyon LLC Delaware

UDR Texas Properties LLC Delaware

UDR Texas Ventures LLC Delaware

UDR The Bradford LLC Delaware

UDR The Cliffs LLC Delaware

UDR The Legend at Park Ten LLC Delaware

UDR The Mandolin LLC Delaware

UDR The Meridian LLC Delaware

UDR Towers By The Bay LLC Delaware

UDR TX Fund LLC Delaware

UDR Villa Venetia Apartments, L.P.* Delaware

UDR Virginia Properties, LLC Virginia

UDR Wellington Place LLC Delaware

UDR Whitmore LLC** Delaware

UDR Windjammer, L.P.* Delaware

UDR WJV Member LLC Delaware

UDR Woodland Apartments II, L.P. Delaware

UDR Woodland GP, LLC Delaware

UDRLP EAS LLC* Delaware

UDRT of Delaware 4 LLC* Delaware

United Dominion Realty, L.P. Delaware

View 14 Investments LLC Delaware

VPDEV 1 LLC Delaware

VPDEV 2 LLC Delaware

Washington Vue, LP Delaware

Waterscape Village LLC Delaware

Waterside Towers, L.L.C. Delaware

WCH LLC Delaware

West El Camino Real, LLC Delaware

Western Residential, Inc. Virginia

Wilshire Crescent Heights, LLC Delaware

Windemere at Sycamore Highlands, LLC Delaware

Winterland San Francisco Partners* California

WREP II Non-REIT Investments, L.P. Delaware

[\(Back To Top\)](#)

Section 9: EX-23.1 (EXHIBIT 23.1)

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of UDR, Inc. and in the related Prospectuses of our reports dated February 23, 2016, with respect to the consolidated financial statements and schedule of UDR, Inc., and the effectiveness of internal control over financial reporting of UDR, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2015:

Registration

Statement Number	Description
333-129743	Form S-3, pertaining to the registration of 11,000,000 shares of Common Stock, including rights to purchase Series C Junior Participating Redeemable Preferred Stock, issuable under the Company's Dividend Reinvestment and Stock Purchase Plan.
333-197710	Form S-3, Shelf Registration Statement, pertaining to the registration of an indeterminate amount of Common Stock, Preferred Stock, Depositary Shares, Debt Securities, Guarantees of Debt Securities, Warrants, Subscription Rights, Purchase Contracts and Purchase Units.
333-167270	Form S-3, pertaining to the registration of 3,882,187 shares of Common Stock.

333-180553 Form S-3, pertaining to the registration of 2,569,606 shares of Common Stock.

333-183510 Form S-3, pertaining to the registration of 1,802,239 shares of Common Stock.

333-160180 Form S-8, pertaining to the Company's 1999 Long-Term Incentive Plan.

333-201192 Form S-8, pertaining to the Company's 1999 Long-Term Incentive Plan.

333-75897 Form S-8, pertaining to the Company's 1999 Long-Term Incentive Plan.

/s/ Ernst & Young LLP

Denver, Colorado

February 23, 2016

[\(Back To Top\)](#)

Section 10: EX-23.2 (EXHIBIT 23.2)

EXHIBIT 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of UDR, Inc. and related Prospectuses of our report dated February 23, 2016, with respect to the consolidated financial statements and schedule of United Dominion Realty, L.P., included in this Annual Report (Form 10-K) for the year ended December 31, 2015:

Registration

Statement Number	Description
333-129743	Form S-3, pertaining to the registration of 11,000,000 shares of Common Stock, including rights to purchase Series C Junior Participating Redeemable Preferred Stock, issuable under the Company's Dividend Reinvestment and Stock Purchase Plan.
333-197710	Form S-3, Shelf Registration Statement, pertaining to the registration of an indeterminate amount of Common Stock, Preferred Stock, Depositary Shares, Debt Securities, Guarantees of Debt Securities, Warrants, Subscription Rights, Purchase Contracts and Purchase Units.
333-167270	Form S-3, pertaining to the registration of 3,882,187 shares of Common Stock
333-180553	Form S-3, pertaining to the registration of 2,569,606 shares of Common Stock.
333-183510	Form S-3, pertaining to the registration of 1,802,239 shares of Common Stock.
333-160180	Form S-8, pertaining to the Company's 1999 Long-Term Incentive Plan.
333-201192	Form S-8, pertaining to the Company's 1999 Long-Term Incentive Plan.
333-75897	Form S-8, pertaining to the Company's 1999 Long-Term Incentive Plan.

/s/ Ernst & Young LLP

Denver, Colorado

February 23, 2016

[\(Back To Top\)](#)

Section 11: EX-31.1 (EXHIBIT 31.1)

EXHIBIT 31.1

CERTIFICATION

I, Thomas W. Toomey, certify that:

1. I have reviewed this Annual Report on Form 10-K of UDR, Inc.;

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report based on such evaluation; and

(d) Disclosed in this Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Thomas W. Toomey

Thomas W. Toomey

Chief Executive Officer and President (Principal Executive Officer)

[\(Back To Top\)](#)

Section 12: EX-31.2 (EXHIBIT 31.2)

EXHIBIT 31.2

CERTIFICATION

I, Thomas M. Herzog, certify that:

1. I have reviewed this Annual Report on Form 10-K of UDR, Inc.;

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report, based on such evaluation; and

(d) Disclosed in this Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Thomas M. Herzog

Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

[\(Back To Top\)](#)

Section 13: EX-31.3 (EXHIBIT 31.3)

EXHIBIT 31.3

CERTIFICATION

I, Thomas W. Toomey, certify that:

1. I have reviewed this Annual Report on Form 10-K of United Dominion Realty, L.P.;

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report based on such evaluation; and

(d) Disclosed in this Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Thomas W. Toomey

Thomas W. Toomey

Chief Executive Officer and President of UDR, Inc.
(Principal Executive Officer),

general partner of United Dominion Realty, L.P.

[\(Back To Top\)](#)

Section 14: EX-31.4 (EXHIBIT 31.4)

CERTIFICATION

I, Thomas M. Herzog, certify that:

1. I have reviewed this Annual Report on Form 10-K of United Dominion Realty, L.P.;

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report, based on such evaluation; and

(d) Disclosed in this Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Thomas M. Herzog

Thomas M. Herzog

Senior Vice President and Chief Financial Officer of UDR, Inc.
(Principal Financial Officer),

general partner of United Dominion Realty, L.P.

[\(Back To Top\)](#)

Section 15: EX-32.1 (EXHIBIT 32.1)

EXHIBIT 32.1

CERTIFICATION

In connection with the periodic report of UDR, Inc. (the "Company") on Form 10-K for the year ended 2015, as filed with the Securities and Exchange Commission (the "Report"), I, Thomas W. Toomey, Chief Executive Officer and President of the Company, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: February 23, 2016

/s/ Thomas W. Toomey

Thomas W. Toomey

[\(Back To Top\)](#)

Section 16: EX-32.2 (EXHIBIT 32.2)

EXHIBIT 32.2

CERTIFICATION

In connection with the periodic report of UDR, Inc. (the “Company”) on Form 10-K for the year ended 2015, as filed with the Securities and Exchange Commission (the “Report”), I, Thomas M. Herzog, Senior Vice President and Chief Financial Officer of the Company, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: February 23, 2016

/s/ Thomas M. Herzog

Thomas M. Herzog

Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

[\(Back To Top\)](#)

Section 17: EX-32.3 (EXHIBIT 32.3)

CERTIFICATION

In connection with the periodic report of United Dominion Realty, L.P. (the “Operating Partnership”) on Form 10-K for the year ended 2015, as filed with the Securities and Exchange Commission (the “Report”), I, Thomas W. Toomey, Chief Executive Officer and President of UDR, Inc., the general partner of the Operating Partnership, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Operating Partnership at the dates and for the periods indicated.

Date: February 23, 2016

/s/ Thomas W. Toomey

Thomas W. Toomey

Chief Executive Officer and President of UDR, Inc. (Principal Executive Officer),

general partner of United Dominion Realty, L.P.

[\(Back To Top\)](#)

Section 18: EX-32.4 (EXHIBIT 32.4)**CERTIFICATION**

In connection with the periodic report of United Dominion Realty, L.P. (the “Operating Partnership”) on Form 10-K for the year ended 2015, as filed with the Securities and Exchange Commission (the “Report”), I, Tomas M. Herzog, Senior Vice President and Chief Financial

Officer of UDR, Inc., the general partner of the Operating Partnership, hereby certify as of the date hereof, solely for purposes of Title 18, Chapter 63, Section 1350 of the United States Code, that to the best of my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Operating Partnership at the dates and for the periods indicated.

Date: February 23, 2016

/s/ Thomas M. Herzog

Thomas M. Herzog

Senior Vice President and Chief Financial Officer of UDR, Inc.
(Principal Financial Officer),

general partner of United Dominion Realty, L.P.

[\(Back To Top\)](#)