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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

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

For the quarterly period ended September 30, 2026

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.

(Exact name of registrant as specified in its charter)

Maryland	**54-0857512**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129
(Address of principal executive offices) (zip code)

(720) 283-6120

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01	UDR	New York Stock Exchange

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. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-Accelerated Filer ☐ Smaller Reporting Company ☐
Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of UDR, Inc.'s common stock, $0.01 par value, outstanding as of October 30, 2026 was 316,888,770.

UDR, INC.

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

	September 30, 2026 (unaudited)	December 31, 2025 (audited)
ASSETS		
Real estate owned:		
Real estate held for investment	**$ 16,403,674**	$ 16,415,000
Less: accumulated depreciation	**(7,510,899)**	(7,374,546)
Real estate held for investment, net	**8,892,775**	9,040,454
Real estate under development (net of accumulated depreciation of $170 and $0, respectively)	**170,221**	72,885
Real estate held for disposition (net of accumulated depreciation of $34,253 and $0, respectively)	**20,327**	—
Total real estate owned, net of accumulated depreciation	**9,083,323**	9,113,339
Cash and cash equivalents	**1,184**	1,222
Restricted cash	**35,778**	35,710
Notes receivable, net	**90,480**	149,979
Investment in and advances to unconsolidated joint ventures, net	**659,105**	886,492
Operating lease right-of-use assets	**184,642**	187,624
Other assets	**246,704**	231,308
Total assets	**$ 10,301,216**	$ 10,605,674
LIABILITIES AND EQUITY		
Liabilities:		
Secured debt, net	**$ 931,510**	$ 961,180
Unsecured debt, net	**4,824,801**	4,860,189
Operating lease liabilities	**180,026**	182,963
Real estate taxes payable	**67,342**	45,640
Accrued interest payable	**26,978**	51,698
Security deposits and prepaid rent	**57,330**	61,205
Distributions payable	**150,907**	151,934
Accounts payable, accrued expenses, and other liabilities	**134,557**	142,102
Total liabilities	**6,373,451**	6,456,911
Commitments and contingencies (Note 13)		
Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	**799,194**	859,966
Equity:		
Preferred stock, no par value; 50,000,000 shares authorized at September 30, 2026 and December 31, 2025:		
8.00% Series E Cumulative Convertible; 2,600,678 and 2,600,678 shares issued and outstanding at September 30, 2026 and December 31, 2025, respectively	**43,192**	43,192
Series F; 9,776,269 and 10,105,845 shares issued and outstanding at September 30, 2026 and December 31, 2025, respectively	**1**	1
Common stock, $0.01 par value; 450,000,000 shares authorized at September 30, 2026 and December 31, 2025:		
321,267,264 and 328,273,044 shares issued and outstanding at September 30, 2026 and December 31, 2025, respectively	**3,213**	3,283
Additional paid-in capital	**7,218,648**	7,480,594
Distributions in excess of net income	**(4,140,208)**	(4,240,268)
Accumulated other comprehensive income/(loss), net	**3,389**	1,660
Total stockholders' equity	**3,128,235**	3,288,462
Noncontrolling interests	**336**	335
Total equity	**3,128,571**	3,288,797
Total liabilities and equity	**$ 10,301,216**	$ 10,605,674

See accompanying notes to consolidated financial statements.

UDR, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
REVENUES:				
Rental income	**$ 424,581**	$ 429,294	**$ 1,270,835**	$ 1,272,131
Joint venture management and other fees	**3,500**	2,570	**8,494**	7,080
Total revenues	**428,081**	431,864	**1,279,329**	1,279,211
OPERATING EXPENSES:				
Property operating and maintenance	**80,981**	79,373	**238,044**	230,976
Real estate taxes and insurance	**57,002**	57,786	**173,707**	173,539
Property management	**13,799**	13,952	**41,302**	41,344
Other operating expenses	**10,039**	6,975	**32,420**	22,787
Real estate depreciation and amortization	**161,569**	165,926	**482,957**	490,511
General and administrative	**20,559**	22,732	**58,637**	62,156
Casualty-related charges/(recoveries), net	**548**	1,755	**9,350**	8,434
Other depreciation and amortization	**3,479**	7,009	**10,265**	21,463
Total operating expenses	**347,976**	355,508	**1,046,682**	1,051,210
Gain/(loss) on sale of real estate owned	**190,084**	—	**383,204**	47,939
Operating income	**270,189**	76,356	**615,851**	275,940
Income/(loss) from unconsolidated entities	**1,613**	14,011	**24,580**	23,454
Interest expense	**(48,583)**	(50,569)	**(144,799)**	(146,935)
Interest income and other income/(expense), net	**8,144**	3,714	**13,174**	13,769
Income/(loss) before income taxes	**231,363**	43,512	**508,806**	166,228
Tax (provision)/benefit, net	**(489)**	(382)	**(1,373)**	(798)
Net income/(loss)	**230,874**	43,130	**507,433**	165,430
Net (income)/loss attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	**(14,768)**	(2,709)	**(32,438)**	(10,593)
Net (income)/loss attributable to noncontrolling interests	**(12)**	(12)	**(35)**	(35)
Net income/(loss) attributable to UDR, Inc.	**216,094**	40,409	**474,960**	154,802
Distributions to preferred stockholders — Series E (Convertible)	**(1,225)**	(1,211)	**(3,670)**	(3,628)
Net income/(loss) attributable to common stockholders	**$ 214,869**	$ 39,198	**$ 471,290**	$ 151,174
Income/(loss) per weighted average common share:				
Basic	**$ 0.67**	$ 0.12	**$ 1.46**	$ 0.46
Diluted	**$ 0.67**	$ 0.12	**$ 1.45**	$ 0.46
Weighted average number of common shares outstanding:				
Basic	**320,634**	330,668	**323,607**	330,692
Diluted	**324,012**	331,241	**326,790**	331,443

See accompanying notes to consolidated financial statements.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Net income/(loss)	**$ 230,874**	$ 43,130	**$ 507,433**	$ 165,430
Other comprehensive income/(loss), including portion attributable to noncontrolling interests:				
Other comprehensive income/(loss) - derivative instruments:				
Unrealized holding gain/(loss)	**700**	547	**2,465**	628
(Gain)/loss reclassified into earnings from other comprehensive income/(loss)	**(211)**	279	**(618)**	(2,467)
Other comprehensive income/(loss), including portion attributable to noncontrolling interests	**489**	826	**1,847**	(1,839)
Comprehensive income/(loss)	**231,363**	43,956	**509,280**	163,591
Comprehensive (income)/loss attributable to noncontrolling interests	**(14,812)**	(2,775)	**(32,591)**	(10,495)
Comprehensive income/(loss) attributable to UDR, Inc.	**$ 216,551**	$ 41,181	**$ 476,689**	$ 153,096

See accompanying notes to consolidated financial statements.

UDR, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In thousands, except per share data)
(Unaudited)

	Preferred Stock	Common Stock	Paid-in Capital	Distributions in Excess of Net Income	Accumulated Other Comprehensive Income/(Loss), net	Noncontrolling Interests	Total
Balance at June 30, 2026	**$ 43,193**	**$ 3,213**	**$ 7,216,484**	**$ (4,327,138)**	**$ 2,931**	**$ 336**	**$ 2,939,019**
Net income/(loss) attributable to UDR, Inc.	—	—	—	216,094	—	—	216,094
Other comprehensive income/(loss)	—	—	—	—	458	—	458
Issuance/(forfeiture) of common and restricted shares, net	—	—	2,352	—	—	—	2,352
Issuance of common shares through public offering, net	—	—	(288)	—	—	—	(288)
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership and DownREIT Partnership	—	—	100	—	—	—	100
Common stock distributions declared ($0.435 per share)	—	—	—	(139,701)	—	—	(139,701)
Preferred stock distributions declared-Series E ($0.471 per share)	—	—	—	(1,225)	—	—	(1,225)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	111,762	—	—	111,762
Balance at September 30, 2026	**$ 43,193**	**$ 3,213**	**$ 7,218,648**	**$ (4,140,208)**	**$ 3,389**	**$ 336**	**$ 3,128,571**

	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, 2025	**$ 43,193**	**$ 3,283**	**$ 7,480,594**	**$ (4,240,268)**	**$ 1,660**	**$ 335**	**$ 3,288,797**
Net income/(loss) attributable to UDR, Inc.	—	—	—	474,960	—	—	474,960
Other comprehensive income/(loss)	—	—	—	—	1,729	—	1,729
Issuance/(forfeiture) of common and restricted shares, net	—	3	6,328	—	—	—	6,331
Issuance of common shares through public offering, net	—	—	(761)	—	—	—	(761)
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership and DownREIT Partnership	—	10	32,687	—	—	—	32,697
Contribution from non-controlling interest	—	—	—	—	—	1	1
Common stock distributions declared ($1.305 per share)	—	—	—	(421,214)	—	—	(421,214)
Repurchase of common shares	—	(83)	(300,200)	—	—	—	(300,283)
Preferred stock distributions declared-Series E ($1.413 per share)	—	—	—	(3,670)	—	—	(3,670)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	49,984	—	—	49,984
Balance at September 30, 2026	**$ 43,193**	**$ 3,213**	**$ 7,218,648**	**$ (4,140,208)**	**$ 3,389**	**$ 336**	**$ 3,128,571**

	Preferred Stock	Common Stock	Paid-in Capital	Distributions in Excess of Net Income	Accumulated Other Comprehensive Income/(Loss), net	Noncontrolling Interests	Total
Balance at June 30, 2025	**$ 43,193**	**$ 3,313**	**$ 7,582,852**	**$ (4,305,702)**	**$ 1,160**	**$ 335**	**$ 3,325,151**
Net income/(loss) attributable to UDR, Inc.	—	—	—	40,409	—	—	40,409
Other comprehensive income/(loss)	—	—	—	—	772	—	772
Issuance/(forfeiture) of common and restricted shares, net	—	—	3,188	—	—	—	3,188
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership and DownREIT Partnership	—	1	4,471	—	—	—	4,472
Common stock distributions declared ($0.43 per share)	—	—	—	(142,233)	—	—	(142,233)
Repurchase of common shares	—	(6)	(24,993)	—	—	—	(24,999)
Preferred stock distributions declared-Series E ($0.465 per share)	—	—	—	(1,211)	—	—	(1,211)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	69,752	—	—	69,752
Balance at September 30, 2025	**$ 43,193**	**$ 3,308**	**$ 7,565,518**	**$ (4,338,985)**	**$ 1,932**	**$ 335**	**$ 3,275,301**

	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, 2024	**$ 43,193**	**$ 3,309**	**$ 7,572,480**	**$ (4,179,415)**	**$ 3,638**	**$ 335**	**$ 3,443,540**
Net income/(loss) attributable to UDR, Inc.	—	—	—	154,802	—	—	154,802
Other comprehensive income/(loss)	—	—	—	—	(1,706)	—	(1,706)
Issuance/(forfeiture) of common and restricted shares, net	—	2	7,092	—	—	—	7,094
Issuance of common shares through public offering, net	—	—	(463)	—	—	—	(463)
Adjustment for conversion of noncontrolling interest of unitholders in the Operating Partnership and DownREIT Partnership	—	3	11,402	—	—	—	11,405
Common stock distributions declared ($1.29 per share)	—	—	—	(427,247)	—	—	(427,247)
Repurchase of common shares	—	(6)	(24,993)	—	—	—	(24,999)
Preferred stock distributions declared-Series E ($1.395 per share)	—	—	—	(3,628)	—	—	(3,628)
Adjustment to reflect redemption value of redeemable noncontrolling interests	—	—	—	116,503	—	—	116,503
Balance at September 30, 2025	**$ 43,193**	**$ 3,308**	**$ 7,565,518**	**$ (4,338,985)**	**$ 1,932**	**$ 335**	**$ 3,275,301**

See accompanying notes to consolidated financial statements.

UDR, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands, except for share data)
(Unaudited)

	Nine Months Ended September 30,	
	2026	**2025**
Operating Activities		
Net income/(loss)	**$ 507,433**	$ 165,430
Adjustments to reconcile net income/(loss) to net cash provided by/(used in) operating activities:		
Depreciation and amortization	**493,222**	511,974
(Gain)/loss on sale of real estate owned	**(383,204)**	(47,939)
(Income)/loss from unconsolidated entities	**(24,580)**	(23,454)
Return on investment in unconsolidated joint ventures and partnerships	**30,561**	39,771
Amortization of share-based compensation	**24,441**	19,337
Other	**16,295**	26,210
Changes in operating assets and liabilities:		
(Increase)/decrease in operating assets	**(42,032)**	(17,642)
Increase/(decrease) in operating liabilities	**(29,461)**	(32,207)
Net cash provided by/(used in) operating activities	**592,675**	641,480
Investing Activities		
Acquisition of real estate assets	**(283,688)**	—
Proceeds from sales of real estate investments, net	**638,885**	203,565
Development of real estate assets	**(78,105)**	(23,237)
Capital expenditures and other major improvements — real estate assets	**(171,282)**	(183,567)
Capital expenditures — non-real estate assets	**(10,940)**	(29,586)
Investment in unconsolidated joint ventures and partnerships	**(5,334)**	(81,728)
Distributions received from unconsolidated joint ventures and partnerships	**197,265**	72,488
Repayment/(issuance) of notes receivable, net	**(52,908)**	(112,000)
Net cash provided by/(used in) investing activities	**233,893**	(154,065)
Financing Activities		
Payments on secured debt	**(29,972)**	(49,088)
Payments on unsecured debt	**(300,000)**	—
Net proceeds/(repayment) of commercial paper	**255,000**	50,100
Net proceeds/(repayment) of revolving bank debt	**8,178**	6,325
Repurchase of common shares	**(300,283)**	(24,999)
Distributions paid to redeemable noncontrolling interests	**(29,529)**	(29,771)
Distributions paid to preferred stockholders	**(3,649)**	(3,607)
Distributions paid to common stockholders	**(422,620)**	(425,633)
Other	**(3,663)**	(9,923)
Net cash provided by/(used in) financing activities	**(826,538)**	(486,596)
Net increase/(decrease) in cash, cash equivalents, and restricted cash	**30**	819
Cash, cash equivalents, and restricted cash, beginning of year	**36,932**	35,427
Cash, cash equivalents, and restricted cash, end of period	**$ 36,962**	$ 36,246
Supplemental Information:		
Interest paid during the period, net of amounts capitalized	**$ 164,703**	$ 165,995
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	**9,567**	9,377
Cash paid/(refunds received) for income taxes	**1,380**	1,364
Non-cash transactions:		
Preferred equity investments settled in exchange for real estate owned	**$ 56,941**	$ —
Notes receivable settled in exchange for real estate owned	**125,066**	180,700
Conversion of note receivable to equity securities	**—**	42,807
Development costs and capital expenditures incurred, but not yet paid	**33,697**	35,635
Conversion of Operating Partnership and DownREIT Partnership noncontrolling interests to common stock (959,345 shares and 264,965 shares, respectively)	**32,697**	11,405
Contribution of operating properties to unconsolidated joint venture	**24,069**	—
Dividends declared, but not yet paid	**150,907**	153,784
The following reconciles cash, cash equivalents, and restricted cash to amounts as shown above:		
Cash, cash equivalents, and restricted cash, beginning of year:		
Cash and cash equivalents	**$ 1,222**	$ 1,326
Restricted cash	**35,710**	34,101
Total cash, cash equivalents, and restricted cash as shown above	**$ 36,932**	$ 35,427
Cash, cash equivalents, and restricted cash, end of period:		
Cash and cash equivalents	**$ 1,184**	$ 1,194
Restricted cash	**35,778**	35,052
Total cash, cash equivalents, and restricted cash as shown above	**$ 36,962**	$ 36,246

See accompanying notes to consolidated financial statements.

UDR, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2026

1. 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 in targeted markets located in the United States. At September 30, 2026, our consolidated apartment portfolio consisted of 162 communities with a total of 54,222 apartment homes located in 21 markets. In addition, the Company has an ownership interest in 8,410 completed or to-be-completed apartment homes through unconsolidated joint ventures or partnerships, including 2,649 apartment homes owned by entities in which we hold preferred equity investments.

Basis of Presentation

The accompanying consolidated financial statements of UDR include its wholly-owned and/or controlled subsidiaries (see Note 4, *Variable Interest Entities* and Note 5*, Joint Ventures and Partnerships*, for further discussion). All significant intercompany accounts and transactions have been eliminated in consolidation.

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 September 30, 2026, there were 229.6 million units in the Operating Partnership ("OP Units") outstanding, of which 207.6 million OP Units (including 0.1 million of general partnership units), or 90.4%, were owned by UDR and 22.0 million OP Units, or 9.6%, were owned by outside limited partners. As a result of the liquidation of the DownREIT Partnership described below, there were no units in the DownREIT Partnership ("DownREIT Units") outstanding as of September 30, 2026. The consolidated financial statements of UDR include the noncontrolling interests of the unitholders in the Operating Partnership and DownREIT Partnership. In July 2026, the DownREIT Partnership was liquidated. In connection with the liquidation, the assets of the DownREIT were acquired by the Operating Partnership and the outstanding DownREIT Units were exchanged for two new classes of units in the Operating Partnership. UDR and each of the outside limited partners of the DownREIT Partnership received a number of new Operating Partnership units equal to the number of DownREIT Units that UDR or such outside limited partner previously owned. The economic terms of the new Operating Partnership Units received by the former outside limited partners of the DownREIT Partnership are substantially the same as the economic terms of the DownREIT Units, including with respect to distributions and the right to redeem such units for either the Cash Amount or the REIT Share Amount (each as defined in the amended and restated partnership agreement of the Operating Partnership), subject to certain exceptions, as described in Note 9, *Noncontrolling Interests*. Because the Company already consolidated both entities, the transaction did not result in any changes to the Company's assets or liabilities.

The accompanying interim unaudited consolidated financial statements have been prepared according to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Certain information and note disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted according to such rules and regulations, although management believes that the disclosures are adequate to make the information presented not misleading. In the opinion of management, all adjustments and eliminations necessary for the fair presentation of our financial position as of September 30, 2026, and results of operations for the three and nine months ended September 30, 2026 and 2025, have been included. Such adjustments are normal and recurring in nature. The interim results presented are not necessarily indicative of results that can be expected for a full year. The accompanying interim unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes for the year ended December 31, 2025 appearing in UDR's Annual Report on Form 10-K, filed with the SEC on February 17, 2026.

The accompanying interim unaudited consolidated financial statements are presented in accordance with U.S. generally accepted accounting principles ("GAAP"). 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 interim unaudited consolidated financial statements and the amounts of revenues and expenses during the reporting periods. Actual amounts realized or paid could differ from those estimates. All significant intercompany accounts and transactions have been eliminated in consolidation.

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 described in Note 5, *Joint Ventures and Partnerships and* Note 8, *Income/(loss) Per Share*.

2. SIGNIFICANT ACCOUNTING POLICIES

Recent Accounting Pronouncements

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2024-03, *Disaggregation of Income Statement Expenses,* which requires disclosure of additional information about specific cost and expense categories in the notes to the financial statements. The ASU may be applied either prospectively or retrospectively and is effective for the Company for the year ended December 31, 2027, and interim reporting periods commencing in 2028. The Company is currently evaluating the effect that the ASU will have on the consolidated financial statements and related disclosures.

Principles of Consolidation

The Company accounts for subsidiary partnerships, joint ventures and other similar entities in which it holds an ownership interest in accordance with the consolidation guidance. The Company first evaluates whether each entity is a variable interest entity ("VIE"). Under the VIE model, the Company consolidates an entity when it has control to direct the activities of the VIE and the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Under the voting model, the Company consolidates an entity when it controls the entity through ownership of a majority voting interest.

Real Estate Sales Gain Recognition

For sale transactions resulting in a transfer of a controlling financial interest of a property, the Company generally derecognizes the related assets and liabilities from its Consolidated Balance Sheets and records the gain or loss in the period in which the transfer of control occurs. If control of the property has not been transferred by the Company, the criteria for derecognition are not met and the Company will continue to recognize the related assets and liabilities on its Consolidated Balance Sheets.

Sale transactions to entities in which the Company sells a controlling financial interest in a property but retains a noncontrolling interest are accounted for as partial sales. Partial sales resulting in a change in control are accounted for at fair value and a full gain or loss is recognized. Therefore, the Company will record a gain or loss on the partial interest sold, and the initial measurement of our retained interest will be accounted for at fair value.

Sales of real estate to joint ventures or other noncontrolled investees are also accounted for at fair value and the Company will record a full gain or loss in the period the property is contributed.

Allowance for Credit Losses

The Company accounts for allowance for credit losses under the current expected credit loss ("CECL") impairment model for its financial assets, including trade and other receivables, held-to-maturity debt securities, loans and other financial instruments, and presents the net amount of the financial instrument expected to be collected. The CECL impairment model excludes operating lease receivables. The CECL impairment model requires an estimate of expected credit losses, measured over the contractual life of an instrument, that considers forecasts of future economic conditions in addition to information about past events and current conditions. Based on this model, we analyze the following criteria, as applicable in developing allowances for credit losses: historical loss information, the borrower's ability to make scheduled payments, the remaining time to maturity, the value of underlying collateral, projected future performance of the borrower and macroeconomic trends.

The Company measures credit losses of financial assets on a collective (pool) basis when similar risk characteristics exist. If the Company determines that a financial asset does not share risk characteristics with the Company's other financial assets, the Company evaluates the financial asset for expected credit losses on an individual

basis. Allowances for credit losses are recorded as a direct reduction from an asset's amortized cost basis. Credit losses and recoveries are recorded in *Interest income and other income/(expense), net* on the Consolidated Statements of Operations. Recoveries of financial assets previously written off are recorded when received. For the three months ended September 30, 2026 and 2025, the Company recorded net credit recoveries/(losses) of $0.3 million and zero, respectively, on the Consolidated Statements of Operations. For the nine months ended September 30, 2026 and 2025, the Company recorded net credit recoveries/(losses) of $0.2 million and $0.2 million, respectively, on the Consolidated Statements of Operations.

The Company has made the optional election provided by the standard not to measure allowance for credit losses for accrued interest receivables as the Company writes off any uncollectible accrued interest receivables in a timely manner. The Company periodically evaluates the collectability of its accrued interest receivables. A write-off is recorded when the Company concludes that all or a portion of its accrued interest receivable balance is no longer collectible.

Notes Receivable

Notes receivable relate to financing arrangements which are typically secured by assets of the borrower that may include real estate assets. Certain of the loans we extend may include characteristics such as options to purchase the project within a specific time window following expected project completion. These characteristics can cause the loans to fall under the definition of a VIE, and thus trigger consolidation consideration. We consider the facts and circumstances pertinent to each loan, including the relative amount of financing we are contributing to the overall project cost, decision making rights or control we hold, and our rights to expected residual gains or our obligations to absorb expected residual losses from the project. If we are deemed to be the primary beneficiary of a VIE due to holding a controlling financial interest, the majority of decision making control, or by other means, consolidation of the VIE would be required. The Company has concluded that it is not the primary beneficiary of the borrowing entities of the existing loans.

Additionally, we analyze each loan arrangement that involves real estate development to consider whether the loan qualifies for accounting as a loan or as an investment in a real estate development project. The Company has evaluated its real estate loans, where appropriate, for accounting treatment as loans versus real estate development projects, as required by Accounting Standards Codification ("ASC") 310-10. For each loan, the Company has concluded that the characteristics and the facts and circumstances indicate that loan accounting treatment is appropriate.

The following table summarizes our *Notes receivable, net* as of September 30, 2026 and December 31, 2025 (*dollars in thousands):*

	Interest rate at September 30, 2026	Balance Outstanding (a)	
		September 30, 2026	December 31, 2025
Note due December 2026 (b)	— %	**$ —**	$ 79,889
Note due June 2027 (c)	18.00 %	**5,503**	4,815
Note due September 2027 (d)	— %	**—**	33,812
Note due December 2028 (e)	11.00 %	**35,048**	32,054
Note due February 2031 (f)	7.75 %	**50,318**	—
Notes receivable		**90,869**	150,570
Allowance for credit losses		**(389)**	(591)
Total notes receivable, net		**$ 90,480**	$ 149,979

(a) Outstanding note amounts include any accrued and unpaid interest, as applicable.

(b) The Company had a secured mezzanine loan with a third party developer of a 483 apartment home community located in Riverside, California, which was completed in 2026, with an aggregate commitment of $59.7 million (exclusive of accrued and unpaid interest), all of which had been funded. Interest payments accrued and were due at maturity of the loan. In September 2026, the Company acquired the operating community by repaying the joint venture's first mortgage loan and obtaining the developer's interest through a deed in lieu of foreclosure. Concurrent

with the acquisition, the loan and accrued interest were settled in full through the receipt of the operating community's ownership interests. (See Note 3, *Real Estate Owned* for more information)

(c) The Company and a syndicate of lenders previously entered into a $19.0 million secured credit facility with an unaffiliated third party. The Company's commitment is $3.0 million (exclusive of accrued interest), all of which has been funded. Interest payments accrue and are due at maturity of the facility. The facility is secured by substantially all of the borrower's assets and matures at the earliest of the following: (a) acceleration in the event of default; or (b) June 2027.

(d) In September 2024, the Company entered into a $31.1 million secured mortgage loan with one of its joint ventures that owned a 66 apartment home operating community located in Santa Monica, California, in which the Company also held a preferred investment. In June 2026, the Company acquired the operating community. Concurrent with the acquisition, the loan and accrued interest were settled through the receipt of the operating community's ownership interests. (See Note 3, *Real Estate Owned* for more information).

(e) The Company has a secured mezzanine loan with a third party developer of a 237 apartment home community located in Menifee, California, which was completed in 2025, with an aggregate commitment of $24.8 million (exclusive of accrued and unpaid interest), all of which has been funded. Interest payments accrue and are due at maturity of the loan. In 2026, the maturity date of the note was extended to December 31, 2028. The secured mezzanine loan previously had a scheduled maturity date in December 2026. In August 2026, the Company entered into an agreement with the borrower to obtain the operating community by deed-in-lieu of foreclosure. Under the agreement, the Company will acquire the community and repay its $63.6 million first mortgage loan, and the secured mezzanine loan, including accrued interest, will be settled. The acquisition is expected to close in 2027, subject to customary closing conditions.

(f) In May 2026, the Company entered into a $50.0 million secured mezzanine loan with its joint venture partner of five operating communities with 710 apartment homes located in New York, New York, with an aggregate commitment of $50.0 million, all of which was funded as of September 30, 2026. The loan investment's effective interest rate is approximately 8.0%, including the impact of the loan origination fee. Interest payments are paid monthly. The secured mezzanine loan has a scheduled maturity date in February 2031. (See Note 5, *Joint Ventures and Partnerships* for more information).

The Company recognized $6.0 million and $3.8 million of interest income for the notes receivable described above during the three months ended September 30, 2026 and 2025, respectively, and $12.6 million and $15.4 million of interest income for the notes receivable described above during the nine months ended September 30, 2026 and 2025, respectively, none of which was related party interest. Interest income is included in *Interest income and other income/(expense), net* on the Consolidated Statements of Operations.

A roll forward of our allowance for credit losses for the nine months ended September 30, 2026 is as follows:

Allowance for credit losses as of December 31, 2025	$	(591)
(Provision)/recovery for credit losses		202
Write-offs charged against allowance		-
Allowance for credit losses as of September 30, 2026	$	(389)

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 three and nine months ended September 30, 2026 and 2025, the Company's other comprehensive income/(loss) consisted of the gain/(loss) on derivative instruments that are designated as and qualify as cash flow hedges, (gain)/loss on derivative instruments reclassified from other comprehensive income/(loss) into earnings, and the allocation of other comprehensive income/(loss) to noncontrolling interests. The (gain)/loss on derivative instruments reclassified from other comprehensive income/(loss) is included in *Interest expense* on the Consolidated Statements of Operations. See Note 11, *Derivatives and Hedging Activity,* for further discussion. The allocation of other comprehensive income/(loss) to redeemable noncontrolling interests during the three months

ended September 30, 2026 and 2025 was less than $0.1 million and $0.1 million, respectively, and during the nine months ended September 30, 2026 and 2025 was $0.1 million and $(0.1) million, respectively.

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/(liabilities) are generally the result of differing depreciable lives on capitalized assets, temporary differences between book and tax basis of assets and liabilities and timing of expense recognition for certain accrued liabilities. As of September 30, 2026 and December 31, 2025, UDR's net deferred tax asset/(liability) was $(0.5) million and $(0.5) million, respectively, and are recorded in *Accounts payable, accrued expenses and other liabilities* 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 and evaluates its tax positions 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. Second, 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.

The Company invests in assets that qualify for federal investment tax credits ("ITC") through our TRS. An ITC reduces federal income taxes payable when qualifying depreciable property is acquired. The ITC is determined as a percentage of cost of the assets. The Company accounts for ITCs under the deferral method, under which the tax benefit from the ITC is deferred and amortized as a tax benefit into *Tax (provision)/benefit, net* on the Consolidated Statements of Operations over the book life of the qualifying depreciable property. The ITCs are recorded in *Accounts payable, accrued expenses and other liabilities* on the Consolidated Balance Sheets.

UDR had no material unrecognized tax benefit, accrued interest or penalties at September 30, 2026. UDR and its subsidiaries are subject to federal income tax as well as income tax of various state and local jurisdictions. The tax years 2023 through 2025 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 *Tax (provision)/benefit, net* on the Consolidated Statements of Operations.

Forward Sales Agreements

From time to time the Company utilizes forward sales agreements for the future issuance of its common stock. When the Company enters into a forward sales agreement, the contract requires the Company to sell its shares to a counterparty at a predetermined price at a future date. The net sales price and proceeds attained by the Company will be determined on the dates of settlement, with adjustments during the term of the contract for the Company's anticipated dividends as well as for a daily interest factor that varies with changes in the federal funds rate. The Company generally has the ability to determine the dates and method of settlement (i.e., gross physical settlement, net share settlement or cash settlement), subject to certain conditions and the right of the counterparty to accelerate settlement under certain circumstances.

The Company accounts for the shares of common stock reserved for issuance upon settlement as equity in accordance with ASC 815-40, *Contracts in Entity's Own Equity*, which permits equity classification when a contract is considered indexed to the entity's own stock and the contract requires or permits the issuing entity to settle the contract in shares (either physically or net in shares).

The guidance establishes a two-step process for evaluating whether an equity-linked financial instrument is considered indexed to the entity's own stock, first, evaluating the instrument's contingent exercise provisions and second, evaluating the instrument's settlement provisions. When entering into forward sales agreements, we determined that (i) none of the agreement's exercise contingencies are based on observable markets or indices besides those related to the market for our own stock price; and (ii) none of the settlement provisions preclude the agreements from being indexed to our own stock.

Before the issuance of shares of common stock, upon physical or net share settlement of the forward sales agreements, the Company expects that the shares issuable upon settlement of the forward sales agreements will be reflected in its diluted income/(loss) per share calculations using the treasury stock method. Under this method, the number of shares of common stock used in calculating diluted income/(loss) per share is deemed to be increased by the excess, if any, of the number of shares of common stock that would be issued upon full physical settlement of the forward sales agreements over the number of shares of common stock that could be purchased by the Company in the open market (based on the average market price during the period) using the proceeds receivable upon full physical settlement (based on the adjusted forward sale price at the end of the reporting period). When the Company physically or net share settles any forward sales agreement, the delivery of shares of common stock would result in an increase in the number of weighted average common shares outstanding and dilution to basic income/(loss) per share. (See Note 8, *Income/(Loss) per Share* for further discussion.)

3. 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 held for disposition properties. As of September 30, 2026, the Company owned and consolidated 162 communities in 12 states plus the District of Columbia totaling 54,222 apartment homes. The following table summarizes the carrying amounts for our real estate owned (at cost) as of September 30, 2026 and December 31, 2025 *(dollars in thousands):*

	September 30, 2026	December 31, 2025
Land	**$ 2,522,360**	$ 2,537,747
Depreciable property — held and used:		
Land improvements	**276,168**	277,996
Building, improvements, and furniture, fixtures and equipment	**13,583,151**	13,577,262
Real estate intangible assets	**21,995**	21,995
Under development:		
Land and land improvements	**18,704**	13,468
Building, improvements, and furniture, fixtures and equipment	**151,687**	59,417
Real estate held for disposition:		
Land and land improvements	**11,975**	—
Building, improvements, and furniture, fixtures and equipment	**42,605**	—
Real estate owned	**16,628,645**	16,487,885
Accumulated depreciation	**(7,545,322)**	(7,374,546)
Real estate owned, net	**$ 9,083,323**	$ 9,113,339

Acquisitions

In April 2026, the Company acquired a 232 apartment home operating apartment community located in Portland, Oregon in connection with the liquidation of the Company's interest in a joint venture. As a result, the community became wholly owned, and the Company began consolidating the community. In connection with the

liquidation, the Company repaid the joint venture's $53.4 million first mortgage loan and settled its $18.9 million preferred equity investment. No cash consideration was paid to the joint venture partner in connection with the acquisition. The Company increased its real estate assets owned by approximately $72.1 million, and recorded $1.2 million of in-place lease intangibles. Following the recognition of the acquired assets and assumed liabilities, the Company recognized a gain on consolidation of $0.3 million in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. (See Note 5, *Joint Ventures and Partnerships* for more information.)

In June 2026, the Company acquired the developer's equity interest in a 66 apartment home operating community located in Santa Monica, California. The Company previously held a secured first mortgage loan and preferred equity investment with the joint venture. In connection with the acquisition, the Company issued $2.8 million of OP Units to the developer. As a result, the joint venture became wholly owned, and the Company began consolidating the community. Concurrent with the acquisition, the Company's first mortgage loan, including accrued interest, was settled in full, and its preferred equity investment was adjusted to its liquidation value, resulting in a $3.8 million gain recognized in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. The Company increased its real estate assets owned by approximately $45.1 million, and recorded $1.2 million of in-place lease intangibles.

In July 2026, the Company acquired a 286 apartment home operating apartment community located in Portland, Oregon in connection with the liquidation of the Company's interest in a joint venture. As a result, the community became wholly owned, and the Company began consolidating the community. In connection with the liquidation, the Company repaid the joint venture's $74.1 million first mortgage loan and settled its $27.5 million preferred equity investment, including accrued interest through the acquisition. No cash consideration was paid to the joint venture partner in connection with the acquisition. The Company increased its real estate assets owned by approximately $102.3 million, and recorded $2.0 million of in-place lease intangibles. Following the recognition of the acquired assets and assumed liabilities, the Company recognized a gain on consolidation of $2.1 million in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. (See Note 5, *Joint Ventures and Partnerships* for more information.)

In September 2026, the Company acquired the developer's equity interest in a 483 apartment home community located in Riverside, California, by repaying the joint venture's first mortgage loan and obtaining the developer's interest through a deed in lieu of foreclosure. The Company previously held a secured mezzanine loan with the developer. As a result, the community became wholly owned, and the Company began consolidating the community. Concurrent with the acquisition, the Company's secured mezzanine loan, including accrued interest, was settled in full. The Company increased its real estate assets owned by approximately $246.8 million, and recorded $3.3 million of in-place lease intangibles**.** Following the recognition of the acquired assets and assumed liabilities, the Company recognized a gain on consolidation of $1.1 million in *Interest income and other income/(expense), net* on the Consolidated Statements of Operations. (See Note 2, *Significant Accounting Policies* for more information.)

Dispositions

In March 2026, the Company sold four operating communities located in various markets with a total of 1,159 apartment homes for gross proceeds of $362.0 million, resulting in total gains of approximately $157.4 million.

In June 2026, the Company sold an operating community located in Nashville, Tennessee with 206 apartment homes for gross proceeds of $41.5 million, resulting in a gain of approximately $35.7 million.

In July 2026, the Company contributed one wholly-owned operating community, with 360 apartment homes located in Nashville, Tennessee, to our existing joint venture with LaSalle, while maintaining our 51% ownership interest in the venture. The contribution resulted in the Company no longer retaining a controlling interest in the community, and the Company deconsolidated the operating community. In connection with the contribution, our joint venture partner contributed cash and new debt was placed on the newly contributed operating community and an existing operating community, resulting in the Company receiving approximately $103.2 million of cash proceeds. The transaction was accounted for as a partial sale and resulted in a gain of approximately $75.2 million, which was recorded in *Gain/(loss) on sale of real estate owned* on the Consolidated Statement of Operations, which consisted of the gain on

the partial sale and the initial measurement of our retained interest at fair value. (See Note 5, *Joint Ventures and Partnerships* for further discussion).

In July 2026, the Company sold an operating community located in Seattle, Washington with 235 apartment homes for gross proceeds of $157.0 million, resulting in a gain of approximately $93.7 million.

In September 2026, the Company sold an operating community located in Nashville, Tennessee with 177 apartment homes for gross proceeds of $26.0 million, resulting in a gain of approximately $21.2 million.

In July 2026, the Company entered into an agreement to sell an operating community in Alexandria, Virginia with a total of 396 apartment homes for a sales price of approximately $69.0 million. The operating community was classified as held for disposition as of September 30, 2026 and the sale is expected to close in the fourth quarter of 2026, subject to the satisfaction of closing conditions and other terms of the purchase agreement.

Other Activity

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 three months ended September 30, 2026 and 2025, were $2.5 million and $1.4 million, respectively, and for the nine months ended September 30, 2026 and 2025, were $8.9 million and $5.5 million, respectively. Total capitalized interest was $2.6 million and $2.2 million for the three months ended September 30, 2026 and 2025, respectively, and $7.0 million and $6.3 million for the nine months ended September 30, 2026 and 2025, respectively. As each apartment home in a capital project is completed and becomes available for lease-up, the Company ceases capitalization on the related portion of the costs and depreciation commences over the estimated useful life.

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. The Company did not recognize any impairments in the value of its long-lived assets during the three and nine months ended September 30, 2026 and 2025.

In connection with the acquisition of certain properties, the Company agreed to pay certain of the tax liabilities of certain contributors if the Company sells one or more of the properties contributed in a taxable transaction prior to the expiration of specified periods of time following the acquisition. The Company may, however, sell, without being required to pay any tax liabilities, any of such properties in a non-taxable transaction, including, but not limited to, a tax-deferred Section 1031 exchange.

Further, the Company has agreed to maintain certain debt some of which may be guaranteed by certain contributors for specified periods of time following the acquisition. The Company, however, has the ability to refinance or repay guaranteed debt or to substitute new debt if the debt and the guaranty continue to satisfy certain conditions.

4. VARIABLE INTEREST ENTITIES

The Company has determined that the Operating Partnership is a VIE, as its limited partners lack substantive kick-out rights and substantive participating rights. Prior to its liquidation in July 2026, the DownREIT Partnership was

also a VIE, as its limited partners lacked substantive kick-out rights and substantive participating rights. The Company has concluded that it is the primary beneficiary of, and therefore consolidates, the Operating Partnership, and that it was the primary beneficiary of, and therefore consolidated, the DownREIT Partnership as of December 31, 2025 and through the date of its liquidation, based on its role as the sole general partner of each partnership. The Company's role as community manager and its equity interests give us the power to direct the activities that most significantly impact the economic performance and the obligation to absorb potentially significant losses or the right to receive potentially significant benefits of the Operating Partnership and, prior to its liquidation, the DownREIT Partnership.

5. JOINT VENTURES AND PARTNERSHIPS

UDR has entered into joint ventures and partnerships with unrelated third parties to own, operate, acquire, renovate, develop, redevelop, dispose of, and manage 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. Under the VIE model, the Company consolidates an entity when it has control to direct the activities of the VIE and the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. Under the voting model, the Company consolidates an entity when it controls the entity through ownership of a majority voting interest.

UDR's joint ventures and partnerships are funded with a combination of debt and equity. Our losses are typically 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.

Consolidated joint ventures and partnerships

Apollo JV

In October 2026, the Company formed a joint venture (the "Apollo JV") with Apollo-managed funds and affiliates ("Apollo"). The Apollo JV owns 19 operating communities with a total of 7,059 apartment homes, valued at approximately $2.0 billion. The communities were previously wholly owned by the Company. Under the terms of the agreement, the Company contributed the communities to the Apollo JV, and Apollo invested approximately $1.34 billion of equity capital in the Apollo JV in exchange for Class B Units representing an approximate 67% interest. The Company received Class A Units representing an approximate 33% interest in the Apollo JV and continues to operate and manage the communities, for which it earns an asset management fee.

The Company consolidates the Apollo JV under the voting interest model because the Company's equity interest entitles it to appoint four of the five members of the Apollo JV's board of managers and to serve as the Apollo JV's asset manager, responsible for its day-to-day management.

The Apollo JV transaction was accounted for as an issuance of noncontrolling interest in a consolidated subsidiary without a loss of control, and no gain or loss was recognized. The Company received approximately $1.34 billion for Apollo's capital contribution. The noncontrolling interest was recognized at Apollo's approximate 67% share of the historical carrying amount of the Apollo JV's net assets, rather than at the amount of Apollo's contribution, with the difference recorded as an increase to *Additional paid-in capital* on the Consolidated Balance Sheets. Direct and incremental transaction costs were recorded as a reduction of *Additional paid-in capital*.

The Apollo JV operating agreement provides for, among other things, quarterly distributions of available cash flow to its members, initially allocated 33% to the Class A Units and 67% to the Class B Units. Upon a sale or liquidation of the Apollo JV, proceeds are distributed 33% to the Class A Units and 67% to the Class B Units until Apollo has received a return of its invested capital and achieved its target internal rate of return (the "Target IRR") of 7.00%, which increases to 7.30% on the seventh anniversary of December 31, 2026 (the "Measurement Date") and 7.60% on the ninth anniversary of the Measurement Date. Thereafter, proceeds are distributed to the Class A Units. The Target IRR is not a fixed or guaranteed payment obligation of the Company or the Apollo JV; rather, it establishes the threshold at which liquidating distributions shift from the 33%/67% sharing ratio to all residual economics retained by the Class A Units. The Company holds an option, exercisable from the fifth through the tenth anniversaries of the Measurement Date and subject to certain

conditions, to acquire Apollo's interest in the Apollo JV at a price that would provide Apollo a return of its invested capital and the Target IRR.

Because the members' economic interests are not proportionate to their stated ownership percentages, the Company allocates income and loss attributable to the noncontrolling interest using the hypothetical liquidation at book value ("HLBV") method. Under the HLBV method, the income or loss allocated to each member each period is the change in the amount that member would receive if the Apollo JV were liquidated at the carrying amounts of its assets and liabilities, after adjusting for contributions and distributions during the period.

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 for the communities held by 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 September 30, 2026 and December 31, 2025 *(dollars in thousands)*:

Joint Ventures	Number of Operating Communities	Number of Apartment Homes	UDR's Weighted Average Ownership Interest		Investment at		Income/(loss) from investments			
							Three Months Ended September 30,		Nine Months Ended September 30,	
	September 30, 2026	September 30, 2026	September 30, 2026	December 31, 2025	September 30, 2026	December 31, 2025	2026	2025	2026	2025
Operating:										
UDR/MetLife (a)	8	2,127	**50.2 %**	50.2 %	**$ 37,250**	$ 189,420	**$ (644)**	$ 62	**$ (2,535)**	$ (2,114)
UDR/LaSalle (b)	10	2,924	**51.0 %**	51.0 %	**218,164**	242,337	**(3,881)**	(813)	**(10,510)**	(2,774)
UDR/Carmel Partners (c)	5	710	**50.0 %**	— %	**140,779**	—	**636**	—	**1,006**	—
Total Joint Ventures	23	5,761			**$ 396,193**	$ 431,757	**$ (3,889)**	$ (751)	**$ (12,039)**	$ (4,888)

Debt and Preferred Equity Program and Real Estate Technology Investments (d)	Number of Commitments	Apartment Homes	Weighted Average Rate	UDR Commitment (e)	Investment at		Income/(loss) from investments			
							Three Months Ended September 30,		Nine Months Ended September 30,	
	September 30, 2026	September 30, 2026			September 30, 2026	December 31, 2025	2026	2025	2026	2025
Preferred equity investments:										
Operating	6	2,649	10.2 %	$ 157,601	**$ 160,933**	$ 159,436	**$ 2,997**	$ 2,607	**$ 9,023**	$ 5,638
Real estate technology and sustainability investments:										
Real estate technology and sustainability investments	N/A	N/A	N/A	$ 86,000	**94,127**	74,747	**(36)**	4,416	**16,131**	5,927
Total Debt and Preferred Equity Program and Real Estate Technology and Sustainability Investments					**255,060**	234,183	**2,961**	7,023	**25,154**	11,565
Sold unconsolidated joint ventures and partnerships					—	213,795	**2,541**	7,739	**11,465**	16,777
Total investment in and advances to unconsolidated joint ventures, net (a)					**$ 651,253**	$ 879,735	**$1,613**	$14,011	**$ 24,580**	$ 23,454

(a) As of September 30, 2026 and December 31, 2025, the Company's negative investment in one UDR/MetLife community of $7.9 million and $6.8 million, respectively, is recorded in *Accounts payable, accrued expenses, and other liabilities* on the Consolidated Balance Sheets.

(b) In July 2026, the Company contributed an operating community, with 360 apartment homes located in Nashville, Tennessee, to the joint venture, while maintaining our 51.0% ownership in the venture. In connection with the contribution, our joint venture partner contributed cash and new debt was placed on the newly contributed operating community and an existing operating community, resulting in the Company receiving approximately $103.2 million of cash proceeds. (See Note 3, *Real Estate Owned* for further discussion).

(c) In May 2026, the Company formed a new real estate joint venture, UDR/Carmel Partners, with an affiliate of Carmel Partners ("Carmel"). Carmel acquired MetLife's interest in five operating communities located in New York, New York, that were previously held by the UDR/MetLife joint venture. The Company continued to own a 50.0% interest in the operating communities through the newly formed joint venture. The transaction represented a

change in the Company's joint venture partner and did not result in a sale of the Company's interest or the recognition of a gain or loss.

(d) The Debt and Preferred Equity Program is the program through which the Company makes investments, including preferred equity investments, first mortgage loans, mezzanine loans (loans are recorded in *Notes receivable, net* on the Consolidated Balance Sheets) or other structured investments that may receive a fixed yield on the investment and may include provisions pursuant to which the Company participates in the increase in value of the property upon monetization of the applicable property. The Company's preferred equity investments include two investments that receive a variable percentage of the value created from the project upon a capital or liquidating event. During the nine months ended September 30, 2026, the Company did not enter into and fund any new preferred equity investments and five preferred equity investments were fully redeemed. In addition, one preferred equity investment was remeasured to its liquidation value in connection with the Company's acquisition of its joint venture partner's interest.

In February 2026, the Company received aggregate proceeds of approximately $138.9 million from the full repayment of two preferred equity investments.

In April 2026, the Company acquired a 232 apartment home operating apartment community located in Portland, Oregon in connection with the liquidation of the Company's interest in a joint venture. In connection with the liquidation, the Company settled its $18.9 million preferred equity investment. (See Note 3, *Real Estate Owned* for further discussion.)

In June 2026, the Company acquired a 66 apartment home operating apartment community located in Santa Monica, California in connection with the acquisition of the developer's equity interest. Concurrent with the acquisition, the preferred equity investment was adjusted to its liquidation value, resulting in a $3.8 million gain recognized in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. (See Note 3, *Real Estate Owned* for further discussion.)

In July 2026, the Company acquired a 286 apartment home operating apartment community located in Portland, Oregon in connection with the liquidation of the Company's interest in a joint venture. In connection with the liquidation, the Company settled its $27.5 million preferred equity investment. (See Note 3, *Real Estate Owned* for further discussion.)

In August 2026, the Company received full repayment of $29.5 million from its preferred equity investment in a 384 apartment home apartment community, located in Orlando, Florida, upon the recapitalization of the joint venture.

(e) Represents UDR's maximum funding commitment only and therefore excludes other activity such as income from investments.

As of September 30, 2026 and December 31, 2025, the Company had deferred fees of $8.3 million and $8.4 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 management fees of $3.5 million and $2.6 million for the three months ended September 30, 2026 and 2025, respectively, and $8.5 million and $7.1 million for the nine months ended September 30, 2026 and 2025, respectively, for management of the communities held by 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 acquisitions or operations.

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 impairments in the value of its investments in unconsolidated joint ventures during the three and nine months ended September 30, 2026 and 2025.

Combined summary balance sheets relating to the unconsolidated joint ventures and partnerships (not just our proportionate share) are presented below as of September 30, 2026 and December 31, 2025 (*dollars in thousands*):

	September 30, 2026	December 31, 2025
Total real estate, net	**$ 2,788,720**	$ 3,580,595
Investments, at fair value	**593,887**	489,468
Cash and cash equivalents	**58,448**	78,177
Other assets	**40,887**	134,818
Total assets	**$ 3,481,942**	$ 4,283,058
Third party debt, net	**$ 1,741,602**	$ 2,496,081
Accounts payable and accrued liabilities	**61,243**	180,461
Total liabilities	**1,802,845**	2,676,542
Total equity	**$ 1,679,097**	$ 1,606,516

Combined summary financial information relating to the unconsolidated joint ventures' and partnerships' operations (not just our proportionate share) is presented below for the three and nine months ended September 30, 2026 and 2025 (*dollars in thousands*):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Total revenues	**$ 79,054**	$ 96,331	**$ 276,028**	$ 279,658
Property operating expenses	**36,203**	43,228	**130,617**	127,908
Real estate depreciation and amortization	**34,892**	40,099	**114,628**	121,171
Operating income/(loss)	**7,959**	13,004	**30,783**	30,579
Interest expense	**(24,900)**	(32,919)	**(86,997)**	(111,215)
Net unrealized/realized gain/(loss) on held investments	**4,874**	48,475	**101,667**	65,105
Other income/(loss)	**—**	193	**331**	3,579
Net income/(loss)	**$ (12,067)**	$ 28,753	**$ 45,784**	$ (11,952)

6. LEASES

Lessee - Ground Leases

UDR has six communities that are subject to ground leases, under which UDR is the lessee, that expire between 2043 and 2103, inclusive of extension options we are reasonably certain will be exercised. All of these leases are classified as operating leases through the lease term expiration based on our election of the practical expedient provided by the leasing standard. Rental expense for lease payments related to operating leases is recognized on a straight-line basis over the remaining lease term. We currently do not hold any finance leases. The Company also elected the short-term lease exception provided by the leasing standard and therefore only recognizes right-of-use assets and lease liabilities for leases with a term greater than one year. No leases qualified for the short-term lease exception during the three and nine months ended September 30, 2026 and 2025.

As of September 30, 2026 and December 31, 2025, the *Operating lease right-of-use assets* were $184.6 million and $187.6 million, respectively, and the *Operating lease liabilities* were $180.0 million and $183.0 million, respectively, on our Consolidated Balance Sheets related to our ground leases. The value of the *Operating lease right-of-use assets* exceeds the value of the *Operating lease liabilities* due to prepaid lease payments. The calculation of these amounts includes minimum lease payments over the remaining lease term (described further in the table below).

Variable lease payments are excluded from the right-of-use assets and lease liabilities and are recognized in earnings in the period in which the obligation for those payments is incurred.

As the discount rate implicit in the leases was not readily determinable, we determined the discount rate for these leases utilizing the Company's incremental borrowing rate at a portfolio level, adjusted for the remaining lease term, and the form of underlying collateral.

The weighted average remaining lease term for these leases was 40.3 years and 40.8 years at September 30, 2026 and December 31, 2025, respectively, and the weighted average discount rate was 5.0% at both September 30, 2026 and December 31, 2025.

Future minimum lease payments and total operating lease liabilities from our ground leases as of September 30, 2026 are as follows *(dollars in thousands)*:

	Ground Leases
2026	$ 3,173
2027	12,695
2028	12,695
2029	12,695
2030	12,695
Thereafter	389,340
Total future minimum lease payments (undiscounted)	443,293
Difference between future undiscounted cash flows and discounted cash flows	(263,267)
Total operating lease liabilities (discounted)	$ 180,026

For purposes of recognizing our ground lease contracts, the Company uses the minimum lease payments, if stated in the agreement. For ground lease agreements where there is a rent reset provision based on a change in an index or a rate (i.e., changes in fair market rental rates or changes in the consumer price index) but that does not include a specified minimum lease payment, the Company uses the current rent over the remainder of the lease term. If there is a contingency upon which some or all of the variable lease payments that will be paid over the remainder of the lease term are based, which is resolved such that those payments now meet the definition of lease payments, the Company will remeasure the right-of-use asset and lease liability on the reset date.

The components of operating lease expenses were as follows *(dollars in thousands)*:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Lease expense:				
Contractual lease expense	$ 3,458	$ 3,458	$ 10,374	$ 10,184
Variable lease expense (a)	71	59	196	162
Total operating lease expense (b)(c)	$ 3,529	$ 3,517	$ 10,570	$ 10,346

(a) Variable lease expense includes adjustments such as changes in the consumer price index and payments based on a percentage of a community's revenue.
(b) Lease expense is reported within the line item *Other operating expenses* on the Consolidated Statements of Operations.
(c) For the nine months ended September 30, 2026, *Operating lease right-of-use assets* and *Operating lease liabilities* amortized by $3.0 million and $2.9 million, respectively. For the nine months ended September 30, 2025, *Operating lease right-of-use assets* and *Operating lease liabilities* amortized by $2.8 million and $2.8 million, respectively. Due to the net impact of the amortization, the Company recorded less than $0.1 million and less than $0.1 million of total operating lease expense during the three months ended September 30, 2026 and 2025, respectively, and $0.1 million and $0.1 million of total operating lease expense during the nine months ended September 30, 2026 and 2025, respectively.

Lessor - Apartment Home, Retail and Commercial Space Leases

UDR's communities and retail and commercial space are leased to tenants under operating leases. As of September 30, 2026, our apartment home leases generally have initial terms of 12 months or less. As of September 30, 2026, our retail and commercial space leases generally have initial terms of between 5 and 15 years and represent approximately 1% to 2% of our total lease revenue. Our apartment home leases are generally renewable at the end of the lease term, subject to potential changes in rental rates, and our retail and commercial space leases generally have renewal options, subject to associated increases in rental rates due to market based or fixed price renewal options and certain other conditions. (See Note 14, *Reportable Segments* for further discussion around our major revenue streams and disaggregation of our revenue.)

Future minimum lease payments from our retail and commercial leases as of September 30, 2026 are as follows *(dollars in thousands):*

	Retail and Commercial Leases
2026	$ 6,741
2027	25,047
2028	22,697
2029	18,933
2030	14,530
Thereafter	88,633
Total future minimum lease payments (a)	$ 176,581

(a) We have excluded our apartment home leases from this table as our apartment home leases generally have initial terms of 12 months or less.

Certain of our leases with retail and commercial tenants provide for the payment by the lessee of additional variable rent based on a percentage of the tenant's revenue. The amounts shown in the table above do not include these variable percentage rents. The Company recorded variable percentage rents of $0.1 million and $0.1 million for the three months ended September 30, 2026 and 2025, respectively, and $0.5 million and $0.5 million during the nine months ended September 30, 2026 and 2025, respectively.

UDR, INC.
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SEPTEMBER 30, 2026

7. SECURED AND UNSECURED DEBT, NET

The following is a summary of our secured and unsecured debt at September 30, 2026 and December 31, 2025 (*dollars in thousands*):

	Principal Outstanding		As of September 30, 2026		
	September 30, 2026	December 31, 2025	Weighted Average Interest Rate	Weighted Average Years to Maturity	Number of Communities Encumbered
Secured Debt:					
Fixed Rate Debt					
Mortgage notes payable (a)	**$ 907,503**	$ 937,475	3.46 %	3.0	16
Deferred financing costs and other non-cash adjustments (b)	**(2,955)**	(3,252)			
Total fixed rate secured debt, net	**904,548**	934,223	3.51 %	3.0	16
Variable Rate Debt					
Tax-exempt secured notes payable (c)	**27,000**	27,000	2.79 %	5.5	1
Deferred financing costs	**(38)**	(43)			
Total variable rate secured debt, net	**26,962**	26,957	2.82 %	5.5	1
Total Secured Debt, net	**931,510**	961,180	3.49 %	3.1	17
Unsecured Debt:					
Variable Rate Debt					
Borrowings outstanding under unsecured credit facility due August 2028 (d) (m)	**—**	—	— %	1.9	
Borrowings outstanding under unsecured commercial paper program due October 2026 (e) (m)	**700,000**	445,000	4.15 %	0.1	
Borrowings outstanding under unsecured working capital credit facility due January 2027 (f)	**34,558**	26,381	4.65 %	0.3	
Term Loan due January 2029 (d) (m)	**175,000**	175,000	4.54 %	2.3	
Fixed Rate Debt					
Term Loan due January 2029 (d) (m)	**175,000**	175,000	4.04 %	2.3	
2.95% Medium-Term Notes due September 2026 (g) (m)	**—**	300,000	— %	—	
3.50% Medium-Term Notes due July 2027 (net of discounts of $53 and $106, respectively) (m)	**299,947**	299,894	3.50 %	0.8	
3.50% Medium-Term Notes due January 2028 (net of discounts of $153 and $242, respectively) (m)	**299,847**	299,758	3.50 %	1.3	
4.40% Medium-Term Notes due January 2029 (net of discounts of $1 and $2, respectively) (h) (m)	**299,999**	299,998	4.27 %	2.3	
3.20% Medium-Term Notes due January 2030 (net of premiums of $4,519 and $5,548, respectively) (i) (m)	**604,519**	605,548	3.32 %	3.3	
3.00% Medium-Term Notes due August 2031 (net of premiums of $5,824 and $6,720, respectively) (j) (m)	**605,824**	606,720	3.01 %	4.9	
2.10% Medium-Term Notes due August 2032 (net of discounts of $206 and $232, respectively) (m)	**399,794**	399,768	2.10 %	5.8	
1.90% Medium-Term Notes due March 2033 (net of discounts of $778 and $869, respectively) (m)	**349,222**	349,131	1.90 %	6.5	
2.10% Medium-Term Notes due June 2033 (net of discounts of $668 and $742, respectively) (m)	**299,332**	299,258	2.10 %	6.7	
5.125% Medium-Term Notes due September 2034 (net of discounts of $2,419 and $2,649, respectively) (k) (m)	**297,581**	297,351	4.95 %	7.9	
3.10% Medium-Term Notes due November 2034 (net of discounts of $714 and $780, respectively) (l) (m)	**299,286**	299,220	3.13 %	8.1	
Deferred financing costs	**(15,108)**	(17,838)			
Total Unsecured Debt, net	**4,824,801**	4,860,189	3.44 %	3.8	
Total Debt, net	**$ 5,756,311**	$ 5,821,369	3.45 %	3.7	

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 September 30, 2026, secured debt encumbered approximately 10% of UDR's total real estate owned based upon gross book value (approximately 90% of UDR's real estate owned based on gross book value is unencumbered).

(a) At September 30, 2026, fixed rate mortgage notes payable are generally due in monthly installments of principal and interest and mature at various dates from November 2026 through February 2031 and carry interest rates ranging from 2.62% to 4.39%.

In June 2026, the Company repaid a $25.0 million fixed rate mortgage at maturity with borrowings from the Company's unsecured commercial paper program.

The Company will from time to time acquire properties subject to fixed rate debt instruments. In those situations, the Company records the debt at its estimated fair value and amortizes any difference between the fair value and par value to interest expense over the term of the underlying debt instrument.

(b) During the three months ended September 30, 2026 and 2025, the Company had $0.1 million and $0.1 million, respectively, and during the nine months ended September 30, 2026 and 2025 the Company had $0.3 million and $0.6 million, respectively, of amortization of the fair market adjustment of debt assumed in the acquisition of properties inclusive of its fixed rate mortgage notes payable, which was included in *Interest expense* on the Consolidated Statements of Operations. The unamortized fair market adjustment was a net premium/(discount) of $(0.8) million and $(0.5) million at September 30, 2026 and December 31, 2025, respectively.

(c) The variable rate mortgage note payable of $27.0 million secures a tax-exempt housing bond issue that matures in March 2032. Interest on this note is payable in monthly installments. As of September 30, 2026, the variable interest rate on the mortgage note was 2.79%.

(d) The Company has a $1.3 billion unsecured revolving credit facility (the "Revolving Credit Facility") and a $350.0 million unsecured term loan (the "Term Loan"). The credit agreement for these facilities (the "Credit Agreement") allows the total commitments under the Revolving Credit Facility and the total borrowings under the Term Loan to be increased to an aggregate maximum amount of up to $2.5 billion, subject to certain conditions, including obtaining commitments from one or more lenders. The Revolving Credit Facility has a scheduled maturity date of August 31, 2028, with two six-month extension options, subject to certain conditions. The Term Loan has a scheduled maturity date of January 2029, with two one-year extension options, subject to certain conditions.

Based on the Company's current credit rating, the Revolving Credit Facility has an interest rate equal to SOFR plus a margin of 77.5 basis points and a facility fee of 15 basis points, and the Term Loan has an interest rate equal to SOFR plus a margin of 85.0 basis points. Depending on the Company's credit rating, the margin under the Revolving Credit Facility ranges from 70 to 140 basis points, the facility fee ranges from 10 to 30 basis points, and the margin under the Term Loan ranges from 75 to 160 basis points. In addition, the Credit Agreement allows for the Company in consultation with the sustainability structuring agent to propose key performance indicators with respect to certain environmental, social, and governance goals of the Company, and thresholds or targets with respect thereto, and a related amendment to the Credit Agreement, that if entered into may allow a change in the applicable margin for the Term Loan of up to five basis points.

The Company has three interest rate swaps totaling $175.0 million of notional value, which became effective in September 2025, to hedge against interest rate risk on a portion of the Term Loan debt until October 2027. The weighted average interest rate on $175.0 million of the Term Loan debt, inclusive of the impact of interest rate swaps, is 4.04% until October 2027.

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 following is a summary of short-term bank borrowings under the Revolving Credit Facility at September 30, 2026 and December 31, 2025 *(dollars in thousands):*

	September 30, 2026	December 31, 2025
Total revolving credit facility	**$ 1,300,000**	$ 1,300,000
Borrowings outstanding at end of period (1)	**—**	—
Weighted average daily borrowings during the period ended	**3,278**	—
Maximum daily borrowings during the period ended	**135,000**	—
Weighted average interest rate during the period ended	**4.4 %**	— %
Interest rate at end of the period	**— %**	— %

(1) Excludes $4.3 million and $4.3 million of letters of credit at September 30, 2026 and December 31, 2025, respectively.

(e) The Company has an unsecured commercial paper program. Under the terms of the program, the Company may issue unsecured commercial paper up to a maximum aggregate amount outstanding of $700.0 million. The notes are sold under customary terms in the United States commercial paper market and rank pari passu with all of the Company's other unsecured indebtedness. The notes are fully and unconditionally guaranteed by the Operating Partnership.

The following is a summary of short-term bank borrowings under the unsecured commercial paper program at September 30, 2026 and December 31, 2025 *(dollars in thousands):*

	September 30, 2026	December 31, 2025
Total unsecured commercial paper program	**$ 700,000**	$ 700,000
Borrowings outstanding at end of period	**700,000**	445,000
Weighted average daily borrowings during the period ended	**460,788**	318,244
Maximum daily borrowings during the period ended	**700,000**	650,000
Weighted average interest rate during the period ended	**4.0 %**	4.4 %
Interest rate at end of the period	**4.2 %**	3.9 %

(f) The Company has a working capital credit facility, which provides for a $75.0 million unsecured revolving credit facility (the "Working Capital Credit Facility") with a scheduled maturity date of January 12, 2027, with two one-year extension options. Based on the Company's current credit rating, the Working Capital Credit Facility has an interest rate equal to SOFR plus a margin of 77.5 basis points. Depending on the Company's credit rating, the margin ranges from 70 to 140 basis points.

The following is a summary of short-term bank borrowings under the Working Capital Credit Facility at September 30, 2026 and December 31, 2025 *(dollars in thousands):*

	September 30, 2026	December 31, 2025
Total working capital credit facility	**$ 75,000**	$ 75,000
Borrowings outstanding at end of period	**34,558**	26,381
Weighted average daily borrowings during the period ended	**15,596**	18,403
Maximum daily borrowings during the period ended	**48,722**	62,622
Weighted average interest rate during the period ended	**4.4 %**	5.1 %
Interest rate at end of the period	**4.6 %**	4.4 %

(g) In September 2026, the Company repaid its $300.0 million 2.95% senior unsecured medium-term notes due September 1, 2026, with borrowings from the Company's unsecured commercial paper program.

(h) The Company previously entered into forward starting interest rate swaps to hedge against interest rate risk on $150.0 million of the initial $300.0 million issued. The all-in weighted average interest rate, inclusive of the impact of these interest rate swaps, was 4.27%.

(i) The Company previously entered into forward starting interest rate swaps and treasury lock to hedge against the interest rate risk of this debt. The all-in weighted average interest rate, inclusive of the impact of the forward starting swaps and treasury locks, was 3.32%.

(j) The Company entered into treasury lock agreements to hedge against interest rate risk on $250.0 million of the $600.0 million aggregate principal amount. The all-in weighted average interest rate, inclusive of the impact of the treasury locks, was 3.01%.

(k) The Company entered into and settled treasury lock arrangements to hedge against all interest rate risk of the debt. The all-in weighted average interest rate, inclusive of the impact of the treasury locks, was 4.95%.

(l) The Company previously entered into forward starting interest rate swaps to hedge against the interest rate risk of this debt. The all-in weighted average interest rate, inclusive of the impact of these interest rate swaps, was 3.13%.

(m) The Operating Partnership is the guarantor of this debt.

The aggregate maturities, including amortizing principal payments on secured and unsecured debt, of total debt for the next ten calendar years subsequent to September 30, 2026 are as follows *(dollars in thousands):*

Year	Total Secured Debt	Total Unsecured Debt	Total Debt
2026	$ 26,700	$ 700,000	$ 726,700
2027	6,939	334,558	341,497
2028	166,526	300,000	466,526
2029	315,811	650,000	965,811
2030	230,597	600,000	830,597
2031	160,930	600,000	760,930
2032	27,000	400,000	427,000
2033	—	650,000	650,000
2034	—	600,000	600,000
2035	—	—	—
Thereafter	—	—	—
Subtotal	934,503	4,834,558	5,769,061
Non-cash (a)	(2,993)	(9,757)	(12,750)
Total	$ 931,510	$ 4,824,801	$ 5,756,311

(a) Includes the unamortized balance of fair market value adjustments, premiums/discounts and deferred financing costs. The Company amortized $1.3 million and $1.3 million during the three months ended September 30, 2026 and 2025, respectively, and $3.8 million and $3.8 million during the nine months ended September 30, 2026 and 2025, respectively, of deferred financing costs into *Interest expense.*

We were in compliance with the covenants of our debt instruments at September 30, 2026.

UDR, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)
SEPTEMBER 30, 2026

8. 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):*

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	**2025**	**2026**	**2025**
Numerator for income/(loss) per share:				
Net income/(loss)	**$ 230,874**	$ 43,130	**$ 507,433**	$ 165,430
Net (income)/loss attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	**(14,768)**	(2,709)	**(32,438)**	(10,593)
Net (income)/loss attributable to noncontrolling interests	**(12)**	(12)	**(35)**	(35)
Net income/(loss) attributable to UDR, Inc.	**216,094**	40,409	**474,960**	154,802
Distributions to preferred stockholders — Series E (Convertible)	**(1,225)**	(1,211)	**(3,670)**	(3,628)
Income/(loss) attributable to common stockholders - basic and diluted	**214,869**	39,198	**471,290**	151,174
Dilutive distributions to preferred stockholders - Series E (Convertible)	**1,225**	—	**3,670**	—
Income/(loss) attributable to common stockholders - diluted	**$ 216,094**	$ 39,198	**$ 474,960**	$ 151,174
Denominator for income/(loss) per share:				
Weighted average common shares outstanding	**321,264**	331,178	**324,255**	331,200
Unvested restricted stock awards	**(630)**	(510)	**(648)**	(508)
Denominator for basic income/(loss) per share	**320,634**	330,668	**323,607**	330,692
Incremental shares issuable from assumed conversion of unvested LTIP Units, performance units, stock options and unvested restricted stock	**3,378**	573	**3,183**	751
Denominator for diluted income/(loss) per share	**324,012**	331,241	**326,790**	331,443
Income/(loss) per weighted average common share:				
Basic	**$ 0.67**	$ 0.12	**$ 1.46**	$ 0.46
Diluted	**$ 0.67**	$ 0.12	**$ 1.45**	$ 0.46

Basic income/(loss) per common share is computed based upon the weighted average number of common shares outstanding. Diluted income/(loss) per common share is computed based upon the weighted average number of common shares outstanding plus the following items if dilutive in the current period: the common shares issuable from the assumed conversion of the OP Units and DownREIT Units, convertible preferred stock, stock options, unvested long-term incentive plan units ("LTIP Units"), performance units, unvested restricted stock and continuous equity program forward sales agreements. 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 three and nine months ended September 30, 2026, the effect of the conversion of the OP Units and DownREIT Units (through the liquidation of the DownREIT Partnership in July 2026) was not dilutive and therefore not included in the above calculation. For the three and nine months ended September 30, 2025, the effect of the conversion of the OP Units, DownREIT Units and the Company's Series E preferred stock was not dilutive and therefore not included in the above calculation.

In July 2021, the Company entered into an ATM sales agreement under which the Company may offer and sell up to 20.0 million shares of its common stock, from time to time, to or through its sales agents and may enter into separate forward sales agreements to or through its forward purchasers. During the three and nine months ended September 30, 2026, the Company did not sell any shares of common stock through its ATM program. As of September 30, 2026, we had 14.0 million shares of common stock available for future issuance under the ATM program.

In connection with any forward sales agreement under the Company's ATM program, the relevant forward purchasers will borrow from third parties and, through the relevant sales agent, acting in its role as forward seller, sell a number of shares of the Company's common stock equal to the number of shares underlying the agreement. The Company does not initially receive any proceeds from any sale of borrowed shares by the forward seller.

The Company generally has the ability to determine the dates and method of settlement (i.e., gross physical settlement, net share settlement or cash settlement), subject to certain conditions and the right of the counterparty to

accelerate settlement under certain circumstances. The Company currently expects to fully physically settle each forward sales agreement with the relevant forward purchaser on one or more dates specified by the Company on or prior to the maturity date of that particular forward sales agreement, in which case the Company expects to receive aggregate net cash proceeds at settlement equal to the number of shares underlying the particular forward sales agreement multiplied by the relevant forward sale price. However, subject to certain exceptions, the Company may also elect, in its discretion, to cash settle or net share settle a particular forward sales agreement, in which case the Company may not receive any proceeds (in the case of cash settlement) or will not receive any proceeds (in the case of net share settlement), and the Company may owe cash (in the case of cash settlement) or shares of UDR common stock (in the case of net share settlement) to the relevant forward purchaser.

For the three and nine months ended September 30, 2026, the Company did not enter into any forward sale agreements under its continuous equity program.

During the three months ended September 30, 2026, the Company did not repurchase any shares of its common stock. During the nine months ended September 30, 2026, the Company repurchased 8.2 million shares of its common stock at an average price of $36.43 per share for total consideration of approximately $300.3 million under its share repurchase program. Through the end of October 2026, the Company repurchased an additional 5.2 million shares of its common stock at an average price of $35.48 per share for total consideration of approximately $185.1 million under its share repurchase program.

The following table sets forth the additional shares of common stock outstanding, by equity instrument, if converted to common stock for each of the three and nine months ended September 30, 2026 and 2025 *(in thousands)*:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
OP/DownREIT Units	**22,022**	22,816	**22,305**	22,851
Convertible preferred stock	**2,816**	2,816	**2,816**	2,816
Unvested LTIP Units, performance units, stock options, and unvested restricted stock	**3,378**	573	**3,183**	751

9. NONCONTROLLING INTERESTS

Redeemable Noncontrolling Interests in the Operating Partnership and DownREIT Partnership

Interests in the Operating Partnership held by limited partners are represented by OP Units. Prior to the liquidation of the DownREIT Partnership in July 2026, interests in the DownREIT Partnership held by limited partners were represented by DownREIT Units. In connection with the liquidation, the assets of the DownREIT Partnership were acquired by the Operating Partnership, and the outstanding DownREIT Units were exchanged on a one-for-one basis for units of two new classes of units in the Operating Partnership. The new Operating Partnership units received by the former outside limited partners of the DownREIT Partnership have economic terms that are substantially the same as those of the DownREIT Units, including with respect to distributions and redemption rights. Because the Company already consolidated both entities, the transaction did not result in any changes to the Company's assets or liabilities. Income is allocated to holders of OP Units and, through the date of liquidation, 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, prior to its liquidation, the DownREIT Partnership.

Limited partners of the Operating Partnership 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 amended and restated partnership agreement of the Operating Partnership), provided that such OP Units have been outstanding for at least one year, subject to certain exceptions. UDR, as the 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 the Company for each OP Unit), as defined in the amended and restated partnership agreement of the Operating Partnership. Prior to its liquidation,

DownREIT Units were subject to the same redemption terms under the partnership agreement of the DownREIT Partnership, and the new Operating Partnership units received by the former outside limited partners of the DownREIT Partnership have substantially the same redemption rights, subject to certain exceptions. 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. As of December 31, 2025, DownREIT Units were also recorded outside of permanent equity at their redemption value.

The following table sets forth redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership for the following period (*dollars in thousands*):

Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership at December 31, 2025	$	**859,966**
Mark-to-market adjustment to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership		**(49,984)**
OP Units issued for real estate, net		**2,837**
Conversion of OP Units/DownREIT Units to Common Stock or Cash		**(32,697)**
Net income/(loss) attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership		**32,438**
Distributions to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership		**(30,951)**
Redeemable Long-Term and Short-Term Incentive Plan Units		**17,467**
Allocation of other comprehensive income/(loss)		**118**
Redeemable noncontrolling interests in the Operating Partnership at September 30, 2026	**$**	**799,194**

Noncontrolling Interests

Noncontrolling interests represent interests of unrelated partners in certain consolidated affiliates, and are presented as part of equity on the Consolidated Balance Sheets since these interests are not redeemable. *Net (income)/loss attributable to noncontrolling interests* was less than $(0.1) million and less than $(0.1) million during the three months ended September 30, 2026 and 2025, respectively, and less than $(0.1) million and less than $(0.1) million during the nine months ended September 30, 2026 and 2025, respectively.

10. 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.

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The estimated fair values of the Company's financial instruments either recorded or disclosed on a recurring basis as of September 30, 2026 and December 31, 2025, are summarized as follows *(dollars in thousands)*:

			Fair Value at September 30, 2026, Using		
	Total Carrying Amount in Statement of Financial Position at September 30, 2026 (a)	Fair Value Estimate at September 30, 2026	Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Description:					
Notes receivable, net (b)	**$ 90,480**	**$ 88,226**	**$ —**	**$ —**	**$ 88,226**
Equity securities (c)	**864**	**864**	**864**	**—**	**—**
Derivatives - Interest rate contracts (d)	**2,131**	**2,131**	**—**	**2,131**	**—**
Total assets	**$ 93,475**	**$ 91,221**	**$ 864**	**$ 2,131**	**$ 88,226**
Secured debt instruments - fixed rate: (e)					
Mortgage notes payable	**$ 906,752**	**$ 843,596**	**$ —**	**$ —**	**$ 843,596**
Secured debt instruments - variable rate: (e)					
Tax-exempt secured notes payable	**27,000**	**27,000**	**—**	**—**	**27,000**
Unsecured debt instruments: (e)					
Working capital credit facility	**34,558**	**34,558**	—	—	**34,558**
Commercial paper program	**700,000**	**700,000**	—	—	**700,000**
Unsecured notes	**4,105,351**	**3,662,589**	—	—	**3,662,589**
Total liabilities	**$ 5,773,661**	**$ 5,267,743**	**$ —**	**$ —**	**$ 5,267,743**
Redeemable noncontrolling interests in the Operating Partnership (f)	**$ 799,194**	**$ 799,194**	**$ —**	**$ 799,194**	**$ —**

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SEPTEMBER 30, 2026

			Fair Value at December 31, 2025, Using		
	Total Carrying Amount in Statement of Financial Position at December 31, 2025 (a)	Fair Value Estimate at December 31, 2025	Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Description:					
Notes receivable, net (b)	$ 149,979	$ 144,160	$ —	$ —	$ 144,160
Equity securities (c)	1,479	1,479	1,479	—	—
Derivatives - Interest rate contracts (d)	272	272	—	272	—
Total assets	$ 151,730	$ 145,911	$ 1,479	$ 272	$ 144,160
Secured debt instruments - fixed rate: (e)					
Mortgage notes payable	$ 937,007	$ 895,881	$ —	$ —	$ 895,881
Secured debt instruments - variable rate: (e)					
Tax-exempt secured notes payable	27,000	27,000	—	—	27,000
Unsecured debt instruments: (e)					
Working capital credit facility	26,381	26,381	—	—	26,381
Commercial paper program	445,000	445,000	—	—	445,000
Unsecured notes	4,406,646	4,092,949	—	—	4,092,949
Total liabilities	$ 5,842,034	$ 5,487,211	$ —	$ —	$ 5,487,211
Redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership (f)	$ 859,966	$ 859,966	$ —	$ 859,966	$ —

(a) Certain balances include fair market value adjustments and exclude deferred financing costs.

(b) See Note 2, *Significant Accounting Policies*. Notes receivable, net includes any accrued and unpaid interest, as applicable, and allowance for credit losses.

(c) The Company holds a direct investment in a publicly traded real estate technology company, SmartRent. The investment is valued at the market price on September 30, 2026 and December 31, 2025. The Company currently classifies the investment as Level 1 in the fair value hierarchy.

(d) See Note 11, *Derivatives and Hedging Activity*.

(e) See Note 7, *Secured and Unsecured Debt, Net*.

(f) See Note 9, *Noncontrolling Interests.*

There were no transfers into or out of any of the levels of the fair value hierarchy during the nine months ended September 30, 2026.

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 swaps and caps 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.

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 September 30, 2026 and December 31, 2025, 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, prior to its liquidation in July 2026, the 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, prior to its liquidation in July 2026, the DownREIT Partnership) are classified as Level 2.

Financial Instruments Not Carried at Fair Value

At September 30, 2026 and December 31, 2025, 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, which includes notes receivable and debt instruments, are classified in Level 3 of the fair value hierarchy due to the significant unobservable inputs that are utilized in their respective valuations.

11. 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 changes in the fair value of derivatives designated and that qualify as cash flow hedges are recorded in *Accumulated other comprehensive income/(loss), net* on the Consolidated Balance Sheets and subsequently reclassified

into earnings in the period that the hedged forecasted transaction affects earnings. During the three and nine months ended September 30, 2026 and 2025, such derivatives were used to hedge the variable cash flows associated with existing variable-rate debt.

Amounts reported in *Accumulated other comprehensive income/(loss), net* on the Consolidated Balance Sheets related to derivatives that will be reclassified to interest expense as interest payments are made on the Company's variable-rate debt. Through September 30, 2027, the Company estimates that an additional $2.1 million will be reclassified as a decrease to *Interest expense*.

As of September 30, 2026, 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 and caps	4	$ 183,977

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. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings. As of September 30, 2026, no derivatives not designated as hedges were held by the Company.

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 September 30, 2026 and December 31, 2025 (*dollars in thousands*):

	Asset Derivatives (included in *Other assets*)		Liability Derivatives (included in *Other liabilities*)	
	Fair Value at:		Fair Value at:	
	September 30, 2026	December 31, 2025	September 30, 2026	December 31, 2025
Derivatives designated as hedging instruments:				
Interest rate products	**$ 2,131**	$ 272	**$ —**	$ —

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 three and nine months ended September 30, 2026 and 2025 (*dollars in thousands*):

Derivatives in Cash Flow Hedging Relationships	*Unrealized holding gain/(loss)* Recognized in OCI		Gain/(Loss) Reclassified from Accumulated OCI into *Interest expense*		Gain/(Loss) Recognized in *Interest expense* (Amount Excluded from Effectiveness Testing)	
	2026	2025	2026	2025	2026	2025
Three Months Ended September 30,						
Interest rate products	**$ 700**	$ 547	**$ 211**	$ (279)	**$ —**	$ —
Nine Months Ended September 30,						
Interest rate products	**$ 2,465**	$ 628	**$ 618**	$ 2,467	**$ —**	$ —

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Total amount of *Interest expense* presented on the Consolidated Statements of Operations	**$ 48,583**	$ 50,569	**$ 144,799**	$ 146,935

Credit-risk-related Contingent Features

The Company has agreements with its derivative counterparties that contain a provision where 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.

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 agreement, 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.

Tabular Disclosure of Offsetting Derivatives

The Company has elected not to offset derivative positions on the consolidated financial statements. The table below presents the effect on its financial position had the Company made the election to offset its derivative positions as of September 30, 2026 and December 31, 2025 *(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	
September 30, 2026	**$ 2,131**	**$ —**	**$ 2,131**	**$ —**	**$ —**	**$ 2,131**
December 31, 2025	$ 272	$ —	$ 272	$ —	$ —	$ 272

(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.

12. STOCK BASED COMPENSATION

The Company recognized stock based compensation expense, inclusive of awards granted to our non-employee directors, net of capitalization, of $8.0 million and $3.1 million during the three months ended September 30, 2026 and 2025, respectively, and $24.4 million and $19.3 million during the nine months ended September 30, 2026 and 2025, respectively, which are included in *General and Administrative* on the Consolidated Statements of Operations.

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13. COMMITMENTS AND CONTINGENCIES

Commitments

The following summarizes the Company's commitments at September 30, 2026 (*dollars in thousands*):

	Number Properties	UDR's Investment (a)	UDR's Remaining Commitment
Real estate commitments			
Wholly-owned — under development	2	$ 170,391	$ 144,509
Other unconsolidated investments:			
Real estate technology and sustainability investments (b)	-	140,725	28,275
Total		$ 311,116	$ 172,784

(a) Represents UDR's investment as of September 30, 2026.

(b) As of September 30, 2026, the investments were recorded in either *Investment in and advances to unconsolidated joint ventures, net* or *Other Assets* on the Consolidated Balance Sheets.

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 flows.

We have been named as a defendant in a number of cases alleging antitrust violations by RealPage, Inc., a vendor providing revenue management software products, and various owners or managers of multifamily housing, which cases have been consolidated in the United States Court for the Middle District of Tennessee with the Second Amended Complaint filed September 7, 2023 and cases with similar allegations that have been filed by the District of Columbia on November 1, 2023 in the Superior Court of the District of Columbia, the State of Maryland on January 15, 2025 in the Circuit Court for Prince George's County, Maryland, subsequently transferred to the Circuit Court for Baltimore City, Maryland, and on April 8, 2025 in the Superior Court for King County, Washington**.** These cases seek injunctive relief as well as monetary damages. We believe that there are defenses, both factual and legal, to the allegations in such cases and we intend to vigorously defend such suits. We are also aware that governmental investigations regarding antitrust matters in the multifamily industry are occurring and the federal government and various state attorneys general have filed a civil lawsuit against RealPage, Inc. and certain owners or managers of multifamily housing to which we are not a party. As all of the above proceedings are in the early stages, it is not possible for us to predict the outcome or to estimate the amount of loss, if any, that may be associated with an adverse decision in any of these cases or any case that may be brought based on the investigations. As a result, as of September 30, 2026, there is no liability recorded.

14. REPORTABLE SEGMENTS

GAAP guidance requires that segment disclosures present the measure(s) used by the Chief Operating Decision Maker ("CODM") to decide how to allocate resources and for purposes of assessing such segments' performance. UDR's CODM is comprised of our Chairman, President and Chief Executive Officer, Chief Financial Officer, and Chief Operating Officer, 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 net operating income ("NOI"). NOI is a useful metric for investors as it is a more meaningful representation of a community's continuing operating performance than net income as it is prior to corporate-level expense allocations, general and administrative costs, capital structure and depreciation and amortization. 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, which align with the segment-level information that is regularly provided to our CODM. Excluded from NOI is property management expense, which is calculated as 3.25% of property revenue, and land rent. Property management expense covers costs directly related to consolidated property operations, inclusive of corporate management, regional supervision, accounting and other costs. UDR's CODM utilizes NOI as the key measure of segment profit or loss to assess the performance of each segment and to allocate resources (including employees and financial or capital resources) primarily during the quarterly or annual business review and annual budget and forecasting process.

UDR's two reportable segments are *Same-Store Communities* and *Non-Mature Communities/Other*:

- *Same-Store Communities* represent those communities acquired, developed, and stabilized prior to July 1, 2025 (for quarter-to-date comparison) and January 1, 2025 (for year-to-date comparison) and held as of September 30, 2026. 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 period, there is no plan to conduct substantial redevelopment activities, and the community is not classified as 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 CODM.

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 three and nine months ended September 30, 2026 and 2025.

The following is a description of the principal streams from which the Company generates its revenue:

Lease Revenue

Lease revenue related to leases is recognized on an accrual basis when due from residents or tenants in accordance with ASC 842, *Leases*. Rental payments are generally due on a monthly basis and recognized on a straight-line basis over the noncancellable lease term because collection of the lease payments was probable at lease commencement, inclusive of any periods covered by an option to extend the lease if the lessee is reasonably certain to exercise that option. In addition, in circumstances where a lease incentive is provided to tenants, the incentive is recognized as a reduction of lease revenue on a straight-line basis over the lease term.

Lease revenue also includes all pass-through revenue from retail and residential leases and common area maintenance reimbursements from retail leases. These services represent non-lease components in a contract as the Company transfers a service to the lessee other than the right to use the underlying asset. The Company has elected the practical expedient under the leasing standard to not separate lease and non-lease components from its resident and retail lease contracts as the timing and pattern of revenue recognition for the non-lease component and related lease component are the same and the combined single lease component would be classified as an operating lease.

Other Revenue

Other revenue is generated by services provided by the Company to its retail and residential tenants and other unrelated third parties. Revenue is measured based on consideration specified in contracts with customers. The Company recognizes revenue when it satisfies a performance obligation by providing the services specified in a contract to the customer. These fees are generally recognized as earned.

Joint venture management and other fees

The *Joint venture management and other fees* revenue consists of management fees charged to our equity method joint ventures per the terms of contractual agreements and other fees. Joint venture fee revenue is recognized monthly as the management services are provided and the fees are earned or upon a transaction whereby the Company earns a fee. *Joint venture management and other fees* are not allocable to a specific reportable segment or segments.

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The following table details rental income and NOI for UDR's reportable segments for the three and nine months ended September 30, 2026 and 2025, and reconciles NOI to *Net income/(loss) attributable to UDR, Inc.* on the Consolidated Statements of Operations *(dollars in thousands)*:

	Three Months Ended September 30, (a)		Nine Months Ended September 30, (b)	
	2026	**2025**	**2026**	**2025**
Reportable apartment home segment lease revenue				
Same-Store Communities				
West Region	**$ 127,098**	$ 122,427	**$ 376,146**	$ 363,792
Northeast Region	**83,888**	81,987	**248,894**	242,623
Mid-Atlantic Region	**75,815**	75,879	**227,590**	226,428
Southeast Region	**51,997**	52,738	**147,658**	150,534
Southwest Region	**47,613**	48,260	**140,021**	142,548
Non-Mature Communities/Other	**21,192**	31,653	**83,022**	99,979
Total segment and consolidated lease revenue	**$ 407,603**	$ 412,944	**$ 1,223,331**	$ 1,225,904
Reportable apartment home segment other revenue				
Same-Store Communities				
West Region	**$ 3,441**	$ 3,427	**$ 9,675**	$ 9,805
Northeast Region	**2,696**	2,696	**7,115**	7,289
Mid-Atlantic Region	**4,024**	3,705	**11,227**	10,409
Southeast Region	**3,248**	3,107	**9,158**	8,697
Southwest Region	**2,797**	2,450	**7,633**	6,990
Non-Mature Communities/Other	**772**	965	**2,696**	3,037
Total segment and consolidated other revenue	**$ 16,978**	$ 16,350	**$ 47,504**	$ 46,227
Total reportable apartment home segment rental income				
Same-Store Communities				
West Region	**$ 130,539**	$ 125,854	**$ 385,821**	$ 373,597
Northeast Region	**86,584**	84,683	**256,009**	249,912
Mid-Atlantic Region	**79,839**	79,584	**238,817**	236,837
Southeast Region	**55,245**	55,845	**156,816**	159,231
Southwest Region	**50,410**	50,710	**147,654**	149,538
Non-Mature Communities/Other	**21,964**	32,618	**85,718**	103,016
Total segment and consolidated rental income	**$ 424,581**	$ 429,294	**$ 1,270,835**	$ 1,272,131
Total reportable apartment home segment direct property rental expenses				
Same-Store Communities				
Personnel	**$ 18,911**	$ 17,994	**$ 56,376**	$ 53,987
Utilities	**19,191**	18,201	**56,729**	53,331
Repair and maintenance	**27,032**	26,400	**76,608**	74,382
Administrative and marketing	**10,448**	10,204	**29,686**	28,741
Real estate taxes	**49,210**	48,023	**147,809**	144,517
Insurance	**4,712**	5,318	**14,635**	15,176
Non-Mature Communities/Other (c)	**8,479**	11,019	**29,908**	34,381
Total segment and consolidated direct property rental expenses	**$ 137,983**	$ 137,159	**$ 411,751**	$ 404,515
Reportable apartment home segment NOI				
Same-Store Communities				
West Region	**$ 95,300**	$ 91,985	**$ 281,693**	$ 274,771
Northeast Region	**56,632**	55,251	**165,133**	161,642
Mid-Atlantic Region	**53,251**	53,770	**160,430**	161,370
Southeast Region	**37,075**	38,478	**104,915**	108,395
Southwest Region	**30,855**	31,052	**91,104**	92,803
Non-Mature Communities/Other	**13,485**	21,599	**55,809**	68,635
Total segment and consolidated NOI	**286,598**	292,135	**859,084**	867,616

Reconciling items:				
Joint venture management and other fees	**3,500**	2,570	**8,494**	7,080
Property management	**(13,799)**	(13,952)	**(41,302)**	(41,344)
Other operating expenses	**(10,039)**	(6,975)	**(32,420)**	(22,787)
Real estate depreciation and amortization	**(161,569)**	(165,926)	**(482,957)**	(490,511)
General and administrative	**(20,559)**	(22,732)	**(58,637)**	(62,156)
Casualty-related (charges)/recoveries, net	**(548)**	(1,755)	**(9,350)**	(8,434)
Other depreciation and amortization	**(3,479)**	(7,009)	**(10,265)**	(21,463)
Gain/(loss) on sale of real estate owned	**190,084**	—	**383,204**	47,939
Income/(loss) from unconsolidated entities	**1,613**	14,011	**24,580**	23,454
Interest expense	**(48,583)**	(50,569)	**(144,799)**	(146,935)
Interest income and other income/(expense), net	**8,144**	3,714	**13,174**	13,769
Tax (provision)/benefit, net	**(489)**	(382)	**(1,373)**	(798)
Net (income)/loss attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	**(14,768)**	(2,709)	**(32,438)**	(10,593)
Net (income)/loss attributable to noncontrolling interests	**(12)**	(12)	**(35)**	(35)
Net income/(loss) attributable to UDR, Inc.	**$ 216,094**	$ 40,409	**$ 474,960**	$ 154,802

(a) *Same-Store Community* population consisted of 51,824 apartment homes.
(b) *Same-Store Community* population consisted of 51,409 apartment homes
(c) Non-Mature Communities/Other direct property rental expenses include costs to manage recently acquired, developed and redeveloped communities, and the non-apartment components of mixed-use properties.

The following table details the assets of UDR's reportable segments as of September 30, 2026 and December 31, 2025 *(dollars in thousands)*:

	September 30, 2026	December 31, 2025
Reportable apartment home segment assets:		
Same-Store Communities (a):		
West Region	**$ 4,600,910**	$ 4,548,969
Northeast Region	**3,868,684**	3,719,988
Mid-Atlantic Region	**3,242,532**	3,221,715
Southeast Region	**1,699,816**	1,422,969
Southwest Region	**1,825,447**	1,842,746
Non-Mature Communities/Other	**1,391,256**	1,731,498
Total segment assets	**16,628,645**	16,487,885
Accumulated depreciation	**(7,545,322)**	(7,374,546)
Total segment assets — net book value	**9,083,323**	9,113,339
Reconciling items:		
Cash and cash equivalents	**1,184**	1,222
Restricted cash	**35,778**	35,710
Notes receivable, net	**90,480**	149,979
Investment in and advances to unconsolidated joint ventures, net	**659,105**	886,492
Operating lease right-of-use assets	**184,642**	187,624
Other assets	**246,704**	231,308
Total consolidated assets	**$ 10,301,216**	$ 10,605,674

(a) *Same-Store Community* population consisted of 51,824 apartment homes.

Markets included in the above geographic segments are as follows:

i. West Region — Orange County, San Francisco, Seattle, Monterey Peninsula, Los Angeles, Other Southern California and Portland

ii. Northeast Region — Boston, New York and Philadelphia

iii. Mid-Atlantic Region — Metropolitan D.C., Baltimore and Richmond

iv. Southeast Region — Tampa, Orlando, Nashville and Other Florida

v. Southwest Region — Dallas, Austin and Denver

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Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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 for the three and nine months ended September 30, 2026 and 2025, of UDR, Inc. Unless the context otherwise requires, all references in this Quarterly Report on Form 10-Q (this "Report") to "UDR," the "Company," "we," "our" and "us" refer to UDR, Inc., together with its consolidated subsidiaries, including United Dominion Realty, L.P. (the "Operating Partnership" or the "OP") and, prior to its liquidation in July 2026, UDR Lighthouse DownREIT L.P. (the "DownREIT Partnership").

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, as amended (the "Exchange Act"). 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.

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

- general market and economic conditions;
- the impact of inflation/deflation, tariffs, geopolitical tensions and government shutdowns;
- unfavorable changes in apartment market and economic conditions that could adversely affect occupancy levels and rental rates;
- the failure of acquisitions, developments or redevelopments 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, fires, floods, ice storms and other weather-related events, which could result in substantial costs to us;
- risks from climate change that impacts our properties or operations;
- risks from extraordinary losses for which we may not have insurance or adequate reserves;
- risks from cybersecurity breaches of our information technology systems and the information technology systems of our third party vendors and other third parties;
- the availability of capital and the stability of the capital markets;
- changes in job growth, home affordability and the demand/supply ratio for multifamily housing;
- the failure of automation or technology to help grow net operating income;
- 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 or at expected rent and occupancy levels;
- our failure to succeed in new markets;

- risks that third parties who have an interest in or are otherwise involved in projects in which we have an interest, including mezzanine borrowers, joint venture partners or other investors, do not perform as expected;
- 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 control 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, rent control or stabilization laws or other laws affecting our business.

A discussion of these and other factors affecting our business and prospects is set forth in Part II, 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.

Business Overview

We are a self-administered real estate investment trust, or REIT, that owns, operates, acquires, renovates, develops, redevelops, disposes of, and manages multifamily apartment communities in targeted markets located in the United States. 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.

At September 30, 2026, our consolidated real estate portfolio included 162 communities in 12 states plus the District of Columbia totaling 54,222 apartment homes. In addition, we have an ownership interest in 8,410 completed or to-be-completed apartment homes through unconsolidated joint ventures or partnerships, including 2,649 apartment homes owned by entities in which we hold preferred equity investments. The *Same-Store Community* apartment home population for the three and nine months ended September 30, 2026, was 51,824 and 51,409, respectively.

The following table summarizes our same-store market information by major geographic markets as of and for the three and nine months ended September 30, 2026, as applicable:

	September 30, 2026				Three Months Ended September 30, 2026		Nine Months Ended September 30, 2026	
Same-Store Communities	**Number of Apartment Communities**	**Number of Apartment Homes**	**Percentage of Total Carrying Value**	**Total Carrying Value (in thousands)**	**Weighted Average Physical Occupancy**	**Monthly Income per Occupied Home (a)**	**Weighted Average Physical Occupancy**	**Monthly Income per Occupied Home (a)**
West Region								
Orange County, CA	8	4,305	8.7 %	$ 1,447,317	96.8 %	$ 3,285	96.4 %	$ 3,253
San Francisco, CA	14	3,317	7.5 %	1,246,378	97.1 %	3,957	97.5 %	3,824
Seattle, WA	12	2,291	5.6 %	934,851	96.5 %	3,016	96.9 %	2,982
Monterey Peninsula, CA	7	1,567	1.3 %	212,374	96.5 %	2,435	96.7 %	2,426
Los Angeles, CA	4	1,225	3.0 %	499,344	95.8 %	3,296	96.0 %	3,280
Other Southern California	3	821	1.4 %	232,807	97.1 %	2,995	96.8 %	2,999
Portland, OR	1	220	0.2 %	27,839	96.9 %	2,157	97.1 %	2,157
Northeast Region								
Boston, MA	12	4,667	12.1 %	2,006,414	96.1 %	3,408	96.4 %	3,384
New York, NY	4	1,945	8.5 %	1,411,642	97.6 %	5,544	97.9 %	5,367
Philadelphia, PA	4	1,172	2.7 %	450,628	96.8 %	2,688	96.7 %	2,655
Mid-Atlantic Region								
Metropolitan D.C.	23	8,723	16.0 %	2,659,771	96.1 %	2,569	96.3 %	2,557
Baltimore, MD	6	1,721	3.0 %	491,417	96.3 %	2,156	96.5 %	2,137
Richmond, VA	2	841	0.5 %	91,344	94.1 %	1,894	94.4 %	1,886
Southeast Region								
Tampa, FL	11	3,941	5.0 %	830,959	96.9 %	2,219	96.6 %	2,145
Orlando, FL	10	3,293	3.5 %	579,917	97.0 %	1,902	96.7 %	1,903
Nashville, TN	5	1,518	1.1 %	188,328	95.5 %	1,664	95.1 %	1,674
Other Florida	1	636	0.6 %	100,612	96.2 %	2,435	96.3 %	2,384
Southwest Region								
Dallas, TX	20	7,449	8.4 %	1,390,723	96.8 %	1,812	96.8 %	1,781
Austin, TX	6	1,880	2.0 %	331,488	97.2 %	1,715	97.0 %	1,717
Denver, CO	1	292	0.6 %	103,236	96.3 %	2,112	96.2 %	2,080
Total/Average Same-Store Communities	154	51,824	91.7 %	15,237,389	96.6 %	$ 2,682	96.6 %	$ 2,652
Non-Mature, Commercial Properties & Other	6	1,951	7.0 %	1,166,285				
Total Real Estate Held for Investment	160	53,775	98.7 %	16,403,674				
Real Estate Under Development (b)	1	51	1.0 %	170,391				
Real Estate Held for Disposition (c)	1	396	0.3 %	54,580				
Total Real Estate Owned	162	54,222	100.0 %	16,628,645				
Total Accumulated Depreciation				(7,545,322)				
Total Real Estate Owned, Net of Accumulated Depreciation				$ 9,083,323				

(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 September 30, 2026, the Company was developing two wholly-owned communities with a total of 685 apartment homes, of which 51 have been completed.

(c) The Company had one community located in Alexandria, Virginia that met the criteria to be classified as held for disposition at September 30, 2026.

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 July 1, 2025 (for quarter-to-date comparison) and January 1, 2025 (for year-to-date comparison) and held as of September 30, 2026. These communities were owned and had stabilized occupancy and operating expenses as of the beginning of the prior period, there is no plan to conduct substantial redevelopment activities, and the communities are not classified as 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.

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 working capital credit facility, our unsecured revolving credit facility and issuances of commercial paper 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 continue to execute on maintaining a diversified portfolio.

We expect to meet our short-term liquidity requirements generally through net cash provided by property operations and borrowings under our credit agreements and our unsecured commercial paper program. 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 net cash provided by property operations, secured and unsecured borrowings, the issuance of debt or equity securities, the disposition of properties, and/or the sale of interests in properties through joint ventures, such as the Apollo JV formed in October 2026, which provided approximately $1.34 billion of cash proceeds (see Note 5, Joint Ventures and Partnerships). We believe that our net cash provided by property operations and borrowings under our credit agreements and our unsecured commercial paper program 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 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.

In July 2021, the Company entered into an ATM sales agreement under which the Company may offer and sell up to 20.0 million shares of its common stock, from time to time, to or through its sales agents and may enter into separate forward sales agreements to or through its forward purchasers. During the three and nine months ended September 30, 2026, the Company did not sell any shares of common stock through its ATM program. As of September 30, 2026, we had 14.0 million shares of common stock available for future issuance under the ATM program.

In connection with any forward sales agreement under the Company's ATM program, the relevant forward purchasers will borrow from third parties and, through the relevant sales agent, acting in its role as forward seller, sell a number of shares of the Company's common stock equal to the number of shares underlying the agreement. The Company does not initially receive any proceeds from any sale of borrowed shares by the forward seller.

During the three months ended September 30, 2026, the Company did not repurchase any shares of its common stock. During the nine months ended September 30, 2026, the Company repurchased 8.2 million shares of its common stock at an average price of $36.43 per share for total consideration of approximately $300.3 million under its share repurchase program. Through the end of October 2026, the Company repurchased an additional 5.2 million shares of its common stock at an average price of $35.48 per share for total consideration of approximately $185.1 million under its share repurchase program.

The Company has a $1.3 billion unsecured revolving credit facility (the "Revolving Credit Facility") and a $350.0 million unsecured term loan (the "Term Loan"). The credit agreement for these facilities (the "Credit Agreement") allows the total commitments under the Revolving Credit Facility and the total borrowings under the Term Loan to be increased to an aggregate maximum amount of up to $2.5 billion, subject to certain conditions, including obtaining commitments from one or more lenders. The Revolving Credit Facility has a scheduled maturity date of August 31, 2028, with two six-month extension options, subject to certain conditions. The Term Loan has a scheduled maturity date of January 2029, with two one-year extension options, subject to certain conditions.

The Company has an unsecured commercial paper program. Under the terms of the program, the Company may issue unsecured commercial paper up to a maximum aggregate amount outstanding of $700.0 million. The notes are sold under customary terms in the United States commercial paper market and rank pari passu with all of the Company's other unsecured indebtedness. The notes are fully and unconditionally guaranteed by the Operating Partnership. As of September 30, 2026, we had issued $700.0 million of commercial paper, for one month terms, at a weighted average annualized rate of 4.15%, leaving no unused capacity.

In September 2026, the Company repaid its $300.0 million 2.95% senior unsecured medium-term notes due September 1, 2026, primarily with borrowings from the Company's unsecured commercial paper program.

Future Capital Needs

Future development and redevelopment expenditures may be funded through unsecured or secured credit facilities, unsecured commercial paper, 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 the remainder of 2026, we have approximately $26.7 million of secured debt maturing, inclusive of principal amortization, and $700.0 million of unsecured debt maturing, comprised solely of unsecured commercial paper. We anticipate repaying the remaining debt with cash flow from our operations, proceeds from debt or equity offerings, proceeds from dispositions of properties, or from borrowings under our credit agreements and our unsecured commercial paper program.

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.

Guarantor Subsidiary Summarized Financial Information

UDR has certain outstanding debt securities that are guaranteed by the Operating Partnership. With respect to this debt, as further outlined below, the Operating Partnership fully and unconditionally guarantees payment of any principal, premium and interest in full to the holders thereof. The Operating Partnership is a subsidiary of UDR, through which UDR conducts a significant portion of its business and holds a substantial amount of its assets. UDR also conducts business through other subsidiaries, including its taxable REIT subsidiaries. In addition to its ownership interest in the Operating Partnership, UDR holds interests in subsidiaries and joint ventures, owns and operates properties, issues securities from time to time and guarantees debt of certain of its subsidiaries. UDR, as the sole general partner of the Operating Partnership, owns 100 percent of the Operating Partnership's general partnership interests and approximately 90 percent of its limited partnership interests and, by virtue thereof, has the ability to control all of the day-to-day operations of the Operating Partnership. UDR has concluded that it is the primary beneficiary of, and therefore consolidates, the Operating Partnership.

The Operating Partnership is the subsidiary guarantor of certain of our registered debt securities, including the $300 million of medium-term notes due July 2027, $300 million of medium-term notes due January 2028, $300 million of medium-term notes due January 2029, $600 million of medium-term notes due January 2030, $600 million of medium-term notes due August 2031, $400 million of medium-term notes due August 2032, $350 million of medium-term notes due March 2033, $300 million of medium-term notes due in June 2033, $300 million of medium-term notes due September 2034 and $300 million of medium-term notes due November 2034.

The Operating Partnership fully and unconditionally guarantees payment of any principal, premium and interest in full to the holders of the notes described above. The guarantee forms part of the indenture under which the notes were issued. If, for any reason, we do not make any required payment in respect of the notes when due, the Operating Partnership will cause the payment to be made to, or to the order of, the applicable paying agent on behalf of the trustee. Holders of the notes may enforce their rights under the guarantee directly against the Operating Partnership without first making a demand or taking action against UDR or any other person or entity. The Operating Partnership may, without the consent of the holders of the notes, assume all of our rights and obligations under the notes and, upon such assumption, we will be released from our liabilities under the indenture and the notes.

The notes are UDR's unsecured general obligations and rank equally with all of UDR's other unsecured and unsubordinated indebtedness outstanding from time to time. As a result, our payment of amounts due on the notes is

subordinated to all of our existing and future secured obligations to the extent of the value of the collateral pledged toward any such secured obligation. Our payment of amounts due on the notes also is effectively subordinated to all liabilities, whether secured or unsecured, of any of our non-guarantor subsidiaries because, in the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to such subsidiaries, we, as an equity holder of such subsidiaries, would not receive distributions from such subsidiaries until claims of any creditors of such subsidiaries are satisfied.

The following tables present the summarized financial information for the Operating Partnership as of September 30, 2026 and December 31, 2025, and for the three and nine months ended September 30, 2026 and 2025. The information presented below excludes eliminations necessary to arrive at the information on a consolidated basis (dollars in thousands):

	September 30, 2026	December 31, 2025
Total real estate, net	**$ 4,198,453**	$ 2,624,249
Operating lease right-of-use assets	**185,231**	188,343
Other assets	**70,314**	37,548
Total assets	**$ 4,453,998**	$ 2,850,140
Secured debt, net	**$ 729,557**	$ 375,820
Notes payable to UDR (a)	**1,520,206**	1,697,552
Operating lease liabilities	**180,660**	183,731
Other liabilities	**345,024**	146,348
Total liabilities	**2,775,447**	2,403,451
Total capital	**$ 1,678,551**	**$** 446,689

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Total revenue	**$ 199,919**	$ 154,564	**$ 511,143**	$ 459,592
Property operating expenses	**(80,988)**	(61,581)	**(206,572)**	(186,168)
Real estate depreciation and amortization	**(64,448)**	(47,206)	**(160,686)**	(139,896)
Operating income/(loss)	**54,483**	45,777	**143,885**	133,528
Interest expense (a)	**(22,301)**	(18,955)	**(62,748)**	(55,278)
Gain/(loss) on sale of real estate	**191,362**	—	**273,417**	—
Other income/(loss)	**(4,170)**	(1,331)	**(2,381)**	(4,384)
Net income/(loss)	**$ 219,374**	$ 25,491	**$ 352,173**	$ 73,866

(a) All $1.5 billion and $1.7 billion notes payable to UDR as of September 30, 2026 and December 31, 2025, respectively, and $15.6 million and $14.7 million of interest expense on notes payable to UDR for the three months ended September 30, 2026 and 2025, respectively, and $47.6 million and $42.4 million of interest expense on notes payable to UDR for the nine months ended September 30, 2026 and 2025, respectively, eliminate upon consolidation of UDR's consolidated financial statements.

Critical Accounting Policies and Estimates and New Accounting Pronouncements

Our critical accounting policies are those having the most impact on the reporting of our financial condition and results and those requiring significant judgments and estimates. These policies include those related to (1) capital expenditures, (2) impairment of long-lived assets, (3) real estate investment properties, and (4) revenue recognition.

Our critical accounting policies are described in more detail in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in UDR's Annual Report on Form 10-K, filed with the SEC on February 17, 2026. There have been no significant changes in our critical accounting policies from those reported in our Form 10-K filed with the SEC on February 17, 2026. With respect to these critical accounting policies, we believe that the application of judgments and assessments is consistently applied and produces financial information that fairly depicts the results of operations for all periods presented.

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 nine months ended September 30, 2026 and 2025.

Operating Activities

For the nine months ended September 30, 2026, our *Net cash provided by/(used in) operating activities* was $592.7 million, compared to $641.5 million for the comparable period in 2025. The decrease in cash flow from operating activities was primarily due to a decrease in NOI, primarily due to operating communities sold during 2026 and 2025, partially offset by higher revenue per occupied home, a decrease in operating distributions from our unconsolidated joint ventures and partnerships, and changes in operating assets and liabilities.

Investing Activities

For the nine months ended September 30, 2026, *Net cash provided by/(used in) investing activities* was $233.9 million, compared to $(154.1) million for the comparable period in 2025. The increase in cash provided by investing activities was primarily due to an increase in distributions received from unconsolidated joint ventures and partnerships, a decrease in the issuance of notes receivable during the current period compared to the prior year period, a decrease in capital expenditures, a decrease in investments in unconsolidated joint ventures and partnerships, and an increase in proceeds from the sales of real estate investments, partially offset by an increase in spend on acquisitions and an increase in spend for development of real estate.

Acquisitions

In April 2026, the Company acquired a 232 apartment home operating apartment community located in Portland, Oregon in connection with the liquidation of the Company's interest in a joint venture. As a result, the community became wholly owned, and the Company began consolidating the community. In connection with the liquidation, the Company repaid the joint venture's $53.4 million first mortgage loan and settled its $18.9 million preferred equity investment. No cash consideration was paid to the joint venture partner in connection with the acquisition. The Company increased its real estate assets owned by approximately $72.1 million, and recorded $1.2 million of in-place lease intangibles. Following the recognition of the acquired assets and assumed liabilities, the Company recognized a gain on consolidation of $0.3 million in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. (See Note 5, *Joint Ventures and Partnerships* for more information.)

In June 2026, the Company acquired the developer's equity interest in a 66 apartment home operating community located in Santa Monica, California. The Company previously held a secured first mortgage loan and preferred equity investment with the joint venture. In connection with the acquisition, the Company issued $2.8 million of OP Units to the developer. As a result, the joint venture became wholly owned, and the Company began consolidating the community. Concurrent with the acquisition, the Company's first mortgage loan, including accrued interest, was settled in full, and its preferred equity investment was adjusted to its liquidation value, resulting in a $3.8 million gain recognized in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. The Company increased its real estate assets owned by approximately $45.1 million, and recorded $1.2 million of in-place lease intangibles.

In July 2026, the Company acquired a 286 apartment home operating apartment community located in Portland, Oregon in connection with the liquidation of the Company's interest in a joint venture. As a result, the community became wholly owned, and the Company began consolidating the community. In connection with the liquidation, the Company repaid the joint venture's $74.1 million first mortgage loan and settled its $27.5 million preferred equity investment, including accrued interest through the acquisition. No cash consideration was paid to the joint venture partner in connection with the acquisition. The Company increased its real estate assets owned by approximately $102.3 million, and recorded $2.0 million of in-place lease intangibles. Following the recognition of the acquired assets and assumed liabilities, the Company recognized a gain on consolidation of $2.1 million in *Income/(loss) from unconsolidated entities* on the Consolidated Statements of Operations. (See Note 5, *Joint Ventures and Partnerships* for more information.)

In September 2026, the Company acquired the developer's equity interest in a 483 apartment home community located in Riverside, California, by repaying the joint venture's first mortgage loan and obtaining the developer's interest through a deed in lieu of foreclosure. The Company previously held a secured mezzanine loan with the developer. As a result,

the community became wholly owned, and the Company began consolidating the community. Concurrent with the acquisition, the Company's secured mezzanine loan, including accrued interest, was settled in full. The Company increased its real estate assets owned by approximately $246.8 million, and recorded $3.3 million of in-place lease intangibles**.** Following the recognition of the acquired assets and assumed liabilities, the Company recognized a gain on consolidation of $1.1 million in *Interest income and other income/(expense), net* on the Consolidated Statements of Operations. (See Note 2, *Significant Accounting Policies* for more information.)

Dispositions

In March 2026, the Company sold four operating communities located in various markets with a total of 1,159 apartment homes for gross proceeds of $362.0 million, resulting in total gains of approximately $157.4 million.

In June 2026, the Company sold an operating community located in Nashville, Tennessee with 206 apartment homes for gross proceeds of $41.5 million, resulting in a gain of approximately $35.7 million.

In July 2026, the Company contributed one wholly-owned operating community, with 360 apartment homes located in Nashville, Tennessee, to our existing joint venture with LaSalle, while maintaining our 51% ownership interest in the venture. The contribution resulted in the Company no longer retaining a controlling interest in the community, and the Company deconsolidated the operating community. In connection with the contribution, our joint venture partner contributed cash and new debt was placed on the newly contributed operating community and an existing operating community, resulting in the Company receiving approximately $103.2 million of cash proceeds. The transaction was accounted for as a partial sale and resulted in a gain of approximately $75.2 million, which was recorded in *Gain/(loss) on sale of real estate owned* on the Consolidated Statement of Operations, which consisted of the gain on the partial sale and the initial measurement of our retained interest at fair value. (See Note 5, *Joint Ventures and Partnerships* for further discussion).

In July 2026, the Company sold an operating community located in Seattle, Washington with 235 apartment homes for gross proceeds of $157.0 million, resulting in a gain of approximately $93.7 million.

In September 2026, the Company sold an operating community located in Nashville, Tennessee with 177 apartment homes for gross proceeds of $26.0 million, resulting in a gain of approximately $21.2 million.

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 nine months ended September 30, 2026, total capital expenditures of $176.3 million, or $3,259 per stabilized home, which in aggregate include recurring capital expenditures and major renovations, were spent across our portfolio, excluding development, as compared to $196.2 million, or $3,545 per stabilized home, for the comparable period in 2025.

The decrease in total capital expenditures was primarily due to:

- a decrease of 36.4%, or $20.9 million, in major renovations, which includes major structural changes and/or architectural revisions to existing buildings; and

- a decrease of 6.8%, or $4.1 million, in NOI enhancing improvements, such as kitchen and bath remodels and upgrades to common areas.

This was partially offset by:

- an increase of $2.7 million in spend as compared to 2025 for our operating platform, which includes smart home technology updates at certain of our properties; and

- an increase of 3.3%, or $2.4 million, in recurring capital expenditures, which includes asset preservation expenditures and turnover-related expenditures.

The following table outlines capital expenditures and repair and maintenance costs for all of our communities, excluding real estate under development, for the nine months ended September 30, 2026 and 2025 (*dollars in thousands except Per Home amounts*):

	Nine Months Ended September 30,			Per Home Nine Months Ended September 30,		
	2026	2025	% Change	2026	2025	% Change
Turnover capital expenditures	**$ 13,189**	$ 12,915	2.1 %	**$ 244**	$ 233	4.7 %
Asset preservation expenditures	**63,778**	61,628	3.5 %	**1,179**	1,114	5.8 %
Total recurring capital expenditures	**76,967**	74,543	3.3 %	**1,423**	1,347	5.6 %
NOI enhancing improvements (a)	**55,765**	59,836	(6.8)%	**1,031**	1,082	(4.7)%
Major renovations (b)	**36,463**	57,338	(36.4)%	**674**	1,036	(34.9)%
Operations platform	**7,090**	4,433	59.9 %	**131**	80	63.8 %
Total capital expenditures (c)	**$ 176,285**	$ 196,150	(10.1)%	**$ 3,259**	$ 3,545	(8.1)%
Repair and maintenance expense	**$ 80,801**	$ 79,057	2.2 %	**$ 1,493**	$ 1,429	4.5 %
Average home count (d)	**54,106**	55,326	(2.2)%			

(a) NOI enhancing improvements are expenditures that we believe will result in increased income generation or decreased expense growth.
(b) Major renovations include major structural changes and/or architectural revisions to existing buildings.
(c) Total capital expenditures includes amounts capitalized during the year. Cash paid for capital expenditures is impacted by the net change in related accruals.
(d) Average number of homes is calculated based on the number of homes outstanding at the end of each month.

We intend to continue to selectively add NOI 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.

Consolidated Real Estate Under Development and Redevelopment

At September 30, 2026, our development pipeline consisted of two wholly-owned communities totaling 685 apartment homes, of which 51 have been completed, with a budget of $314.9 million, in which we have a gross carrying value of $170.4 million. The homes are estimated to be completed between the first quarter of 2027 and the second quarter of 2029. In addition, the Company is incurring and capitalizing costs directly related to predevelopment activities at other development sites in preparation of future commencements.

At September 30, 2026, the Company had no communities at which it was conducting substantial redevelopment activities.

Unconsolidated Joint Ventures and Partnerships

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

The Company's *Investment in and advances to unconsolidated joint ventures and partnerships, net*, are accounted for under the equity method of accounting. For the nine months ended September 30, 2026:

- we made investments totaling $5.3 million in our unconsolidated joint ventures and partnerships;
- our proportionate share of the net income/(loss) of the joint ventures and partnerships was $24.6 million; and
- we received distributions of $227.9 million, of which $30.6 million were operating cash flows and $197.3 million were investing cash flows.

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 incur any other-than-temporary

impairments in the value of its investments in unconsolidated joint ventures during the nine months ended September 30, 2026 and 2025.

Financing Activities

For the nine months ended September 30, 2026, our *Net cash provided by/(used in) financing activities* was $(826.5) million, compared to $(486.6) million for the comparable period of 2025.

The following significant financing activities occurred during the nine months ended September 30, 2026:

- repaid $30.0 million of secured debt;
- repaid $300.0 million of senior unsecured medium-term notes due September 2026;
- received net proceeds of $255.0 million, net on our unsecured commercial paper program;
- received net proceeds of $8.2 million on our revolving bank debt;
- repurchased 8.2 million common shares for approximately $300.3 million,
- paid $29.5 million of distributions to redeemable noncontrolling interests; and
- paid $422.6 million of distributions to our common stockholders.

Credit Facilities and Commercial Paper Program

The Company has a $1.3 billion unsecured revolving credit facility (the "Revolving Credit Facility") and a $350.0 million unsecured term loan (the "Term Loan"). The credit agreement for these facilities (the "Credit Agreement") allows the total commitments under the Revolving Credit Facility and the total borrowings under the Term Loan to be increased to an aggregate maximum amount of up to $2.5 billion, subject to certain conditions, including obtaining commitments from one or more lenders. The Revolving Credit Facility has a scheduled maturity date of August 31, 2028, with two six-month extension options, subject to certain conditions. The Term Loan has a scheduled maturity date of January 2029, with two one-year extension options, subject to certain conditions.

Based on the Company's current credit rating, the Revolving Credit Facility has an interest rate equal to SOFR plus a margin of 77.5 basis points and a facility fee of 15 basis points, and the Term Loan has an interest rate equal to SOFR plus a margin of 85.0 basis points. Depending on the Company's credit rating, the margin under the Revolving Credit Facility ranges from 70 to 140 basis points, the facility fee ranges from 10 to 30 basis points, and the margin under the Term Loan ranges from 75 to 160 basis points. In addition, the Credit Agreement allows for the Company in consultation with the sustainability structuring agent to propose key performance indicators with respect to certain environmental, social, and governance goals of the Company, and thresholds or targets with respect thereto, and a related amendment to the Credit Agreement, that if entered into may allow a change in the applicable margin for the Term Loan of up to five basis points.

As of September 30, 2026, we had no outstanding borrowings under the Revolving Credit Facility, leaving $1.3 billion of unused capacity (excluding $4.3 million of letters of credit at September 30, 2026), and $350.0 million of outstanding borrowings under the Term Loan.

The Company has a working capital credit facility, which provides for a $75.0 million unsecured revolving credit facility (the "Working Capital Credit Facility") with a scheduled maturity date of January 12, 2027, with two one-year extension options. Based on the Company's current credit rating, the Working Capital Credit Facility has an interest rate equal to SOFR plus a margin of 77.5 basis points. Depending on the Company's credit rating, the margin ranges from 70 to 140 basis points.

As of September 30, 2026, we had $34.6 million of outstanding borrowings under the Working Capital Credit Facility, leaving $40.4 million of unused capacity.

The bank revolving credit facilities and the term loan are subject to customary financial covenants and limitations, all of which we were in compliance with at September 30, 2026.

The Company has an unsecured commercial paper program. Under the terms of the program, the Company may issue unsecured commercial paper up to a maximum aggregate amount outstanding of $700.0 million. The notes are sold under customary terms in the United States commercial paper market and rank pari passu with all of the Company's other unsecured indebtedness. The notes are fully and unconditionally guaranteed by the Operating Partnership. As of September 30, 2026, we had issued $700.0 million of commercial paper, for one month terms, at a weighted average annualized rate of 4.15%, leaving no unused capacity.

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 and operations. 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 $936.6 million in variable rate debt that is not subject to interest rate swap contracts as of September 30, 2026. If market interest rates for variable rate debt increased by 100 basis points, our interest expense for the nine months ended September 30, 2026 would increase by $5.5 million based on the average balance outstanding during the period.

These amounts are determined by considering the impact of hypothetical interest rates on our borrowing cost. This analysis does not consider the effects of the adjusted level of overall economic activity that could exist in such an environment or actions we may take 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 11, *Derivatives and Hedging Activities*, in the Notes to the UDR Consolidated Financial Statements included in this Report for additional discussion of derivative instruments.

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

	Nine Months Ended September 30,	
	2026	**2025**
Net cash provided by/(used in) operating activities	**$ 592,675**	$ 641,480
Net cash provided by/(used in) investing activities	**233,893**	(154,065)
Net cash provided by/(used in) financing activities	**(826,538)**	(486,596)

Results of Operations

The following discussion explains the changes in results of operations that are presented in our Consolidated Statements of Operations for the three and nine months ended September 30, 2026 and 2025.

Net Income/(Loss) Attributable to Common Stockholders

Net income/(loss) attributable to common stockholders was $214.9 million ($0.67 per diluted share) for the three months ended September 30, 2026, as compared to $39.2 million ($0.12 per diluted share) for the comparable period in the prior year. The increase resulted primarily from the following items, all of which are discussed in further detail elsewhere within this Report:

- a gain on the sale of real estate of $190.1 million from the sale of two operating communities and the partial sale of one operating community located in various markets during the three months ended September 30, 2026, as compared to no gain on the sale of real estate during the three months ended September 30, 2025;

- a decrease in real estate depreciation expense of $4.3 million primarily due to communities sold in 2026 and 2025 and assets that became fully depreciated, partially offset by communities acquired in 2026 and 2025;

- an increase in interest income and other income/(expense), net of $4.4 million, primarily due to a $2.2 million increase in interest income on our notes receivable, a $1.1 million increase from a recognized gain on

consolidation and a decrease in unrealized losses from real estate technology funds during the three months ended September 30, 2026 as compared to the same period in 2025; and

- a decrease in other depreciation and amortization of $3.5 million primarily due to $3.3 million of software transition related costs incurred during the three months ended September 30, 2025, as compared to none during the three months ended September 30, 2026.

This was partially offset by:

- a decrease in income/(loss) from unconsolidated entities of $12.4 million primarily due to a $4.8 million decrease in income from our preferred equity investments due to the redemption of six of our preferred equity investments during 2026, a decrease of $4.5 million primarily from a decrease in unrealized gains recognized from our real estate technology funds, and a decrease of $3.1 million primarily attributable to an increase in depreciation and amortization expense during the three months ended September 30, 2026 as compared to the same period in 2025;

- an increase in net income attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership of $12.1 million primarily attributed to the noncontrolling interests' share of the gain from the sale of two operating communities and the partial sale of one operating community located in various markets during the three months ended September 30, 2026, as compared to no sales of operating communities in the same period of 2025; and

- an increase in other operating expenses of $3.1 million primarily due to an increase in legal fees incurred during the three months ended September 30, 2026 primarily related to the cases in which we have been named that allege antitrust violations by RealPage, Inc., as compared to the same period in 2025.

Net income/(loss) attributable to common stockholders was $471.3 million ($1.45 per diluted share) for the nine months ended September 30, 2026, as compared to $151.2 million ($0.46 per diluted share) for the comparable period in the prior year. The increase resulted primarily from the following items, all of which are discussed in further detail elsewhere within this Report:

- gains on the sale of real estate of $383.2 million from the sale of seven operating communities and the partial sale of one operating community located in various markets during the nine months ended September 30, 2026, as compared to gains on the sale of real estate of $47.9 million from the sale of two operating communities located in various markets during the nine months ended September 30, 2025;

- a decrease in other depreciation and amortization of $11.2 million primarily due to $9.3 million of software transition related costs incurred during the nine months ended September 30, 2025, as compared to none during the nine months ended September 30, 2026; and

- a decrease in real estate depreciation expense of $7.6 million primarily due to communities sold in 2026 and 2025 and assets that became fully depreciated, partially offset by communities acquired in 2026 and 2025.

This was partially offset by:

- an increase in net income attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership of $21.8 million primarily attributed to the noncontrolling interests' share of the gain from the sale of seven operating communities and the partial sale of one operating community located in various markets during the nine months ended September 30, 2026, as compared to the noncontrolling interests' share of the gain from the sale of two operating communities located in various markets in the same period of 2025; and

- an increase in other operating expenses of $9.6 million primarily due to an increase in legal fees incurred during the nine months ended September 30, 2026 primarily related to the cases in which we have been named that allege antitrust violations by RealPage, Inc., as compared to the same period in 2025.

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 3.25% of property revenue, and land rent. Property management expense covers costs directly related to consolidated property operations, inclusive of corporate management, regional supervision, accounting and other costs.

Management considers NOI a useful metric for investors as it is a more meaningful representation of a community's continuing operating performance than net income as it is prior to corporate-level expense allocations, general and administrative costs, capital structure and depreciation and amortization.

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 for each of the periods presented *(dollars in thousands):*

	Three Months Ended September 30, (a)			Nine Months Ended September 30, (b)		
	2026	**2025**	**% Change**	**2026**	**2025**	**% Change**
Same-Store Communities:						
Same-Store rental income	**$ 402,617**	$ 396,676	1.5 %	**$ 1,185,117**	$ 1,169,115	1.4 %
Same-Store operating expense (c)	**(129,504)**	(126,140)	2.7 %	**(381,842)**	(370,134)	3.2 %
Same-Store NOI	**273,113**	270,536	1.0 %	**803,275**	798,981	0.5 %
Non-Mature Communities/Other NOI:						
Stabilized, non-mature communities NOI (d)	**4,585**	1,691	NM *	**20,397**	9,021	NM *
Acquired communities NOI	**1,769**	—	N/A	**1,798**	—	N/A
Development communities NOI (e)	**(176)**	—	N/A	**(211)**	—	N/A
Non-residential/other NOI (f)	**4,558**	4,136	10.2 %	**13,654**	11,544	18.3 %
Sold and held for disposition communities NOI	**2,749**	15,772	(82.6)%	**20,171**	48,070	(58.0)%
Total Non-Mature Communities/Other NOI	**13,485**	21,599	(37.6)%	**55,809**	68,635	(18.7)%
Total property NOI	**$ 286,598**	$ 292,135	(1.9)%	**$ 859,084**	$ 867,616	(1.0)%

* Not meaningful
(a) Same-Store consists of 51,824 apartment homes.
(b) Same-Store consists of 51,409 apartment homes.
(c) Excludes depreciation, amortization, and property management expenses.
(d) Represents non-mature communities that have achieved 90% occupancy for three consecutive months but do not meet the criteria to be included in Same-Store Communities.
(e) Represents communities recently developed or under development that have not achieved 90% occupancy for three consecutive months and therefore do not meet the criteria to be included in Stabilized, non-mature communities.
(f) Primarily non-residential retail revenue and expense.

The following table is our reconciliation of *Net income/(loss) attributable to UDR, Inc.* to total property NOI for each of the periods presented (*dollars in thousands):*

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income/(loss) attributable to UDR, Inc.	**$ 216,094**	$ 40,409	**$ 474,960**	$ 154,802
Joint venture management and other fees	**(3,500)**	(2,570)	**(8,494)**	(7,080)
Property management	**13,799**	13,952	**41,302**	41,344
Other operating expenses	**10,039**	6,975	**32,420**	22,787
Real estate depreciation and amortization	**161,569**	165,926	**482,957**	490,511
General and administrative	**20,559**	22,732	**58,637**	62,156
Casualty-related charges/(recoveries), net	**548**	1,755	**9,350**	8,434
Other depreciation and amortization	**3,479**	7,009	**10,265**	21,463
(Gain)/loss on sale of real estate owned	**(190,084)**	—	**(383,204)**	(47,939)
(Income)/loss from unconsolidated entities	**(1,613)**	(14,011)	**(24,580)**	(23,454)
Interest expense	**48,583**	50,569	**144,799**	146,935
Interest income and other (income)/expense, net	**(8,144)**	(3,714)	**(13,174)**	(13,769)
Tax provision/(benefit), net	**489**	382	**1,373**	798
Net income/(loss) attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership	**14,768**	2,709	**32,438**	10,593
Net income/(loss) attributable to noncontrolling interests	**12**	12	**35**	35
Total property NOI	**$ 286,598**	$ 292,135	**$ 859,084**	$ 867,616

Same-Store Communities

Our *Same-Store Community* properties, those acquired, developed, and stabilized prior to July 1, 2025 (for quarter-to-date comparison) and January 1, 2025 (for year-to-date comparison) and held on September 30, 2026 consisted of 51,824 and 51,409 apartment homes, respectively, and provided 95.3% and 93.5% of our total NOI for the three and nine months ended September 30, 2026.

Three Months Ended September 30, 2026 vs. Three Months Ended September 30, 2025

NOI for our *Same-Store Community* properties increased 1.0%, or $2.6 million, for the three months ended September 30, 2026 compared to the same period in 2025. The increase in property NOI was attributable to a 1.5%, or $5.9 million, increase in property rental income, partially offset by a 2.7%, or $3.4 million, increase in operating expenses. The increase in property rental income was primarily driven by a 0.8%, or $2.9 million, increase in rental rates, and a 6.7%, or $3.3 million, increase in reimbursement and other income. Weighted average physical occupancy decreased by 0.1% to 96.6% and total monthly income per occupied home increased by 1.6% to $2,682.

The increase in operating expenses was primarily driven by a 2.5%, or a $1.2 million, increase in real estate taxes due to higher assessed valuations, a 5.4%, or $1.0 million, increase in utilities primarily due to an increase in commodity prices, and a 5.1% or $0.9 million, increase in personnel costs primarily due to annual merit increases and severance costs.

The operating margin (property net operating income divided by property rental income) was 67.8% and 68.2% for the three months ended September 30, 2026 and 2025, respectively.

Nine Months Ended September 30, 2026 vs. Nine Months Ended September 30, 2025

NOI for our *Same-Store Community* properties increased 0.5%, or $4.3 million, for the nine months ended September 30, 2026 compared to the same period in 2025. The increase in property NOI was attributable to a 1.4%, or $16.0 million, increase in property rental income, partially offset by a 3.2%, or $11.7 million, increase in operating expenses. The increase in property rental income was primarily driven by a 0.7%, or $8.1 million, increase in rental rates, a 6.0%, or $8.5 million, increase in reimbursement and other income and a $2.6 million decrease in bad debt expense primarily due to a reduction in delinquent homes resulting in higher collections, partially offset by an 11.8%, or $3.7 million, increase in vacancy loss. Weighted average physical occupancy decreased by 0.3% to 96.6% and total monthly income per occupied home increased by 1.7% to $2,652.

The increase in operating expenses was primarily driven by a 6.4%, or $3.4 million, increase in utilities primarily due to an increase in commodity prices, a 2.3%, or $3.3 million, increase in real estate taxes due to higher assessed valuations, a 4.4%, or $2.4 million, increase in personnel costs primarily due to annual merit increases and severance costs, and a 3.0%, or $2.2 million, increase in repair and maintenance expense due to increases in third party vendor costs and weather related events.

The operating margin (property net operating income divided by property rental income) was 67.8% and 68.3% for the nine months ended September 30, 2026 and 2025, respectively.

Non-Mature Communities/Other

UDR's *Non-Mature Communities/Other* represent those 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 disposition properties, and non-apartment components of mixed use properties.

Three Months Ended September 30, 2026 vs. Three Months Ended September 30, 2025

The remaining 4.7%, or $13.5 million, of our total NOI during the three months ended September 30, 2026 was generated from our *Non-Mature Communities/Other*. NOI from *Non-Mature Communities/Other* decreased by 37.6%, or $8.1 million, for the three months ended September 30, 2026 as compared to the same period in 2025. The decrease was primarily attributable to a $13.0 million decrease in sold and held for disposition communities NOI due to the sale of seven operating communities and the partial sale of one operating community during 2026, partially offset by a $2.9 million increase in NOI from stabilized, non-mature communities, primarily due to completed development communities becoming stabilized and communities acquired in 2025 becoming stabilized.

Nine Months Ended September 30, 2026 vs. Nine Months Ended September 30, 2025

The remaining 6.5%, or $55.8 million, of our total NOI during the nine months ended September 30, 2026 was generated from our *Non-Mature Communities/Other*. NOI from *Non-Mature Communities/Other* decreased by 18.7%, or $12.8 million, for the nine months ended September 30, 2026 as compared to the same period in 2025. The decrease was primarily attributable to a $27.9 million decrease in sold and held for disposition communities NOI due to the sale of seven operating communities and the partial sale of one operating community during 2026, partially offset by an increase of $11.4 million in NOI from stabilized, non-mature communities, primarily due to completed development communities becoming stabilized and communities acquired in 2025 becoming stabilized.

Gain/(loss) on sale of real estate owned

For the three months ended September 30, 2026, the Company recognized gain/(loss) on sale of real estate owned of $190.1 million as compared to none for the three months ended September 30, 2025. The increase in 2026 as compared to 2025 was attributable to the sale of two operating communities and the partial sale of one operating community located in various markets during the three months ended September 30, 2026, as compared to no sales of real estate during the three months ended September 30, 2025.

For the nine months ended September 30, 2026, the Company recognized gain/(loss) on sale of real estate owned of $383.2 million as compared to $47.9 million on sale of real estate owned for the nine months ended September 30, 2025. The increase in 2026 as compared to 2025 was attributable to the sale of seven operating communities and the partial sale of one

operating community located in various markets during the nine months ended September 30, 2026, as compared to the sale of two operating communities located in various markets during the nine months ended September 30, 2025.

Real estate depreciation and amortization

For the three months ended September 30, 2026 and 2025, the Company recognized real estate depreciation and amortization expenses of $161.6 million and $165.9 million, respectively. The decrease in 2026 as compared to 2025 was primarily due to communities sold in 2026 and 2025 and assets that became fully depreciated, partially offset by communities acquired in 2026 and 2025.

For the nine months ended September 30, 2026 and 2025, the Company recognized real estate depreciation and amortization expenses of $483.0 million and $490.5 million, respectively. The decrease in 2026 as compared to 2025 was primarily due to communities sold in 2026 and 2025 and assets that became fully depreciated, partially offset by communities acquired in 2026 and 2025.

Income/(loss) from unconsolidated entities

For the three months ended September 30, 2026 and 2025, the Company recognized income/(loss) from unconsolidated entities of $1.6 million and $14.0 million, respectively. The decrease in 2026 as compared to 2025 was primarily due to a $4.8 million decrease in income from our preferred equity investments due to the redemption of six of our preferred equity investments during 2026, a decrease of $4.5 million primarily from a decrease in unrealized gains recognized from our real estate technology funds, and a decrease of $3.1 million primarily attributable to an increase in depreciation and amortization expense during the three months ended September 30, 2026 as compared to the same period in 2025.

Other operating expenses

For the three months ended September 30, 2026 and 2025, the Company recognized other operating expenses of $10.0 million and $7.0 million, respectively. The increase in 2026 as compared to 2025 was primarily due to an increase in legal fees incurred during the three months ended September 30, 2026 primarily related to the cases in which we have been named that allege antitrust violations by RealPage, Inc., as compared to the same period in 2025.

For the nine months ended September 30, 2026 and 2025, the Company recognized other operating expenses of $32.4 million and $22.8 million, respectively. The increase in 2026 as compared to 2025 was primarily due to an increase in legal fees incurred during the nine months ended September 30, 2026 primarily related to the cases in which we have been named that allege antitrust violations by RealPage, Inc., as compared to the same period in 2025.

Interest income and other income/(expense), net

For the three months ended September 30, 2026 and 2025, the Company recognized interest income and other income/(expense), net of $8.1 million and $3.7 million, respectively. The increase in 2026 as compared to 2025 was primarily due to a $2.2 million increase in interest income on our notes receivable, a $1.1 million increase from a recognized gain on consolidation and a decrease in unrealized losses from real estate technology funds during the three months ended September 30, 2026 as compared to the same period in 2025.

Other depreciation and amortization

For the three months ended September 30, 2026 and 2025, the Company recognized other depreciation and amortization of $3.5 million and $7.0 million, respectively. The decrease in 2026 as compared to 2025 was primarily due to $3.3 million of software transition related costs incurred during the three months ended September 30, 2025, as compared to none during the three months ended September 30, 2026.

For the nine months ended September 30, 2026 and 2025, the Company recognized other depreciation and amortization of $10.3 million and $21.5 million, respectively. The decrease in 2026 as compared to 2025 was primarily due to $9.3 million of software transition related costs incurred during the nine months ended September 30, 2025, as compared to none during the nine months ended September 30, 2026.

Noncontrolling Interest

For the three months ended September 30, 2026 and 2025, the Company recognized net income attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership of $14.8 million and $2.7 million, respectively. The increase in 2026 as compared to 2025 was primarily attributed to the noncontrolling interests' share of the gains from the sale of two operating communities and the partial sale of one operating community located in various markets during the three months ended September 30, 2026, as compared to no sales of operating communities in the same period of 2025.

For the nine months ended September 30, 2026 and 2025, the Company recognized net income attributable to redeemable noncontrolling interests in the Operating Partnership and DownREIT Partnership of $32.4 million and $10.6 million, respectively. The increase in 2026 as compared to 2025 was primarily attributed to the noncontrolling interests' share of the gains from the sale of seven operating communities and the partial sale of one operating community located in various markets during the nine months ended September 30, 2026, as compared to the noncontrolling interests' share of the gains from the sale of two operating communities located in various markets in the same period of 2025.

Inflation

Inflation primarily impacts our results of operations as a result of wage pressures and increases in utilities and repair and maintenance costs. In addition, inflation could also impact our general and administrative expenses, the interest on our debt if variable or refinanced in a high-inflationary environment, our cost of capital, and our cost of development, redevelopment, maintenance or other operating activities. However, the majority of our apartment leases have initial terms of 12 months or less, which in an inflationary environment, and absent other factors such as increased supply, generally enables us to compensate for inflationary effects by increasing rents on our apartment homes. Although an extreme or sustained escalation in costs could have a negative impact on our residents and their ability to absorb rent increases, we do not believe this had a material impact on our results for the three and nine months ended September 30, 2026.

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

Funds from Operations

Funds from operations ("FFO") attributable to common stockholders and unitholders is defined as *Net income/(loss) attributable to common stockholders* (computed in accordance with GAAP), excluding impairment write-downs of depreciable real estate related to the main business of the Company or of investments in non-consolidated investees that are directly attributable to decreases in the fair value of depreciable real estate held by the investee, gains and losses from sales of depreciable real estate related to the main business of the Company and income taxes directly associated with those gains and losses, plus real estate depreciation and amortization, and after adjustments for noncontrolling interests, and the Company's share of unconsolidated partnerships and joint ventures. This definition conforms with the National Association of Real Estate Investment Trusts ("Nareit") definition issued in April 2002 and restated in November 2018. 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 diluted FFO, if OP Units, DownREIT Units, unvested restricted stock, unvested LTIP Units, stock options, and the shares of Series E Cumulative Convertible Preferred Stock are dilutive, they are included in the diluted share count.

Management considers FFO a useful metric for investors as the Company uses FFO in evaluating property acquisitions and its operating performance, and believes that FFO should be considered along with, but not as an alternative to, net income and cash flow as a measure of the Company's 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 ("FFOA") attributable to common stockholders and unitholders is defined as FFO excluding the impact of non-comparable items including, but not limited to, acquisition-related costs, prepayment costs/benefits associated with early debt retirement, impairment write-downs or gains and losses on sales of real estate or other assets incidental to the main business of the Company and income taxes directly associated with those gains and losses, casualty-related expenses and recoveries, severance costs, software transition related costs and legal and other costs.

Management believes that FFOA is useful supplemental information regarding our operating performance as it provides a consistent comparison of our operating performance across time periods and enables investors to more easily compare our operating results with other REITs. FFOA 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 FFOA. However, other REITs may use different methodologies for calculating FFOA or similar FFO measures and, accordingly, our FFOA may not always be comparable to FFOA or similar FFO measures calculated by other REITs. FFOA 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 flow from operating activities (determined in accordance with GAAP) as a measure of our liquidity.

Adjusted Funds from Operations

Adjusted FFO ("AFFO") attributable to common stockholders and unitholders is defined as FFOA less recurring capital expenditures on consolidated communities and the Company's proportionate share of recurring capital expenditures on unconsolidated partnerships and joint ventures, 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 FFOA.

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 enables 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/(loss) (determined in accordance with GAAP) as an indication of financial performance, or as an alternative to cash flow 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, FFOA, and AFFO for the three and nine months ended September 30, 2026 and 2025 (*dollars in thousands):*

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income/(loss) attributable to common stockholders	**$ 214,869**	$ 39,198	**$ 471,290**	$ 151,174
Real estate depreciation and amortization	**161,569**	165,926	**482,957**	490,511
Noncontrolling interests	**14,780**	2,721	**32,473**	10,628
Real estate depreciation and amortization on unconsolidated joint ventures	**15,073**	12,021	**41,411**	38,245
Net (gain)/loss on consolidation	**(3,181)**	—	**(3,456)**	(286)
Net gain on the sale of depreciable real estate owned, net of tax	**(190,069)**	—	**(383,159)**	(47,939)
FFO attributable to common stockholders and unitholders, basic	**$ 213,041**	$ 219,866	**$ 641,516**	$ 642,333
Distributions to preferred stockholders — Series E (Convertible)	**1,225**	1,211	**3,670**	3,628
FFO attributable to common stockholders and unitholders, diluted	**$ 214,266**	$ 221,077	**$ 645,186**	$ 645,961
Income/(loss) per weighted average common share, diluted	**$ 0.67**	$ 0.12	**$ 1.45**	$ 0.46
FFO per weighted average common share and unit, basic	**$ 0.62**	$ 0.62	**$ 1.85**	$ 1.82
FFO per weighted average common share and unit, diluted	**$ 0.62**	$ 0.62	**$ 1.85**	$ 1.81
Weighted average number of common shares and OP/DownREIT Units outstanding — basic	**342,656**	353,484	**345,912**	353,543
Weighted average number of common shares, OP/DownREIT Units, and common stock equivalents outstanding — diluted	**346,034**	356,873	**349,095**	357,110
Impact of adjustments to FFO:				
Legal and other costs	**$ 5,512**	$ 2,683	**$ 19,113**	$ 9,846
Realized and unrealized (gain)/loss on real estate technology investments	**9**	(3,736)	**(14,148)**	(3,305)
Severance costs	**4,438**	7,214	**4,970**	8,737
Software transition related costs	**—**	3,329	**—**	9,263
Casualty-related charges/(recoveries)	**548**	1,755	**9,350**	8,434
Total impact of adjustments to FFO	**$ 10,507**	$ 11,245	**$ 19,285**	$ 32,975
FFOA attributable to common stockholders and unitholders, diluted	**$ 224,773**	$ 232,322	**$ 664,471**	$ 678,936
FFOA per weighted average common share and unit, diluted	**$ 0.65**	$ 0.65	**$ 1.90**	$ 1.90
Recurring capital expenditures, inclusive of unconsolidated joint ventures	**(32,607)**	(32,238)	**(81,772)**	(79,844)
AFFO attributable to common stockholders and unitholders, diluted	**$ 192,166**	$ 200,084	**$ 582,699**	$ 599,092
AFFO per weighted average common share and unit, diluted	**$ 0.56**	$ 0.56	**$ 1.67**	$ 1.68

The following table is our reconciliation of FFO share information to weighted average common shares outstanding, basic and diluted, reflected on the UDR Consolidated Statements of Operations for the three and nine months ended September 30, 2026 and 2025 *(shares in thousands):*

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Weighted average number of common shares and OP/DownREIT Units outstanding — basic	**342,656**	353,484	**345,912**	353,543
Weighted average number of OP/DownREIT Units outstanding	**(22,022)**	(22,816)	**(22,305)**	(22,851)
Weighted average number of common shares outstanding — basic per the Consolidated Statements of Operations	**320,634**	330,668	**323,607**	330,692
Weighted average number of common shares, OP/DownREIT Units, and common stock equivalents outstanding — diluted	**346,034**	356,873	**349,095**	357,110
Weighted average number of OP/DownREIT Units outstanding	**(22,022)**	(22,816)	**(22,305)**	(22,851)
Weighted average number of Series E Cumulative Convertible Preferred shares outstanding	**—**	(2,816)	**—**	(2,816)
Weighted average number of common shares outstanding — diluted per the Consolidated Statements of Operations	**324,012**	331,241	**326,790**	331,443

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to interest rate changes associated with our commercial paper program and unsecured credit facility and other variable rate debt as well as refinancing risk on our fixed rate debt. The Company's involvement with derivative financial instruments is limited and we do not expect to use them for trading or other speculative purposes. The Company uses derivative instruments solely to manage its exposure to interest rates.

See our Annual Report on Form 10-K for the year ended December 31, 2025 under the heading "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" for a more complete discussion of our interest rate sensitive assets and liabilities. As of September 30, 2026, our market risk has not changed materially from the amounts reported in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 4. CONTROLS AND PROCEDURES

The disclosure controls and procedures of the Company 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 September 30, 2026, we carried out an evaluation, under the supervision and with the participation of the Chief Executive Officer and Chief Financial Officer of the Company, of the effectiveness of the design and operation of the disclosure controls and procedures of the Company. 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 are effective at the reasonable assurance level described above.

There have not been any changes in the Company'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 fiscal quarter to which this report relates that materially affected, or are reasonably likely to materially affect, the internal control over financial reporting of the Company.

PART II — OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

The Company is a party to various claims and routine litigation arising in the ordinary course of business. We do not believe that the results of any such claims and litigation, individually or in the aggregate, will have a material adverse effect on our business, financial position or results of operations. As described in more detail in Note 13, *Commitments and Contingencies*, to the consolidated financial statements included in this report, we are currently a defendant, among other companies, in lawsuits related to our use of products licensed by RealPage, Inc.

Item 1A. RISK FACTORS

There are many factors that affect the business and the results of operations of the Company, some of which are beyond its control. The following is a description of material factors that may cause the Company's actual results 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. These risks are not all of the risks we face and other factors not presently known to us or that we currently believe are immaterial may also affect our business if they occur.

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 or unfavorable economic conditions generally, may significantly affect our occupancy levels, our rental rates and collections, the value of our properties and our ability to acquire or dispose of apartment communities on economically favorable terms. Our ability to lease our properties at favorable rates is adversely affected by increases 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, debt levels, housing markets, stock market volatility, any federal government shutdown and uncertainty about the future. Our major expenses generally do not decline when related rents decline. We would expect that declines in our occupancy levels and rental and other revenues would cause us to have less cash available to pay our indebtedness and to distribute to our stockholders, which could adversely affect our financial condition or the market value of our securities. Factors that have in the past and may in the future affect our occupancy levels, our rental revenues, and/or the value of our properties include the following, among others:

- downturns in global, national, regional and local economic conditions, particularly in connection with any increase in unemployment rates, including as a result of, among other things, tariffs currently in effect and any future tariffs that may be imposed or are anticipated to be imposed, geopolitical tensions, government shutdowns and other risk factors discussed in this section;
- declines in mortgage interest rates, making alternative housing options more affordable;
- government or builder incentives with respect to home ownership, 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;
- changes in household formation; and

- rent control or stabilization laws, or other laws regulating or impacting rental housing, which could prevent us from raising rents to offset increases in operating costs or otherwise impact us.

The Geographic Concentration of Our Communities in Certain Markets Could Have an Adverse Effect on Our Operations if a Particular Market is Adversely Impacted by Economic or Other Conditions. For the nine months ended September 30, 2026, approximately 74.8% of our total NOI was generated from communities located in Metropolitan D.C. (16.4%), Boston, MA (11.7%), Orange County, CA (11.5%), the San Francisco Bay Area, CA (9.6%), Dallas, TX (8.7%), New York, NY (6.3%), Tampa, FL (5.3%) and Seattle, WA (5.3%). As a result, if any one or more of these markets is adversely impacted by regional or local economic conditions or real estate market conditions, including new supply, such conditions may have a greater adverse impact on our results of operations than if our portfolio was more geographically diverse. In addition, if one or more of these markets is adversely affected by changes in regional or local regulations, including those related to rent control or stabilization, such regulations may have a greater adverse impact on our results of operations than if our portfolio was more geographically diverse.

We May Be Unable to Renew Leases or Relet Apartment Units as Leases Expire, or the Terms of Renewals or New Leases May Be Less Favorable Than Current Leases. When our residents decide to leave our apartments, whether because their leases are not renewed or they leave prior to their lease expiration date, we may not be able to relet their apartment units. Even if leases are renewed or we can relet the apartment units, the terms of renewal or reletting may be less favorable to us than the expiring lease terms. Furthermore, because the majority of our apartment leases have initial terms of 12 months or less, our rental revenues are impacted by declines in market rents more quickly than if our leases were for longer 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 lower than expected rates, then our results of operations and financial condition may be, and have in the past been, adversely affected. If residents do not experience increases in their income or if they experience decreases in their income or job losses, we may be unable to increase or maintain rent and/or delinquencies may increase.

We Face Certain Risks Related to Our Retail and Commercial Space. Certain of our properties include retail or commercial space that we lease to third parties. The long-term nature of our retail and commercial leases (generally five to ten years with market-based or fixed-price renewal options) and the characteristics of many of our tenants (small and/or local businesses) may subject us to certain risks. The longer-term leases could result in below market lease rates over time, particularly in an inflationary environment. We may require guarantees and other credit support which may prove to be inadequate or uncollectable, and the failure rate of small and/or local businesses may be higher than average. We may not be able to lease new space for rents that are consistent with our projections or for market rates. Also, when leases for our retail or commercial space terminate either at the end of the lease or because a tenant leaves early, the space may take, and spaces have taken in the past, longer than expected to relet, may not be relet or the terms of reletting, including the cost of allowances and concessions to tenants, may be less favorable to us than the prior lease terms, or we may incur additional expenses related to modifications of the spaces in order to satisfy new tenants. Our properties compete with other properties with retail or commercial space. The presence of competitive alternatives may adversely affect our ability to lease space and the level of rents we can obtain. Our retail or commercial tenants may experience financial distress or bankruptcy, or may fail to comply with their contractual obligations, and may seek concessions in order to continue operations or cease their operations, all of which has happened in the past and may occur again in the future, which could adversely impact our results of operations and financial condition.

We Face Risks Related to Inflation/Deflation. Substantial inflationary or deflationary pressures could have a negative effect on rental rates and property operating expenses. The U.S. economy has during certain periods over the last few years experienced periods of high rates of inflation and could again, including due to pressures related to tariffs, which have in the past increased, and could in the future increase, our operating expenses due to higher third party vendor costs and increased our interest expense due to higher interest rates on our variable rate debt. Although the short-term nature of our apartment leases may, absent other factors, enable us to compensate for inflationary effects by increasing rents on our apartment homes, an extreme or sustained escalation in costs could have a negative impact on our residents and their ability to absorb rent increases. The general risk of inflation is that interest on our debt, general and administrative expenses, materials costs, labor costs, and other expenses increase at a rate faster than increases in our rental rates, which could adversely affect our financial condition or results of operations.

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, among other factors, may make it difficult to sell apartment communities 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 or 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 or the purchase price may be reduced to cover any cost of correcting defects or making improvements. These conditions may limit our ability to dispose of properties and to change our portfolio in order to meet our strategic objectives, which could in turn adversely affect our financial condition, results of operations or our ability to fund other activities in which we may want to engage such as the purchase of properties, development or redevelopment, or funding the Debt and Preferred Equity Program. We are also subject to the following risks in connection with sales of our apartment communities, among others:

- a significant portion of the proceeds from some property sales may be held by intermediaries in order for such 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;
- federal tax laws limit our ability to profit on the sale of communities or interests in communities that we have owned for less than two years, and this limitation may prevent us from selling communities when market conditions are favorable or when we may otherwise desire to sell; and
- local laws that allow first right of refusal for tenants or community organizations may increase the length of time to dispose of a property.

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, including new supply, could adversely affect our ability to lease apartment homes and increase or maintain rents, which could materially and 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 acquired in the past, and if presented with attractive opportunities we intend to acquire in the future, apartment communities that meet our investment criteria. Our acquisition activities and their success are subject to the following risks, among others:

- we may be unable to obtain financing for acquisitions on favorable terms, or at all, which could cause us to delay or even abandon potential acquisitions;
- if we seek and are able to finance an acquisition with debt, 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 not complete the acquisition for a variety of reasons 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 subsequently do not 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, rental rates and expenses 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 materially and 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 REITs, have competed with us to acquire existing properties and to develop new properties, and such competition in the future may limit attractive investment opportunities, which could adversely affect our ability to grow or acquire properties profitably or with attractive returns. Some of our competitors may have greater financial and other resources than we do, greater access to capital or a lower cost of capital, and may be able or willing to pay higher acquisition prices or accept

lower returns. These competitive advantages may reduce the number of suitable investment opportunities available to us or increase the cost of acquiring or developing properties.

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

- if we seek construction financing we may be unable to obtain such financing for development activities on favorable terms, or at all, which could cause us to delay or even abandon potential developments;
- we may experience supply chain constraints, which could result in increased development costs or delay initial occupancy dates for all or a portion of a development community;
- we may be unable to obtain, or face delays in obtaining, necessary zoning, land-use, building, occupancy and other required governmental or quasi-governmental permits and authorizations, which could result in increased development costs, delay initial occupancy dates for all or a portion of a development community, and require us to abandon our activities entirely with respect to a project for which we are unable to obtain permits or authorizations;
- costs may be higher or yields may be less than anticipated as a result of delays in completing projects, defaults by our counterparties, higher than expected concessions for lease-up and lower rents than expected, and/or due to increased material, labor or other costs or supply chain disruptions, including as a result of tariffs or changes in immigration laws or their enforcement;
- we may abandon development opportunities that we have already begun to explore, and we may be unable to recover expenses already incurred in connection with exploring such development opportunities;
- we may be unable to complete construction and lease-up of a community on schedule, or we may 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, rents and concessions at a newly developed community may fluctuate depending on a number of factors, including market and economic conditions, preventing us from meeting our expected return on our investment and our overall profitability goals; and
- when we sell communities or properties that we developed or renovated to third parties, we may be subject to warranty or construction defect claims that are uninsured or exceed the limits of our insurance.

An Epidemic, Pandemic or Other Health Crisis, and Measures Intended to Prevent the Spread of Such an Event, Could Have a Material Adverse Effect on our Business, Results of Operations, Cash Flows and Financial Condition. We face risks related to an epidemic, pandemic or other health crisis, which in the past have impacted, and in the future could impact, the markets in which we operate and could have a material adverse effect on our business, results of operations, cash flows and financial condition. The impact of an epidemic, pandemic or other health crisis, and measures to prevent the spread of such an event, could materially and adversely affect our business in a number of ways. Our rental revenue and operating results depend significantly on the occupancy levels at our properties and the ability of our residents and retail and commercial tenants to meet their rent obligations to us, which have in the past been, and could in the future be, adversely affected by, among other things, job losses, furloughs, store closures, lower incomes, uncertainty about the future as a result of an epidemic, pandemic or other health crisis and related governmental actions such as eviction moratoriums, shelter-in-place orders, prohibitions or limits on charging certain fees, and limitations on collections and/or rent increases. Such government actions have affected, and may again in the future affect, our ability to collect rent or enforce legal or contractual remedies for the failure to pay rent, which has in turn negatively impacted, and may in the future negatively impact, our ability to remove residents or retail and commercial tenants who are not paying rent and our ability to rent their units or other space to new residents or retail and commercial tenants, respectively.

State, local, and federal governments also have increased, and may in the future increase, property taxes or other taxes or fees, or may enact new taxes or fees, in order to increase revenue in connection with an epidemic, pandemic or other health crisis or otherwise, which has in the past increased, and may in the future increase, our expenses. Our development and construction projects, including those in our Debt and Preferred Equity Program, also have been and could in the future be adversely affected by factors related to an epidemic, pandemic or other health crisis. An epidemic, pandemic or other health

crisis, or related impacts thereof also could adversely affect the businesses and financial conditions of our counterparties, including our joint venture partners, participants in the Debt and Preferred Equity Program, and general contractors and their subcontractors, and their ability to satisfy their obligations to us and to complete transactions or projects with us as intended.

Bankruptcy or Defaults of Our Counterparties Could Adversely Affect Our Performance. We have relationships with and we execute transactions with or receive services from many counterparties, such as general contractors engaged in connection with our development activities, borrowers, and joint venture partners, among others. As a result, bankruptcies or defaults by these counterparties or their subcontractors have resulted in, and in the future could result in, services not being provided as expected, projects not being completed on time, on budget, or at all, or contractual obligations to us not being satisfied. Further, volatility in the financial markets and economic weakness could affect the counterparties' ability to complete transactions with us as intended. Either circumstance could result in disruptions to our operations that may adversely affect our financial condition and results of operations.

Property Ownership Through Partnerships and 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 through partnerships and joint ventures, including those in which we own a preferred interest or debt, with other persons or entities when we believe circumstances warrant the use of such structures. As of September 30, 2026, we had active unconsolidated joint ventures and partnerships, including our preferred equity investments, with a total equity investment of $659.1 million. We have in the past, and could in the future, become engaged in a dispute with one or more of our partners which could adversely impact us. Moreover, our 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, our partners may have competing interests in our markets that could create conflicts of interest. Also, our partners have in the past failed, and may in the future fail to make capital contributions when due and our partners or the project may otherwise not act or perform as expected, or the property may not be operated in the manner in which we would operate it, any of which may require us to contribute additional capital, acquire our partner's interest or other property, or take other actions that may negatively impact the project or our return. In addition, 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 or other similar arrangement, which arrangement or other factors could cause us to sell our interest, or acquire our partner's interest or other property, at a time when we otherwise would not have initiated such a transaction and may result in the valuation of our interest in the partnership or joint venture (if we are the seller) or of the other partner's interest in the partnership or 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 and could cause us to recognize unanticipated capital gains or losses or the loss of fee income.

We may also be subject to other risks in connection with partnerships or joint ventures, including (i) a deadlock if we and our partner are unable to agree upon certain major and other decisions (which could result in litigation or disposing of an asset at a time at which we otherwise would not sell the asset), (ii) limitations on our ability to liquidate our position in the partnership or joint venture without the consent of the other partner, and (iii) requirements 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 or dispose of the property in a transaction in which a gain is not recognized for federal income tax purposes by such 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. However, subject to certain conditions, we generally retain the right to substitute other property or debt to meet these obligations to the sellers.

We Could Incur Significant Insurance Costs and Some Potential Losses May Not Be Adequately Covered by Insurance Reserves. We have a comprehensive insurance program covering our properties and operating activities with limits of liability, deductibles and self-insured retentions that we believe are comparable to similarly situated companies, including 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 that 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 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 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 materially and adversely affect our financial condition and results of operations.

The cost of insuring our apartment communities and our operations is a component of expense. Insurance premiums and the terms and conditions of insurance policies are subject to significant fluctuations and changes, including recent increases in premiums, which are generally outside of our control. We insure our properties and our operations with insurance companies that we believe have a good rating and financial profile at the time our policies are put into effect. The financial condition of one or more insurance companies that insure us 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, or exit or partial exit from an insurance market, of one or more insurance companies or other changes in insurance markets in general may affect our ability to obtain insurance coverage in the amounts that we seek, or at all, increase the costs to renew or replace our insurance policies, cause us to self-insure a larger portion of the risk, or increase the cost of insuring 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 opportunities we believe are appropriate 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.

Failure to Succeed with New Initiatives May Limit Our Ability to Grow NOI. We have in the past developed and may in the future develop initiatives or processes that are intended to drive operating efficiencies and grow NOI, including smart home technologies and self-service options that are accessible to residents through smart devices or otherwise. Such initiatives in the past have involved and in the future may involve our associates having new or different responsibilities and processes. We may incur significant costs and divert resources in connection with such initiatives or processes, and these initiatives or processes may not perform as projected, which could adversely affect our results of operations and the market price of our common stock. We may also invest, directly or indirectly, in technology companies developing technologies that are of interest to us and we may not realize the intended benefits of such investments and may incur losses in connection with such investments.

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 or we could be required to incur additional costs to change how the property is constructed or operated due to the presence of such substances. 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 adversely affect our financial condition and results of 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, or other hazardous substances. Environmental, health and safety laws require that ACM and other hazardous substances 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 other hazardous substances or releases of ACM or other hazardous substances into the environment.

We cannot assure you that costs or liabilities incurred as a result of environmental or building condition issues will not adversely affect 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 flows. In addition, the presence of significant mold or other airborne contaminants could expose us to liability from our tenants or others for property damage or personal injury.

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 of 1990, as amended (the "Americans with Disabilities Act") generally requires that public buildings, including our properties and other public facing functions related to our business, including our website, 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. Claims have been asserted, and in the future claims may be asserted, against us with respect to some of our properties or operations 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 or otherwise related to our operations, including the removal of access barriers, it could adversely affect our financial condition and results of operations. In addition, if claims arise, we may expend resources and incur costs in investigating and resolving such claims even if we or our property was in compliance with the law.

Our properties are subject to various federal, state and local regulatory requirements, such as state and local fire and life safety requirements and federal, state and local accessibility requirements in addition to those imposed by the Americans with Disabilities Act. 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 could adversely affect our financial condition or results of operations.

The Adoption of, or Changes to, Rent Control, Rent Stabilization, Eviction, Tenants' Rights and Similar Laws and Regulations in Our Markets Could Have an Adverse Effect on Our Results of Operations and Property Values. Various state and local governments as well as the federal government have enacted and may continue to enact rent control, rent stabilization, eviction, tenants' rights, allowable fees, and other matters, as well as any lawsuits against us arising from such laws and regulations, may limit our ability to charge market rents, increase rents, evict delinquent tenants or charge fees, or recover increases in our operating expenses, which could have an adverse effect on our results of operations and the value of our properties. These laws, regulations and policies may apply prospectively or retroactively. For example, in 2023, Montgomery County, Maryland enacted rent control that currently impacts a portion of our portfolio in that market. In 2024, the State of New York passed the Good Cause Eviction Law, which established rent limits on certain market-rate apartments. In the City of New York, the new administration was successful in enacting a freeze on rent increases for covered properties. Although our properties currently have minimal exposure to the city's allowable annual rent increases, such a freeze, or other measures that seek to increase affordability, would in turn reduce our property values. In 2024, the City of Salinas, California passed a rent stabilization ordinance that impacted all our properties within the city. In 2025, the State of Washington enacted statewide rent control, which initially impacts a portion of our properties within the state. In some cases, the increases in rents allowed by such regulations may not offset increases in expenses, whether such increases in expenses are due to inflation or

otherwise. We have seen a recent increase in governments enacting or considering, or being urged to consider, such laws and regulations. Federal, state and local governments or courts also have made, and may make in the future, changes to laws related to allowable fees and rents, eviction and other tenants' rights laws and regulations (including changes that apply retroactively) that could adversely impact our results of operations and the value of our properties. In addition, the increases in regulations applicable to our business in general may increase our costs of compliance and could have an adverse effect on our financial performance.

Compliance with or Changes in Real Estate Tax and Other Laws and Regulations Could Adversely Affect Our Funds from Operations and Our Ability to Make Distributions to Stockholders. We are subject to federal, state and local laws, regulations, rules and ordinances at locations where we operate regarding a wide variety of matters that could affect, directly or indirectly, our operations. 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, (ii) laws and regulations regulating housing, such as the Americans with Disabilities Act and the Fair Housing Amendments Act of 1988, or (iii) employment related laws, among others, may result in significant unanticipated expenditures, which could adversely affect our financial condition and results of operations. In addition, changes in federal and state legislation and regulation on building energy performance may result in increased capital expenditures to improve the energy efficiency of our existing communities and also may require us to spend more on our new development communities without a corresponding increase in revenue. In addition, existing laws could be interpreted in a manner that restricts our ability to use systems that we currently use in our operations and we may face litigation or regulatory risk in connection with such laws. Future compliance with new laws of general applicability, laws applicable to companies in our industry, or laws applicable to public companies generally could increase our costs, including compliance penalties, and could have an adverse effect on our financial performance.

Risk of Litigation. From time to time, we are, and would expect to be in the future, involved in legal proceedings, lawsuits, and other claims with respect to our properties or operations. For example, we have been named as a defendant in a number of cases alleging antitrust violations by RealPage, Inc., a vendor providing revenue management software products, and various owners or managers of multifamily housing, which cases have been consolidated in the United States Court for the Middle District of Tennessee, and cases with similar allegations that have been filed by the District of Columbia, the State of Maryland and the State of Washington. An unfavorable resolution of any litigation may have a material adverse effect on our business, results of operations and financial condition. Further, being involved in litigation, whether the result is favorable or unfavorable, could negatively impact our reputation. Additionally, litigation, whether the result is favorable or unfavorable, has in the past and may in the future result in substantial costs and expenses and could significantly divert the attention of management.

Risk of Damage from Catastrophic Weather and Natural Events. Our communities are located in areas that have experienced, and in the future may experience, catastrophic weather and other natural events from time to time, including mudslides, fires, hurricanes, tornadoes, floods, deep freezes, 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 adversely affect our financial condition and results of operations.

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

Risk of Earthquake Damage. Some of our communities are located in areas subject to earthquakes, including in the general vicinity of 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 may also continue to be obligated to repay any mortgage indebtedness or other obligations related to the community. Any such loss could adversely affect our 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 or Injury Due to Fire, Natural Disasters or Other Hazards. The accidental death or injury of persons living in our communities due to fire, natural disasters, other hazards, or acts or omissions of third parties could have an 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 any such events have occurred, which could have an adverse effect on our financial condition and results of operations.

Actual or Threatened Terrorist Attacks and Other Acts of Violence, Destruction or War 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, destruction or war could have an adverse effect on our business and operating results. Attacks or other similar actions 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 or similar events. In addition, the adverse effects that such violent acts and threats of future attacks could have on the U.S. economy could similarly have an adverse effect on our financial condition and results of operations.

Mezzanine Loan or Other Loan Assets Involve Greater Risks of Loss than Senior Loans Secured by Income-Producing Properties. We have originated in the past and may in the future originate mezzanine loans, which take the form of subordinated loans secured by second mortgages on the underlying property, or subordinated 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, or loans that are not secured. We have in the past and may in the future originate mezzanine loans for properties or projects that are under development. Mezzanine loans may involve a higher degree of risk than a senior mortgage secured by real property, because the security for the loan may lose all or substantially all of its value 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. Unsecured loans involve higher risk by virtue of being unsecured. 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 loan or debt senior to our loan, or in the event of a borrower bankruptcy, our mezzanine or other loan will be satisfied only after the senior debt. As a result, we may not recover some of or all our investment. In addition, mezzanine loans typically 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. Further, foreclosing on our security interest may be delayed or otherwise impacted by the existence of the senior loan, the senior lender's decision regarding whether to enforce its remedies, or the timing of the senior lender's foreclosure or enforcement of other remedies with respect to such loan. If there is a default on the senior debt or an inability to refinance the senior debt, we may contribute additional capital or take other actions that we would not otherwise pursue absent such default or failure. In addition, in the event of a default or other changes in the circumstances of an investment, including a change in the value of the applicable property, we may be, and have been in the past, required to change the manner in which the investment is accounted for, including our ability to recognize earnings, or to recognize an allowance for loan loss or a loss on consolidation.

Risk Related to Preferred Equity Investments. We have made in the past and may in the future make preferred equity investments in corporations, limited partnerships, limited liability companies or other entities that have been formed for the purpose of directly or indirectly acquiring, developing and/or managing real property. Generally, we will not have the ability to control the daily operations of the entity, and we will not have the ability to select or remove a majority of the members of the board of directors, managers, general partner or partners or similar governing body of the entity or otherwise control its operations. Although we have sought and would seek to maintain sufficient influence over the entity to achieve our objectives, our partners may have interests that differ from ours and may be in a position to take actions without our consent that are inconsistent with our interests. Further, if our partners were to fail to invest additional capital in the entity when required, which has happened in the past, or otherwise do not perform as expected, we may have to invest additional capital to protect our investment. Our partners have in the past failed, and may in the future fail, to develop or operate the real property, operate the entity, refinance property indebtedness or sell the real property in the manner intended and as a result the entity may not be able to redeem our investment or pay the return expected to us in a timely manner or at all. In addition, we may not be able to dispose of our investment in the entity in a timely manner or at the price at which we would want to divest or at all. Further, the entity may need to refinance third-party debt on terms that are inconsistent with our interests or are terms on which we would not elect to incur debt, or the entity may default on third-party debt. To the extent the entity defaults on third-party debt or is unable to refinance such debt or any portion thereof, we may acquire such debt or otherwise take action, including contributing additional capital, to protect our position that we would not take absent the default or inability to refinance. Such activities have in the past involved and may in the future involve foreclosing on the security interest in the property secured by such debt, seeking a deed-in-lieu of foreclosure or similar remedy or removing our partner, and such activities may involve costs or delays or create other risks, including the risk of claims from our partners. In the event that such an entity fails to meet expectations, defaults on its debt, or becomes insolvent or the investment or the underlying property otherwise does not perform as expected,

we may lose all or part of our investment in the entity, be delayed in recovering our investment or the expected returns or directly or indirectly take over the property or the management thereof at a time at which we would not have done so absent the failure to meet expectations or the default. In addition, in the event of a default or other changes in the circumstances of an investment, including a change in the value of the applicable property, we may be, and have been in the past, required to change the manner in which the investment is accounted for, including our ability to recognize earnings, or recognize an impairment or a loss on consolidation.

Risks Related to Ground Leases. We have entered into in the past and may in the future enter into, as either landlord or tenant, a long-term ground lease with respect to a property or a portion thereof. Such ground leases may contain a rent reset provision that requires both parties to agree to a new rent or is based upon factors, for example fair market rent, that are not objective and are not within our control. We may not be able to agree with the counterparty to a revised rental rate, or the revised rental rate may be set by external factors, which could result in a different rental rate than we forecasted. In the past we have had disagreements with respect to revised rental rates and certain of such disagreements have gone to arbitration (for resolution as provided in the applicable lease agreement) and have been resolved in a manner adverse to us. In addition, the other party may not perform as expected under the ground lease or there may be a dispute with the other party to the ground lease. Any of these circumstances could have an adverse effect on our business, financial condition or operating results.

We May Experience a Decline in the Fair Value of Our Assets and Be Forced to Recognize Impairment Charges, Which Could Adversely Impact Our Financial Condition, Liquidity and Results of Operations and the Market Price of Our Common Stock. A decline in the fair value of our assets may require us, and has in the past required 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 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 adversely affect our financial condition, liquidity, results of operations and the market price of our common stock.

Any Material Weaknesses Identified in Our Internal Control Over Financial Reporting Could Have an Adverse Effect on the Market Price of Our Common Stock. Section 404 of the Sarbanes-Oxley Act of 2002 requires us to evaluate and report on our internal control over financial reporting. If we fail to maintain the adequacy of our internal controls over financial reporting, including any failure to implement required new or improved controls as a result of changes to our business or otherwise, or if we experience difficulties in their implementation, our business, results of operations and financial condition could be materially and adversely affected and we could fail to meet our reporting obligations. In addition, if we have 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 the market price of our common stock.

A Breach of Information Technology Systems On Which We Rely Could Materially and Adversely Impact Our Business, Financial Condition, Results of Operations and Reputation. We rely on information technology systems, including the internet and networks and systems and software developed, maintained and controlled by third party vendors and other third parties, to process, transmit and store information and to manage or support our business processes. Third party vendors may collect and hold personally identifiable information and other confidential information of our tenants, prospective tenants and employees. We also maintain such information and financial and business information regarding us and persons and entities with which we do business on our information technology systems. While we take steps, and generally require third party vendors to take steps, to protect the security of the information maintained in our and third party vendors' information technology systems, including associate training and testing and the use of commercially available systems, software, tools and monitoring to provide security for processing, transmitting and storing of the information, it is possible that our or our third party vendors' security measures will not be able to prevent human error or the systems' or software's improper functioning, or the loss, misappropriation, disclosure or corruption of personally identifiable information or other confidential or sensitive information, including information about our tenants and employees. Cybersecurity breaches, including physical or electronic break-ins, computer viruses, malware, phishing scams, attacks by hackers, breaches due to employee error or misconduct, and similar breaches, can create system disruptions, shutdowns or unauthorized access to information maintained on our information technology systems or the information technology systems of our third party vendors or other third parties or otherwise cause disruption or negative impacts to occur to our business and adversely affect our financial condition and results of operations. While we maintain cyber risk insurance to provide some coverage for certain risks arising out of cybersecurity breaches, there is no assurance that such insurance would cover all or a significant portion of the costs or consequences

associated with a cybersecurity breach or other occurrence or that such insurance will continue to be available at rates that we consider reasonable or at all. We have in the past experienced cybersecurity breaches on our information technology systems or relating to software or third party vendor systems that we utilize, and, while none to date have been material to us, we expect such breaches may occur in the future. As the techniques used to obtain unauthorized access to information technology systems become more varied and sophisticated and the occurrence of such breaches becomes more frequent, we and our third party vendors and other third parties may be unable to adequately anticipate these techniques or breaches or implement appropriate preventative measures. Any failure to prevent cybersecurity breaches and maintain the proper function, security and availability of our or our third party vendors' and other third parties' information technology systems could interrupt our operations, damage our reputation and brand, damage our competitive position, make it difficult for us to attract and retain residents or other tenants, and subject us to liability claims or regulatory penalties that could adversely affect our business, financial condition and results of operations.

Our Business and Operations Would Suffer in the Event of Information Technology System Failures. Despite system redundancy and the existence of disaster recovery plans for our information technology systems, our information technology systems and the information technology systems maintained by our third party vendors are vulnerable to damage arising from any number of sources beyond our or our third party vendors' control, including energy blackouts, natural disasters, terrorism, war, and telecommunication failures. Any failure to maintain proper function and availability of our or third parties' information technology systems could interrupt our operations, damage our reputation, subject us to liability claims or regulatory penalties and could adversely affect our business, financial condition and results of operations.

A Failure to Keep Pace with Developments in Technology Could Impair our Operations or Competitive Position. Our business continues and will continue to demand the use of sophisticated systems, software and technology, including artificial intelligence. These systems, software and technologies must be refined, updated and replaced on a regular basis in order for us to meet our business requirements, our residents' demands and expectations, and regulatory requirements. If we are unable to do so on a timely basis or at a reasonable cost, or fail to do so, our business could suffer. Also, we may not achieve the benefits that we anticipate from any new system, software or technology, and a failure to do so could result in higher than anticipated costs or could adversely affect our results of operations.

Social Media Presents Risks. The use of social media could cause us to suffer brand damage or unintended information disclosure. Negative posts or communications about us on a social networking website could damage our reputation. Further, employees or others may disclose non-public information regarding us or our business or otherwise make negative comments regarding us on social networking or other websites, which could adversely affect our business and results of operations. As social media evolves, we will be presented with new risks and challenges.

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.

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.

Third-Party Expectations Relating to Environmental, Social and Governance Factors May Impose Additional Costs and Expose Us to New Risks. There is a focus from certain investors, tenants, employees, and other stakeholders concerning corporate responsibility, specifically related to environmental, social and governance factors. In addition, there has been increased focus on such matters by various regulatory authorities, and the activities and expense required to comply with new laws, regulations or standards may be significant. In addition, the standards or expectations of various stakeholders or regulators may differ from each other and it may not be possible to comply with all of such standards or expectations. Some investors may use these factors to guide their investment strategies and, in some cases, may choose not to invest in us if they believe our policies relating to corporate responsibility are inadequate. Third-party providers of corporate responsibility ratings and reports on companies have increased in number, resulting in varied and in some cases inconsistent standards. In addition,

the criteria by which companies' corporate responsibility practices are assessed and the regulations applicable thereto are evolving, which could result in greater expectations of us and cause us to undertake costly initiatives or activities to satisfy such new criteria or regulations. Further, if we elect not to or are unable to satisfy such new criteria or do not meet the criteria of a specific third-party provider or investor, some investors may conclude that our policies with respect to corporate responsibility are inadequate. We may face reputational damage in the event that our corporate responsibility procedures or standards do not meet the standards set by various constituencies. Furthermore, if our competitors' corporate responsibility performance is perceived to be greater than ours, potential or current investors may elect to invest in our competitors instead. In addition, we have communicated certain initiatives and goals regarding environmental, social and governance matters, and we may in the future communicate revised or additional initiatives or goals. We could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope of such initiatives or goals. In addition, certain locations have enacted, and others may in the future enact, sustainability regulations pertaining to buildings, including existing buildings. If we fail to satisfy the expectations of investors, tenants and other stakeholders, our initiatives are not executed as planned, we are unable to comply with regulations or we do not satisfy our goals, our reputation and financial results could be adversely affected.

Risks Related to Our Indebtedness and Financings

Changing Interest Rates Could Increase Interest Costs and Adversely Affect Our Cash Flows and the Market Price of Our Common Stock. We currently have, and expect to incur in the future, interest-bearing debt, including unsecured commercial paper, at rates that vary with market interest rates. As of September 30, 2026, we had approximately $936.6 million of variable rate indebtedness outstanding, which constitutes approximately 16.2% of total outstanding indebtedness as of such date, and we have from time to time experienced increases in the interest rates on such indebtedness, which has increased our interest expense and adversely impacted our results of operations and cash flows. In addition, as a result of higher interest rates, the costs of hedging transactions have increased significantly and may continue to increase. Continued increases in interest rates would further increase our interest expenses and increase the costs of refinancing existing indebtedness and of issuing new debt, including unsecured commercial paper. The effect of any prolonged interest rate increases could negatively impact our ability to service our indebtedness, make distributions to security holders, make acquisitions and develop properties.

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 could be insufficient to make required payments of principal and interest, could restrict or limit our ability to incur additional debt, 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 debt payments and satisfy our distribution requirements to maintain our status as a REIT for federal income tax purposes. In addition, the amounts under our line of credit may not be available to us and we may not be able to access the commercial paper market 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 pressure 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 a material adverse effect on our financial condition and cash flow, increase our financing costs and impact our ability to make distributions to our stockholders.

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

- the national and local economies;
- local real estate market conditions, such as an oversupply or increasing supply of apartment homes;
- tenants' or prospective 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 or alternative housing options;

- 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, labor costs and maintenance costs, are generally not reduced when circumstances cause a reduction in revenue 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 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, construction loans and other forms of secured debt, commercial paper and other forms of 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, including due to disruptions and uncertainty in the equity and credit markets and regulatory changes directly or indirectly affecting financing markets, for example the changes in terms on construction loans brought about by the Basel III capital requirements and the associated "High Volatility Commercial Real Estate" designation, which has adversely impacted the availability of loans, including construction loans, and the proceeds of and the interest rates thereon. Restricted lending practices could impact our ability to obtain financing or refinancing for our properties. If we issue additional equity securities, including under our ATM program, 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 routinely evaluate our debt and have given us ratings on our senior unsecured debt, commercial paper program and preferred stock. These ratings are based on a number of factors, which include their assessment of our financial strength, liquidity, capital structure, asset quality, and sustainability of cash flows 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, including our ability to access the commercial paper market.

Disruptions in Financial Markets May Adversely Impact the Availability and Cost of Credit and Have Other Adverse Effects on Us and the Market Price of Our Common Stock. Our ability to make scheduled payments on, or to refinance, our 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. The global equity and credit markets have experienced in the past, and may experience in the future, periods of extraordinary turmoil and volatility. These circumstances may materially and adversely impact liquidity in the financial markets at times, making terms for certain financings less attractive or in some cases unavailable. Disruptions and uncertainty in the equity and credit markets, including as a result of bank failures and uncertainty in the banking sector generally, 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 our common stock. We also rely on the financial institutions that are parties to our revolving credit facility and other credit facilities. If these institutions become capital constrained, tighten their lending standards or become insolvent or if they experience excessive volumes of borrowing requests from other borrowers within a short period of time, they may be unable or unwilling to honor their funding commitments to us, which would adversely affect our ability to draw on our revolving credit facility. 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 our common or preferred stock.

A Change in U.S. Government Policy or Support Regarding Fannie Mae or Freddie Mac Could Have a Material Adverse Impact on Our Business. While in recent years we have decreased our borrowings from Fannie Mae and Freddie Mac,

Fannie Mae and Freddie Mac are a major source of financing to participants in the multifamily housing markets including potential purchasers of our properties. Potential options for the future of agency mortgage financing in the U.S. have been, and may in the future be, suggested that could involve a reduction in the amount of financing Fannie Mae and Freddie Mac are able to provide, limitations on the loans that the agencies may make, which may not include loans secured by properties like our properties, or the phase out of Fannie Mae and Freddie Mac. Should Fannie Mae and Freddie Mac discontinue providing liquidity to our sector, have their mandates changed or reduced or be disbanded or reorganized by the government, or if there is reduced government support for multifamily housing generally, it may adversely affect interest rates, capital availability, development of multifamily communities and the value of multifamily residential real estate and, as a result, may adversely affect our business and results of operations.

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. Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, could result in losses or defaults by these institutions or counterparties or could lead to market-wide liquidity problems. Disruptions and uncertainty with respect to financial institutions, including as a result of bank failures and liquidity concerns, 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 our common stock. In addition, in the event that the volatility of the financial markets adversely affects our financial institutions or other counterparties, we or other parties to the transactions with us may be unable to complete transactions as intended, which could adversely affect our results of operations.

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 We Failed to Qualify as a REIT. We have 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 will 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 our stockholders.

If we fail to qualify as a REIT in any taxable year, we would be subject to federal income tax on our taxable income at regular corporate rates, and would not be allowed to deduct dividends paid to our 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 our 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 our 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, qualified dividends paid to individual U.S. stockholders are eligible for a reduced 20% U.S. federal income tax rate. However, unlike dividends received from a corporation that is not a REIT, our regular dividends (i.e., dividends other than capital gain dividends) paid to individual U.S. stockholders generally are not eligible for the reduced rates on qualified dividends and are instead taxed at ordinary income rates. However, individual U.S. stockholders generally may deduct 20% of our regular dividends under Section 199A of the Code, reducing the effective tax rate applicable to such dividends.

We Conduct a Portion of Our Business Through Taxable REIT Subsidiaries, Which Are Subject to Certain Tax Risks. We have established or invested in and conduct a portion of our business through taxable REIT subsidiaries. Despite our qualification as a REIT, 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 taxable REIT subsidiaries generally do not constitute permissible income and investments for certain of these tests. While we will attempt to ensure that our dealings with 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 or taxable REIT subsidiaries may be denied deductions, to the extent our dealings with 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, we are 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 our 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 and/or nondeductible expenditures, 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. To the extent we distribute at least 90%, but less than 100%, of our net REIT taxable income we will be subject to tax at regular corporate tax rates on the retained portion.

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. In addition, income from a prohibited transaction might adversely affect our ability to satisfy the income tests for qualification as a REIT for federal income tax purposes.

Changes to the U.S. Federal Income Tax Laws, including the Enactment of Certain Tax Reform Measures, Could Have an Adverse Impact on Our Business and Financial Results. In recent years, numerous legislative, judicial and administrative changes have been made to the U.S. federal income tax laws applicable to investments in real estate and REITs, and it is possible that additional legislation may be enacted in the future. There can be no assurance that future changes to the U.S. federal income tax laws or regulatory changes will not be proposed or enacted that could impact our business and financial results. The REIT rules are regularly under review by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department, which may result in revisions to regulations and interpretations in addition to statutory changes. If enacted, certain of such changes could have an adverse impact on our business and financial results.

We cannot predict whether, when or to what extent any new U.S. federal income tax laws, regulations, interpretations or rulings will impact the real estate investment industry or REITs. Prospective investors are urged to consult their tax advisors regarding the effect of potential future changes to the U.S. federal income tax laws on an investment in our shares.

We May Be Adversely Affected by Changes in State and Local Tax Laws and May Become Subject to Tax Audits from Time to Time. Because we are organized and qualify as a REIT, we are generally not subject to federal income tax, but we are subject to certain state and local taxes. From time to time, changes in state and local tax laws or regulations may result in an increase in our tax liability. A shortfall in tax revenues for states and local jurisdictions 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 our stockholders. In the normal course of business, we or our affiliates (including entities through which we own real estate) may also become subject to federal, state or local tax audits. If we (or such entities) become subject to federal, state or local tax audits, the ultimate result of such audits could have an adverse effect on our financial condition and results of operations.

The Operating Partnership Intends to Qualify as a Partnership, but Cannot Guarantee That It Will Qualify. The Operating Partnership intends to qualify as a partnership for federal income tax purposes, and we intend to take that position for all income tax reporting purposes. If classified as a partnership, the Operating Partnership generally will not be a taxable entity and will not incur federal income tax liability. However, the Operating Partnership would be treated as a corporation for federal income tax purposes if it were a "publicly traded partnership," unless at least 90% of its 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 the Operating Partnership's partnership units are not traded on an established securities market, because of the redemption rights of its limited partners, the Operating 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 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 may not meet this qualifying income test. If the Operating Partnership were to be taxed as a corporation, unless it qualified for relief under certain statutory savings provisions, it would incur substantial tax liabilities, and we would then fail to qualify as a REIT for tax purposes and our ability to raise additional capital would be impaired. In addition, even if the 90% test were met if the Operating Partnership were a publicly traded partnership, there could be adverse tax impacts for certain limited partners.

In July 2026, the DownREIT Partnership was liquidated. In connection with the liquidation, the assets of the DownREIT were acquired by the Operating Partnership and the outstanding DownREIT Units were exchanged for two new classes of units in the Operating Partnership.

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, stockholder 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 federal income tax purposes.

Risks Related to Our Organization and Ownership of Our Stock

Changes in Market Conditions and Volatility of Stock Prices Could Adversely Affect the Market Price of Our Common Stock. The stock markets, including the New York Stock Exchange (“NYSE”), on which we list our common stock, have experienced significant price and volume fluctuations. As a result, the market price of our common stock has been, and in the future could be similarly volatile, and investors in our 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 our common stock, including:

- general market and economic conditions;
- actual or anticipated variations in our operating results or dividends or our payment of dividends in shares of our 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 REITs 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 our common 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, geopolitical events or armed conflicts (including the ongoing war between Russia and Ukraine and armed conflicts in the Middle East and potential further escalation or expansion thereof), which may adversely affect the markets in which our 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 our common stock, or the perception that such sales might occur, including under an 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 our common stock to decline, regardless of our financial condition, results of operations, business or prospects.

We May Change the Dividend Policy for Our Common Stock in the Future. The decision to declare and pay dividends on our 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 an adverse effect on the market price of our common stock.

Maryland Law May Limit the Ability of a Third Party to Acquire Control of Us, Which May Not be in Our 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 our 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 our 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 Our Stockholders to Effect a Change in Control of Our Company Restrict the Transferability of Our Stock and May Prevent Takeovers That are Beneficial to Our 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 our 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 our 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 our 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 our stockholders or might otherwise be in our stockholders' best interests.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Unregistered Sales of Equity Securities

From time to time the Company issues shares of the Company's common stock in exchange for operating partnership units ("OP Units") tendered to the Operating Partnership for redemption in accordance with the provisions 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 their OP Units 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 the Company's common stock equal to the number of OP Units being redeemed.

During the three months ended September 30, 2026, we issued 2,500 shares of our common stock upon redemption of OP Units in reliance upon an exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933.

Repurchase of Equity Securities

In January 2008, UDR's Board of Directors authorized a 15 million share repurchase program. On May 4, 2026, the Company announced that its Board of Directors has authorized increasing its share repurchase program by 25 million shares, effective immediately. Under the share repurchase program, UDR may repurchase shares of our common stock in open market purchases, block purchases, privately negotiated transactions or otherwise. The following table summarizes all of UDR's repurchases of shares of common stock under this program during the three months ended September 30, 2026 (*shares in thousands*):

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan or Program	Maximum Number of Shares that May Yet Be Purchased Under the Plan or Program (a)
Beginning Balance	14,476	$ 36.64	14,476	25,524
July 1, 2026 through July 31, 2026	—	—	—	25,524
August 1, 2026 through August 31, 2026	—	—	—	25,524
September 1, 2026 through September 30, 2026	—	—	—	25,524
Balance as of September 30, 2026	**14,476**	**$ 36.64**	**14,476**	**25,524**

(a) This number reflects the number of shares that were available for purchase under our share repurchase program authorized in January 2008 and upsized in May 2026.

During the three months ended September 30, 2026, 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 September 30, 2026 (*shares in thousands*):

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
July 1, 2026 through July 31, 2026	6	$ 38.62	N/A	N/A
August 1, 2026 through August 31, 2026	—	—	N/A	N/A
September 1, 2026 through September 30, 2026	—	—	N/A	N/A
Total	6	$ 38.62		

(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.

Item 3. DEFAULTS UPON SENIOR SECURITIES

None.

Item 4. MINE SAFETY DISCLOSURES

Not applicable.

Item 5. OTHER INFORMATION

During the three months ended September 30, 2026, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

On October 28, 2026, the Board of Directors (the "Board") of the Company adopted amended and restated bylaws (as amended and restated, the "Amended and Restated Bylaws"), which became effective the same day. Among other things, the amendments effected by the Amended and Restated Bylaws:

- address the universal proxy rules adopted by the U.S. Securities and Exchange Commission (the "SEC") by clarifying that no person may solicit proxies in support of a director nominee other than the Board's nominees unless such person has complied with Rule 14a-19 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including applicable notice and solicitation requirements, and provide that the nomination of a nominating person's proposed nominees will be disregarded if such stockholder fails to satisfy the requirements of Rule 14a-19;
- require a stockholder nominating directors to represent whether it (or a group of which it is a part) intends to solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of director nominees other than the Board's nominees;
- revise the advance notice period for stockholders to nominate directors or bring other business before an annual meeting of stockholders to specify that, if the date of the annual meeting is more than 30 days before or more than 60 days after the anniversary date of the previous year's annual meeting, notice must be delivered not more than 150 days prior to such annual meeting and not less than the later of the 120th day before the meeting or the tenth day following public announcement of the date of the meeting;
- update advance notice disclosure requirements in connection with stockholder nominations of directors and submissions of proposals regarding other business at stockholder meetings (other than proposals to be included in the Company's proxy materials pursuant to Rule 14a-8 under the Exchange Act) to:
    - require the notice from stockholders to include certain information from all participants in the solicitation;

- require additional background information and disclosures regarding proposing stockholders, proposed director nominees and business;
- require proposing stockholders to update and supplement their notices so that the information provided remains true and correct as of specified dates prior to the meeting; and
- remove the requirement for the notice from stockholders to disclose information about certain performance-related fees;

- enhance the procedures and disclosure requirements in connection with stockholders seeking to call a special meeting, including by requiring that a stockholder of record first request that the Board fix a record date for determining the stockholders entitled to demand a special meeting, requiring that holders of at least 10% of the votes entitled to be cast deliver demands within the prescribed period, and requiring that additional background information accompany any such record date request and demand; and
- require that a stockholder directly or indirectly soliciting proxies from other stockholders use a proxy card color other than white, which is reserved for the exclusive use of the Board.

The Amended and Restated Bylaws also incorporate certain modernizing, clarifying, conforming and additional changes, including provisions addressing the conduct of stockholder meetings, electronic notice and "householding" of stockholder notices, the issuance of uncertificated shares, the ratification of corporate acts, and various updates to conform the Amended and Restated Bylaws to the MGCL.

The foregoing description of the Amended and Restated Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended and Restated Bylaws, a copy of which is filed with this Report as Exhibit 3.7 and is incorporated herein by reference.

Item 6. EXHIBITS

Exhibit No.	Description
3.1	Articles of Restatement of UDR, Inc. (incorporated by reference to Exhibit 3.09 to UDR, Inc.'s Current Report on Form 8-K dated July 27, 2005 and filed with the SEC on August 1, 2005).
3.2	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 (incorporated by reference to Exhibit 3.2 to UDR, Inc.'s Current Report on Form 8-K dated March 14, 2007 and filed with the SEC on March 15, 2007).
3.3	Articles of Amendment to the Articles of Restatement of UDR, Inc. dated August 30, 2011 and filed with the State Department of Assessments and Taxation of the State of Maryland on August 31, 2011 (incorporated by reference to Exhibit 3.1 to UDR, Inc.'s Current Report on Form 8-K dated August 29, 2011 and filed with the SEC on September 1, 2011).
3.4	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 May 24, 2018 (incorporated by reference to Exhibit 3.1 to UDR, Inc.'s Current Report on Form 8-K dated May 24, 2018 and filed with the SEC on May 29, 2018).
3.5	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 July 27, 2021 (incorporated by reference to Exhibit 3.1 to UDR, Inc.'s Current Report on Form 8-K dated July 29, 2021 and filed with the SEC on July 29, 2021).
3.6	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 (incorporated by reference to Exhibit 3.4 to UDR, Inc.'s Form 8-A Registration Statement dated and filed with the SEC on May 30, 2007).
3.7	Amended and Restated Bylaws of UDR, Inc. (as amended through October 28, 2026).
10.1	Second Amended and Restated Limited Partnership Agreement of United Dominion Realty, L.P., dated as of July 1, 2026 (incorporated by reference to Exhibit 10.1 to UDR, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2026).
22.1	List of Guarantor Subsidiaries of UDR, Inc.
31.1	Rule 13a-14(a) Certification of the Chief Executive Officer of UDR, Inc.
31.2	Rule 13a-14(a) Certification of the Chief Financial Officer of UDR, Inc.
32.1	Section 1350 Certification of the Chief Executive Officer of UDR, Inc.
32.2	Section 1350 Certification of the Chief Financial Officer of UDR, Inc.
101	Inline XBRL (Extensible Business Reporting Language). The following materials from this Quarterly Report on Form 10-Q for the period ended September 30, 2026, formatted in Inline 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. and (vi) notes to consolidated financial statements of UDR, Inc. The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURES

Pursuant to the requirements 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.

Date: November 3, 2026

UDR, Inc.
/s/ David D. Bragg
David D. Bragg
Senior Vice President and Chief Financial Officer (Principal Financial Officer)

Exhibit 3.7

AMENDED AND RESTATED BYLAWS

OF UDR, INC.

October 28, 2026

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AMENDED AND RESTATED

BYLAWS

OF

UDR, INC.

ARTICLE I

OFFICES

Section 1.1 Principal Office in Maryland.

The address of the principal office of the corporation in the State of Maryland shall be located at such place as the Board of Directors may from time to time designate.

Section 1.2 Other Offices.

The corporation may also have and maintain such other offices or places of business, both within and outside the State of Maryland as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

STOCKHOLDERS' MEETINGS

Section 2.1 Place of Meetings.

(a) Meetings of stockholders may be held at such place, either within or outside the State of Maryland, as may be designated by or in the manner provided in these Bylaws or, if not so designated, as determined by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meeting may not be held at any place, but may instead be held partially or solely by means of remote communication as authorized by paragraph (b) of this Section 2.1.

(b) In accordance with these Bylaws and subject to any guidelines and procedures adopted by the Board of Directors, stockholders and proxy holders may participate in any meeting of stockholders held by means of remote communication and may vote at such meeting as permitted by Maryland law. Participation in a meeting by these means constitutes presence in person at the meeting. "Remote communication" means a conference telephone or other communications equipment provided that all persons participating in the meeting can read or hear the proceedings of the meeting substantially concurrently with the proceedings.

Section 2.2 Annual Meetings.

The annual meetings of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as the Board of Directors designates from time to time. Failure to hold an annual meeting does not invalidate the corporation's existence or affect any otherwise valid corporate act.

Section 2.3 Special Meetings.

(a) Special meetings of the stockholders of the corporation may be called for any purpose or purposes, only (i) by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or by a majority of the Board of Directors at any time, or (ii) by the Secretary of the corporation, following his or her receipt of one or more written demands to call a special meeting of the stockholders in accordance with, and subject to, this Section 2.3 from stockholders of record as of the record date fixed in accordance with Section 2.3(e) who, in the aggregate, are entitled to cast at least ten percent (10%) of all the votes entitled to be cast at the meeting. The notice of a special meeting shall state the purpose or purposes of the special meeting, and the business to be conducted at the special meeting shall be limited to the purpose or purposes stated in the notice. Except in accordance with this Section 2.3, stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders. Stockholders who nominate persons for election to the board of directors at a special meeting must also comply with the requirements set forth in Section 2.11.

(b) No stockholder may demand that the Secretary of the corporation call a special meeting of the stockholders pursuant to Section 2.3(a) unless a stockholder of record has first submitted a request in writing that the Board of Directors fix a record date (a "Demand Record Date") for the purpose of determining the stockholders entitled to demand that the Secretary of the corporation call such special meeting, which request shall be in proper form and delivered to, or mailed by registered mail and received by, the Secretary of the corporation at the principal executive offices of the corporation.

(c) To be in proper form for purposes of this Section 2.3, a request by a stockholder for the Board of Directors to fix a Demand Record Date shall set forth:

(i) As to each Requesting Person (as defined below), the Stockholder Information (as defined in Section 2.10, except that for purposes of this Section 2.3 the term "Requesting Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.10(e)(i));

(ii) As to each Requesting Person, any Disclosable Interests (as defined in Section 2.10(e)(ii), except that for purposes of this Section 2.3 the term "Requesting Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.10(e)(ii) and the disclosure with respect to the business to be brought before the meeting in Section 2.10(e)(ii) shall be made with respect to the business proposed to be conducted at the special meeting or the proposed election of directors at the special meeting, as the case may be);

(iii) As to the purpose or purposes of the special meeting, (A) a reasonably brief description of the purpose or purposes of the special meeting and the business proposed to be

conducted at the special meeting, the reasons for conducting such business at the special meeting and any material interest in such business of each Requesting Person, and (B) a reasonably detailed description of all agreements, arrangements and understandings (1) between or among any of the Requesting Persons or (2) between or among any Requesting Person and any other person or entity (including their names) in connection with the request for the special meeting or the business proposed to be conducted at the special meeting; and

(iv) If directors are proposed to be elected at the special meeting, the Nominee Information (as defined in Section 2.11(d)(iii)) for each person whom a Requesting Person expects to nominate for election as a director at the special meeting.

For purposes of this Section 2.3(c), the term "Requesting Person" shall mean (x) the stockholder making the request to fix a Demand Record Date for the purpose of determining the stockholders entitled to demand that the Secretary call a special meeting, (y) the beneficial owner or beneficial owners, if different, on whose behalf such request is made, and (z) any affiliate of such stockholder or beneficial owner.

(d) The Board of Directors may request that any Requesting Person furnish such additional information as may be reasonably required by the Board of Directors. Such Requesting Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(e) Within ten (10) days after receipt of a request to fix a Demand Record Date in proper form and otherwise in compliance with this Section 2.3 from any stockholder of record, the Board of Directors may adopt a resolution fixing a Demand Record Date for the purpose of determining the stockholders entitled to demand that the Secretary of the corporation call a special meeting, which date shall not precede the date upon which the resolution fixing the Demand Record Date is adopted by the Board of Directors. If no resolution fixing a Demand Record Date has been adopted by the Board of Directors within the ten (10) day period after the date on which such a request to fix a Demand Record Date was received, the Demand Record Date in respect thereof shall be deemed to be the close of business on the twentieth (20th) day after the date on which such a request is received. Notwithstanding anything in this Section 2.3 to the contrary, no Demand Record Date shall be fixed if the Board of Directors determines that the demand or demands that would otherwise be submitted following such Demand Record Date could not comply with the requirements set forth in clauses (ii) or (iv) of Section 2.3(g).

(f) Without qualification, a special meeting of the stockholders shall not be called pursuant to Section 2.3(a) unless stockholders of record as of the Demand Record Date who hold, in the aggregate, at least ten percent (10%) of all the votes entitled to be cast at the meeting (the "Requisite Percentage") timely provide one or more demands to call such special meeting in writing and in proper form to the Secretary of the corporation at the principal executive offices of the corporation. Only stockholders of record on the Demand Record Date shall be entitled to demand that the Secretary of the corporation call a special meeting of the stockholders pursuant to Section 2.3(a). To be timely, a stockholder's demand to call a special meeting must be delivered to, or mailed and received at, the principal executive offices of the corporation not later than the sixtieth (60th) day following the Demand Record Date. To be in proper form for purposes of this Section 2.3, a demand to call a special meeting shall set forth (i) the business proposed to be

conducted at the special meeting or the proposed election of directors at the special meeting, as the case may be, (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration), if applicable, and (iii) with respect to any stockholder or stockholders submitting a demand to call a special meeting (except for any stockholder that has provided such demand in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act") by way of a solicitation statement filed on Schedule 14A (a "Solicited Stockholder")) the information required to be provided pursuant to this Section 2.3 of a Requesting Person. A stockholder may revoke a demand to call a special meeting by written revocation delivered to the Secretary at any time prior to the special meeting. If any such revocation(s) are received by the Secretary after the Secretary's receipt of written demands from the holders of the Requisite Percentage of stockholders, and as a result of such revocation(s), there no longer are unrevoked demands from the Requisite Percentage of stockholders to call a special meeting, the Board of Directors shall have the discretion to determine whether or not to proceed with the special meeting.

(g) The Secretary shall not accept, and shall consider ineffective, a written demand from a stockholder to call a special meeting (i) that does not comply with this Section 2.3, (ii) that relates to an item of business to be transacted at such meeting that is not a proper subject for stockholder action under applicable law, (iii) that includes an item of business to be transacted at such meeting that did not appear on the written request that resulted in the determination of the Demand Record Date or (iv) that relates to any matter which is substantially the same as a matter voted on at any special meeting of the stockholders held during the preceding twelve (12) months, unless, in the case of (iv), requested by stockholders entitled to cast a majority of all the votes entitled to be cast at the special meeting.

(h) After receipt of demands in proper form and in accordance with this Section 2.3 from a stockholder or stockholders holding the Requisite Percentage, the Board of Directors shall duly call, and determine the place, if any, date and time of, a special meeting of stockholders for the purpose or purposes and to conduct the business specified in the demands received by the corporation. Notwithstanding anything in these Bylaws to the contrary, the Board of Directors may submit its own proposal or proposals for consideration at such a special meeting. The record date for notice and voting for such a special meeting shall be fixed in accordance with Section 2.5 of these Bylaws. The Board of Directors shall provide written notice of such special meeting to the stockholders in accordance with Section 2.4.

(i) In connection with a special meeting called in accordance with this Section 2.3, the stockholder or stockholders (except for any Solicited Stockholder) who requested that the Board of Directors fix a record date for the purpose of determining the stockholders entitled to demand that the Secretary of the corporation call a special meeting in accordance with this Section 2.3 or who delivered a demand to call a special meeting to the Secretary shall further update and supplement the information previously provided to the corporation in connection with such request or demand, if necessary, so that the information provided or required to be provided in such request or demand pursuant to this Section 2.3 shall be true and correct as of the record date for stockholders entitled to receive notice of and to vote at the special meeting and as of the date that is ten (10) business days prior to the special meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at

the principal executive offices of the corporation not later than five (5) business days after the record date for stockholders entitled to receive notice of and to vote at the special meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the special meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the special meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the special meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the corporation's rights with respect to any deficiencies in any request or demand provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted a request or demand hereunder to amend or update any such request or demand, including by changing or adding nominees, matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(j) Notwithstanding anything in these Bylaws to the contrary, the Secretary shall not be required to call a special meeting pursuant to this Section 2.3 except in accordance with this Section 2.3. If the Board of Directors shall determine that any request to fix a record date for the purpose of determining the stockholders entitled to demand that the Secretary of the corporation call a special meeting or demand to call and hold a special meeting was not properly made in accordance with this Section 2.3, or shall determine that the stockholder or stockholders requesting that the Board of Directors fix such record date or submitting a demand to call the special meeting have not otherwise complied with this Section 2.3, then the Board of Directors shall not be required to fix such record date or to call and hold the special meeting. In addition to the requirements of this Section 2.3, each Requesting Person shall comply with all requirements of applicable law, including all requirements of the Exchange Act, with respect to any request to fix a record date for the purpose of determining the stockholders entitled to demand that the Secretary of the corporation call a special meeting or demand to call a special meeting.

Section 2.4 Notice of Meetings.

(a) Except as otherwise provided by law or in the charter of the corporation (the "Charter"), written notice of each meeting of stockholders, specifying the place, if any, date and hour and, in the case of a special meeting or as otherwise may be required by law, purpose or purposes of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given by the Secretary of the corporation not less than ten (10) nor more than ninety (90) days before the date of the meeting to each stockholder entitled to vote thereat and to each stockholder not entitled to vote who is entitled to notice of the meeting, directed to his or her address as it appears upon the books of the corporation. No business shall be transacted at a special meeting of stockholders except as specifically designated in the notice. Subject to Section 2.10 and Section 2.11 of this Article II, any business of the corporation may be transacted at an annual meeting of stockholders without being designated in the notice, except such business as is required by any statute to be stated in such notice.

(b) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the date, time, place, if any, are announced at the meeting at which the

adjournment is taken or provided at a future time through means announced at the meeting unless the adjournment is for more than one hundred twenty (120) days after the original record date, or unless after the adjournment a new record date is fixed for the adjourned meeting, in which event a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(c) Notice of the time, place and purpose of any meeting of stockholders may be waived in writing, either before or after such meeting, and, to the extent permitted by law, will be waived by any stockholder by his or her attendance thereat, in person or by proxy. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

(d) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the corporation under any provision of Maryland General Corporation Law ("MGCL"), the Charter or these Bylaws shall be effective when it is (i) personally delivered to the stockholder, (ii) left at the stockholder's residence or usual place of business, (iii) mailed to the stockholder at the stockholder's address as it appears on the records of the corporation or (iv) transmitted to the stockholder by an electronic transmission to any address of the stockholder at which the stockholder receives electronic transmissions. The corporation may give a single notice to all stockholders who share an address, which single notice shall be effective as to any stockholder at such address, unless such stockholder objects to receiving such single notice or revokes a prior consent to receiving such single notice. Failure to give notice of any meeting to one or more stockholders, or any irregularity in such notice, shall not affect the validity of any meeting fixed in accordance with this Article II or the validity of any proceedings at any such meeting. The corporation may postpone or cancel a meeting of stockholders by making a public announcement (as defined in Section 2.10) of such postponement or cancellation prior to the meeting. Notice of the date, time and place to which the meeting is postponed shall be given not less than ten days prior to such date and otherwise in the manner set forth in this Section 2.4.

Section 2.5 Record Date.

For purposes of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall not be more than ninety (90) days prior to the date of any such meeting or the taking of such other actions. A record date may not precede the date on which the record date is fixed. In the case of a meeting of stockholders, the record date shall be at least ten (10) days before the meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment or postponement of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned or postponed meeting. Except where the Board of Directors fixes a new record date for any adjourned meeting, any stockholder who was a stockholder on the original record date shall be entitled to receive notice of and to vote at a meeting of stockholders or any adjournment or postponement thereof and to receive a dividend or allotment of rights even though he or she has since such date disposed of his or her shares, and no stockholder becoming a stockholder after

such date shall be entitled to receive notice of or to vote at such meeting or any adjournment or postponement thereof or to receive such dividend or allotment of rights.

If the Board of Directors does not so fix a record date, then:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the later of (i) at the close of business on the day on which notice is mailed or (ii) at the close of business on the thirtieth (30th) day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto provided that the payment of a dividend or allotment of rights may not be made more than sixty (60) days after the date on which such resolution was adopted.

Section 2.6 Quorum and Voting.

(a) At all meetings of stockholders except where otherwise provided by law, the Charter or these Bylaws, the presence, in person or by proxy duly authorized, of the holders of a majority of all the votes entitled to be cast at the meeting shall constitute a quorum for the transaction of business. Shares, the voting of which at said meeting have been enjoined, or which for any reason cannot be lawfully voted at such meeting, shall not be counted to determine a quorum at said meeting. In the absence of a quorum, any meeting of stockholders may be adjourned by the chairman of the meeting *sine die* or from time to time to a date not more than 120 days after the original record date without notice other than announcement at the meeting. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the original meeting. The stockholders present either in person or by proxy, at a meeting which has been duly called and convened, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

(b) Except as otherwise provided in this Article II, in any "uncontested" election (as defined below), each director shall be elected by a majority of total votes cast for and against such director nominee at a meeting of stockholders duly called and at which a quorum is present. For purposes of the preceding sentence, "a majority of total votes cast" shall mean that the number of shares voted "for" a director's election exceeds fifty percent (50%) of the total number of votes cast with respect to that director's election. Votes "cast" shall mean votes "for" and "against" a director nominee, but shall exclude any abstention with respect to a director's election or with respect to the election of directors generally. Each share may be voted for as many individuals as there are directors to be elected and for whose election the share is entitled to be voted. An election will be deemed to be an "uncontested" election if no stockholder provides notice of intention to nominate one or more candidates to compete with the Board of Directors' nominees in a director election in the manner required by these Bylaws, or if any such stockholder or stockholders have withdrawn all such nominations at least ten (10) days prior to the corporation's filing with the Securities and Exchange Commission (the "SEC") of its definitive proxy statement for such meeting of stockholders.

(c) Notwithstanding the foregoing, in any contested election (which shall be any election other than an "uncontested" election, as defined above), each director shall be elected by a plurality of votes cast at a meeting of stockholders duly called and at which a quorum is present. Each share may be voted for as many individuals as there are directors to be elected and for whose election the share is entitled to be voted.

(d) Any director nominee not elected by the vote required in this Section 2.6 and who is an incumbent director shall promptly tender his or her resignation to the Board of Directors for consideration. The committee of the Board of Directors with primary responsibility for corporate governance matters (the "Governance Committee") will make a recommendation to the Board of Directors as to whether to accept or reject the tendered resignation, or whether other action is recommended, taking into account any factors or other information that they consider appropriate and relevant, including the circumstances that led to the failure to receive the required vote, if known. The Board of Directors will act on the tendered resignation within ninety (90) days following certification of the stockholder vote and will promptly disclose its decision and rationale as to whether to accept the resignation (or the reasons for rejecting the resignation, if applicable) in a press release, filing with the SEC or by other public announcement, including a posting on the corporation's web site. No director who tenders his or her resignation pursuant to this Section shall participate in the Governance Committee recommendation or Board of Directors action with respect to his or her resignation. Notwithstanding the foregoing, in the event that no director nominee receives the vote required in these Bylaws, the Governance Committee shall make a final determination as to whether the corporation shall accept any or all resignations, including those resignations from the members of the Governance Committee. If an incumbent director's resignation is accepted by the Board of Directors pursuant to this Section 2.6, or if a non-incumbent director nominee is not elected, the Board of Directors may fill the resulting vacancy or decrease the size of the Board of Directors as specified in these Bylaws. If a director's resignation is not accepted by the Board of Directors, such director will continue to serve until his or her successor is duly elected and qualified, or his or her earlier death, resignation, retirement or removal.

(e) Except as otherwise provided by law, the Charter or these Bylaws, a majority of all the votes cast at a meeting at which a quorum is present is sufficient to approve any other matter that properly comes before the meeting.

(f) Except as otherwise provided by law or the Charter, where a separate vote by a class or series is required, a majority of the outstanding shares of such class or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter, and the affirmative vote of a majority of all the votes cast by such class or series at a meeting at which a quorum is present shall be the act of such class or series.

Section 2.7 Right to Vote; Proxies.

(a) Unless the Charter provides for a greater or lesser number of votes per share or limit or deny voting rights, each outstanding share of stock, regardless of class, is entitled to one vote on each matter submitted to a vote at a meeting of stockholders. A stockholder may cast the votes entitled to be cast by the shares of the corporation owned of record by him or her, either in person or by proxy in any manner authorized by law. Such proxy shall be filed with the Secretary before or at the time of the meeting. A stockholder may authorize another person to act as proxy

by transmitting, or authorizing the transmission of, an authorization by datagram, electronic mail or any other electronic or telephonic means to the person authorized to act as proxy or to any other person authorized to receive the proxy authorization on behalf of the person authorized to act as proxy, including a proxy solicitation firm or proxy support service organization. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy is revocable by a stockholder at any time without condition or qualification unless the proxy states that it is irrevocable and the proxy is coupled with an interest. A proxy may be made irrevocable for so long as it is coupled with an interest. The interest with which a proxy may be coupled includes an interest in the stock to be voted under the proxy or another general interest in the corporation or its assets or liabilities.

(b) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

Section 2.8 Voting of Shares by Certain Holders.

(a) Shares registered in the name of a corporation, partnership, trust or other entity, if entitled to be voted, may be voted by the president or a vice president, a general partner or trustee thereof, as the case may be, or a proxy appointed by any of the foregoing individuals, unless some other person who has been appointed to vote such shares pursuant to a bylaw or a resolution of the governing body of such corporation or other entity or agreement of the partners of a partnership presents a certified copy of such bylaw, resolution or agreement, in which case such person may vote such shares. Any trustee or other fiduciary may vote shares registered in his or her name as such fiduciary, either in person or by proxy.

(b) Shares registered in the name of a person adjudged incompetent may be voted and all rights incident thereto may be exercised only by his or her guardian, in person or by proxy. Shares registered in the name of a deceased person may be voted and all rights incident thereto may be exercised only by his or her executor or administrator, in person or by proxy. Shares registered in the name of a minor may be voted and all rights incident thereto may be exercised by his or her guardian, in person or by proxy, or in the absence of such representation by his or her guardian, by the minor, in person or by proxy, whether or not the corporation has notice, actual or constructive, of the minority or the appointment of a guardian, and whether or not a guardian has in fact been appointed.

(c) Shares registered in the names of two or more persons shall be voted or represented in accordance with the vote or consent of the majority of the persons in whose names the shares stand. If only one such person is present in person or by proxy, he or she may vote all the shares, and all the shares standing in the names of such persons are represented for the purpose of determining a quorum. This procedure also applies to the voting of shares by two or more administrators, executors, trustees or other fiduciaries, unless the instrument or order of court appointing them otherwise directs.

(d) Shares of the corporation directly or indirectly owned by it shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares entitled to be voted at any given time, unless they are held by it in a fiduciary capacity, in which case they

may be voted and shall be counted in determining the total number of outstanding shares at any given time.

(e) The Board of Directors may adopt by resolution a procedure by which a stockholder may certify in writing to the corporation that any shares registered in the name of the stockholder are held for the account of a specified person other than the stockholder. The resolution shall set forth: the class of stockholders who may make the certification; the purpose for which the certification may be made; the form of certification; the information to be contained in it; if the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or closing of the stock transfer books within which the certification must be received by the corporation; and any other provisions with respect to the procedure which the Board of Directors considers necessary or desirable. On receipt of such certification, the person specified in the certification shall be regarded as, for the purposes set forth in the certification, the stockholder of record of the specified shares in place of the stockholder who makes the certification.

Section 2.9 Inspectors.

The Board of Directors or the chairman of the meeting may appoint, before or at the meeting, one or more inspectors for the meeting and any successor to the inspector. Except as otherwise provided by the chairman of the meeting, such inspectors, if any, shall (a) determine the number of shares of stock represented at the meeting, in person or by proxy, and the validity and effect of proxies, (b) receive and tabulate all votes, ballots or consents, (c) report such tabulation to the chairman of the meeting, (d) hear and determine all challenges and questions arising in connection with the right to vote, and (e) do such acts as are proper to fairly conduct the election or vote. Each report of an inspector or inspectors shall be in writing and signed by him or by a majority of them if there is more than one inspector; the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

Section 2.10 Stockholder Proposals.

(a) At any annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in a notice of meeting given by or at the direction of the Board of Directors, (ii) if not specified in a notice of meeting, otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the meeting by a stockholder present in person who (A) (1) was a record owner of shares of capital stock of the corporation at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the meeting, at the time of giving notice as provided in this Section 2.10(a) and at the time of the meeting, (2) is entitled to vote at such meeting, and (3) has complied with this Section 2.10 in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Exchange Act. The foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. For purposes of this Section 2.10 and Section 2.11, “present in person” shall mean that the stockholder proposing that the business be brought before the annual meeting of the corporation, or a qualified representative of such proposing stockholder, appear at

such annual meeting, either in person or by means of remote communication. A "qualified representative" of such proposing stockholder shall be a duly authorized officer, manager or partner of such stockholder or any other person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at or before the meeting of stockholders in writing or by electronic transmission. Stockholders seeking to nominate persons for election to the Board of Directors must comply with Section 2.11 and this Section 2.10 shall not be applicable to nominations except as expressly provided in Section 2.11.

(b) Subject to Section 2.11(a), below, only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or otherwise properly brought before the meeting by or at the direction of the Board of Directors.

(c) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.10. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the date on which the corporation first mailed its proxy materials for the previous year's annual meeting of stockholders (or, if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after the one-year anniversary of the prior year's annual meeting, notice by the stockholder to be timely must be so delivered, or mailed and received, not more than one hundred fifty (150) days prior to such annual meeting and not less than the later of (i) the ten (10) days following the day on which public announcement of the date of such annual meeting was first made by the corporation and (ii) one hundred twenty (120) days before the date of the meeting (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Timely Notice as described above.

(d) Other than with respect to stockholder proposals relating to director nomination(s), which are required to set forth the information specified in Section 2.11 below, a stockholder's notice to the Secretary shall set forth as to each item of business that the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the language of the proposed amendment), (iii) a reasonably detailed description of all agreements, arrangements and understandings (A) between or among any of the Proposing Persons (as defined below) or (B) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder, and (iv) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before

the meeting pursuant to Section 14(a) of the Exchange Act; provided, however, that the disclosures required by this paragraph (d) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

(e) To be in proper form for purposes of this Section 2.10, a stockholder's notice to the Secretary shall set forth:

(i) As to each Proposing Person, (A) the name and record address of such Proposing Person (including, if applicable, the name and address that appear on the corporation's books and records), (B) the class or series and number of shares of capital stock of the corporation which are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of capital stock of the corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future, (C) the date or dates such shares were acquired, (D) the investment intent of such acquisition and (E) any pledge by such Proposing Person with respect to any of such shares (the disclosures to be made pursuant to the foregoing clauses (A) through (E) are referred to as "Stockholder Information"; and

(ii) As to each Proposing Person,

(A) the material terms and conditions of any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) or a "put equivalent position" (as such term is defined in Rule 16a-1(h) under the Exchange Act) or other derivative or synthetic arrangement in respect of any class or series of shares of capital stock of the corporation ("Synthetic Equity Position") that is, directly or indirectly, held or maintained by, held for the benefit of, or involving such Proposing Person, including, without limitation,

(1) any option, warrant, convertible security, stock appreciation right, future or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of capital stock of the corporation or with a value derived in whole or in part from the value of any shares of any class or series of shares of capital stock of the corporation,

(2) any derivative or synthetic arrangement having the characteristics of a long position or a short position in any class or series of shares of capital stock of the corporation, including, without limitation, a stock loan transaction, a stock borrow transaction, or a share repurchase transaction or

(3) any contract, derivative, swap or other transaction or series of transactions designed to

(a) produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of capital stock of the corporation,

(b) mitigate any loss relating to, reduce the economic risk (of ownership or otherwise) of, or manage the risk of share price decrease in, any class or series of shares of capital stock of the corporation, or

(c) increase or decrease the voting power in respect of any class or series of shares of capital stock of the corporation held or maintained by, held for the benefit of, or involving such Proposing Person,

including, without limitation, due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of capital stock of the corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of capital stock of the corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the holder thereof may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the price or value of any shares of any class or series of shares of capital stock of the corporation;

provided that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, provided, further, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underly any Synthetic Equity Position that is, directly or indirectly, held or maintained by, held for the benefit of, or involving such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer,

(B) a description of any agreement, arrangement or understanding with respect to any rights to dividends on the shares of any class or series of shares of capital stock of the corporation owned beneficially by such Proposing Person that are separated or separable pursuant to such agreement, arrangement or understanding from the underlying shares of capital stock of the corporation,

(C) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the corporation or any of its officers or directors, or any affiliate of the corporation,

(D) any other material relationship between such Proposing Person, on the one hand, and the corporation or any affiliate of the corporation, on the other hand,

(E) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the corporation or any affiliate of the corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement),

(F) a description of any agreement, arrangement or understanding with respect to any rights to dividends on the shares of any class or series of shares of capital stock of the corporation owned beneficially by such Proposing Person that are separated or separable pursuant to such agreement, arrangement or understanding from the underlying shares of capital stock of the corporation,

(G) any proportionate interest in shares of capital stock of the corporation or Synthetic Equity Position held, directly or indirectly, by a general or limited partnership, limited liability company or similar entity in which any such Proposing Person (1) is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership or (2) is the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of such limited liability company or similar entity,

(H) a representation that such Proposing Person intends or is part of a group that intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal or otherwise solicit proxies or votes from stockholders in support of such proposal,

(I) any significant equity interests or any Synthetic Equity Position in any principal competitor of the corporation held by such Proposing Person,

(J) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act, and

(K) any direct or indirect interest of such Proposing Person in any contract with the corporation, any affiliate of the corporation or any principal competitor of the corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement),

(the disclosures to be made pursuant to the foregoing clauses (A) through (K) are referred to as "Disclosable Interests"); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

For purposes of this Section 2.10, the term "Proposing Person" shall mean (1) the stockholder providing the notice of business proposed to be brought before an annual meeting, (2) any person controlling or controlled by, directly or indirectly, or acting in concert with, such stockholder, (3) any beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, (4) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation and (5) any person controlling, controlled by or under common control with such Proposing Person.

(f) At the same time as or prior to the submission by a stockholder of any stockholder nomination or proposal of business to be considered at an annual or special meeting that, if approved and implemented by the corporation, would cause the corporation to be in breach of any covenant of the corporation in any existing or proposed debt instrument, agreement of the corporation or other material contract or agreement, the proponent stockholder or stockholders must submit to the Secretary of the corporation at the principal executive offices of the corporation (i) evidence satisfactory to the Board of Directors of the lender's or contracting party's willingness to waive the breach of covenant or (ii) a plan for repayment of the indebtedness to the lender or correcting the contractual default, specifically identifying the actions to be taken or the source of funds to be used in the repayment, which plan must be satisfactory to the Board of Directors in its discretion.

(g) At the same time or prior to the submission by a stockholder of any stockholder nominations or proposal of business to be considered at an annual or special meeting that, if approved, could not be implemented by the corporation without notifying or obtaining the consent or approval of any federal, state, municipal or other regulatory body, the proponent stockholder or stockholders must submit to the Secretary of the corporation at the principal executive offices of the corporation (i) evidence satisfactory to the Board of Directors that any and all required notices, consents or approvals have been given or obtained, including without limitation such evidence as the Board of Directors may require so that any nominee may be determined to satisfy any suitability or other requirements or (ii) a plan for making the requisite notices or obtaining the requisite consents or approvals, as applicable, prior to the implementation of the proposal or election, which plan must be satisfactory to the Board of Directors in its discretion.

(h) If information submitted pursuant to this Section 2.10 by any stockholder proposing any business at a meeting of stockholders shall be inaccurate to any material extent, such

information may be deemed not to have been provided in compliance with Section 2.10. Upon written request of the Secretary or the Board of Directors, any stockholder proposing business at a meeting of stockholders shall provide, within five (5) days of delivery of such request (or such other period as may be specified in such request), (i) written verification, satisfactory, in the discretion of the Board of Directors or any authorized officer of the corporation, to demonstrate the accuracy of any information submitted by the stockholder pursuant to this Section 2.10, and (ii) a written update of any information previously submitted by the stockholder pursuant to this Section 2.10, as of an earlier date. If a stockholder fails to provide such written verification or written update within such period, the information as to which written verification or a written update was requested may be deemed not to have been provided in accordance with this Section 2.10.

(i) The Board of Directors may request that any Proposing Person furnish such additional information as may be reasonably required by the Board of Directors. Such Proposing Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(j) A Proposing Person shall update and supplement its notice to the corporation of its intent to propose business at the meeting of stockholders, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.10 shall be true and correct as of the record date for stockholders entitled to receive notice of and vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the corporation not later than five (5) business days after the record date for stockholders entitled to notice of and to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(k) Notwithstanding anything in these Bylaws to the contrary, only such business shall be conducted at a meeting of stockholders as shall have been properly brought before the meeting in accordance with this Section 2.10. Unless otherwise required by law, if a stockholder intending to propose business at an annual meeting pursuant to this Section 2.10 does not provide the information required by Section 2.10 to the corporation within the applicable time period set forth in Section 2.10, as applicable, is deemed not to have provided such information pursuant to Section 2.10(h), or does not appear in person or by proxy at the meeting to bring the business before the meeting, such business shall not be transacted, notwithstanding that proxies in respect of such business may have been received by the corporation. The chairman of the meeting (or, in

advance of any meeting of stockholders, the Board of Directors) shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2.10, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. The requirements of Section 2.10 are included to provide the corporation notice of a stockholder's intention to bring business before a meeting and shall in no event be construed as imposing upon any stockholder the requirement to seek approval from the corporation as a condition precedent to bringing any such business before a meeting.

(l) This Section 2.10 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the corporation's proxy statement. In addition to the requirements of this Section 2.10 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall also comply with all applicable requirements of state law and of the Exchange Act and the rules and regulations thereunder with respect to any such business and to the matters set forth in this Section 2.10. Nothing in this Section 2.10 shall be deemed to affect the rights of stockholders to request inclusion of a proposal in, nor the right of the corporation to omit such proposal from, the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(m) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the corporation with the SEC pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

Section 2.11 Nominations of Persons for Election to the Board of Directors.

(a) In addition to any other applicable requirements, only persons who are nominated in accordance with the following procedures, or in accordance with Section 2.15, shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the corporation may only be made at an annual meeting of stockholders or special meeting of stockholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) (i) by or at the direction of the Board of Directors, by any nominating committee or person appointed by the Board of Directors, including by any committee or persons authorized to do so by the Board of Directors or these Bylaws, (ii) by any stockholder of the corporation present in person who (A) was a record owner of shares of capital stock of the corporation at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the meeting, at the time of giving the notice provided for in this Section 2.11 and at the time of the meeting, (B) is entitled to vote for the election of directors at the meeting, and (C) has complied with this Section 2.11 as to such notice and nomination, or (iii) by any Eligible Stockholder (as defined below) who complies with the procedures set forth in Section 2.15.

(b) (i) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting, the stockholder must (A) provide Timely Notice (as defined in Section 2.10) thereof in writing and in proper form to the Secretary of the corporation, (B) provide the information, agreements and questionnaires with respect to each Nominating Person (as defined below) and its candidate for nomination as required

to be set forth by this Section 2.11 and (C) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.11. In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Timely Notice.

(c) In no event may a Nominating Person deliver a notice of nomination, as applicable, with respect to a greater number of director candidates than are subject to election by stockholders at the applicable meeting. If the corporation shall, subsequent to such notice, increase the number of directors subject to election at the meeting, such notice as to any additional nominees shall be due on the later of (i) the conclusion of the time period for Timely Notice or Special Meeting Timely Notice (as defined below), as applicable, or (ii) the tenth day following the date of public announcement (as defined in Section 2.10) of such increase.

(d) To be in proper form for purposes of this Section 2.11, a stockholder's notice to the Secretary shall set forth:

(i) as to each Nominating Person, the Stockholder Information (as defined in Section 2.10(e)(i), except that for purposes of this Section 2.11 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.10(e)(i));

(ii) as to each Nominating Person, any Disclosable Interests (as defined in Section 2.10(e)(ii), except that for purposes of this Section 2.11 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.10(e)(ii) and the disclosure with respect to the business to be brought before the meeting in Section 2.10(e)(ii) shall be made with respect to the nomination proposed to be made at the meeting); and provided that, in lieu of including the information set forth in Section 2.10(e)(ii)(H), the Nominating Person's notice for purposes of this Section 2.11 shall include a representation as to whether the Nominating Person intends or is part of a group that intends to deliver a proxy statement and solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of director nominees other than the corporation's nominees in accordance with Rule 14a-19 promulgated under the Exchange Act; and

(iii) as to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such candidate's written consent to being named in a proxy statement and accompanying proxy card relating to the corporation's next meeting of stockholders at which directors are to be elected and to serving as a director for a full term if elected), (B) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates (as defined in Rule 14a-1(a) promulgated under the Exchange Act) or any other participants (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating

Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "Nominee Information"), and (C) a completed and signed questionnaire, representation and agreement as provided in Section 2.11(i).

For purposes of this Section 2.11, the term "Nominating Person" shall mean (1) the stockholder providing the notice of the nomination proposed to be made at the meeting, (2) any person controlling or controlled by, directly or indirectly, or acting in concert with, such stockholder, (3) any beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, (4) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation and (5) any person controlling, controlled by or under common control with such Nominating Person.

(e) The Board of Directors may request that any Nominating Person furnish such additional information as may be reasonably required by the Board of Directors. Such Nominating Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(f) The Board of Directors may also require any proposed candidate for nomination to furnish such other information related to such candidate's eligibility or qualification to serve as a director as may reasonably be requested by the Board of Directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon. Without limiting the generality of the foregoing, the Board of Directors may request such other information in order for the Board to determine the eligibility of such candidate for nomination to be an independent director of the corporation or to comply with the director qualification standards and additional selection criteria in accordance with the corporation's Statement on Corporate Governance and the Charter of the Governance Committee. Such other information shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the corporation not later than five (5) business days after the request by the Board of Directors has been delivered to, or mailed and received by, the Nominating Person.

(g) No candidate nominated pursuant to Section 2.11(a)(ii) shall be eligible for nomination as a director of the corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in the nomination have complied with this Section 2.11. These provisions shall not apply to nomination of any persons entitled to be separately elected by holders of preferred stock.

(h) Without qualification, in the event a special meeting of stockholders is called for the purpose of electing one or more directors to the Board of Directors, then for any stockholder of record to make a nomination of a person or persons for election to the Board of Directors, the stockholder must (A) provide timely notice thereof in writing and in proper form to the Secretary of the corporation at the principal executive offices of the corporation, (B) provide the information with respect to each Nominating Person and its candidate for nomination as required by this Section 2.11 and (C) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.11. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive

offices of the corporation not more than one hundred fifty (150) days prior to the date of the special meeting and not less than one hundred twenty (120) days prior to such special meeting or, if later, ten (10) days following the day on which public announcement of the date of such special meeting is first made by the corporation (such notice within such time periods, "Special Meeting Timely Notice"). In no event shall any adjournment or postponement of a special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Special Meeting Timely Notice.

(i) To be eligible to be a candidate for election or re-election as a director of the corporation at an annual or special meeting, a candidate for nomination, whether nominated by the Board of Directors or by a stockholder of record, must have previously delivered to the Secretary at the principal offices of the corporation (i) a completed written questionnaire with respect to the background, qualification, stock ownership and independence of such proposed nominee (which questionnaire shall be in the form provided by the corporation within ten (10) days upon written request of any stockholder of record therefor) and (ii) a written representation, and agreement (in the form provided by the corporation within ten (10) days upon written request of any stockholder of record therefor) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the corporation, will act or vote on any issue or question (a "Voting Commitment") or (2) any Voting Commitment that could limit or interfere with that person's ability to comply, if elected as a director of the corporation, with that person's duties to the corporation under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in the person's individual capacity and on behalf of any person or entity on whose behalf the nominee is being nominated, would be in compliance and, if elected as a director of the corporation, will comply, with all applicable corporate governance, conflict of interest, code of business conduct and ethics, related person transaction, confidentiality, stock ownership and trading policies and other policies and guidelines of the corporation applicable to directors and in effect during such person's term of office as a director (and, if requested by any candidate for nomination, the Secretary of the corporation shall provide to such candidate for nomination all such policies and guidelines then in effect), and (D) if elected as a director of the corporation, intends to serve the entire term until the next meeting at which such candidate would face re-election.

(j) The Board of Directors may request that any Nominating Person furnish such additional information as may be reasonably required by the Board of Directors. Such Nominating Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(k) A stockholder providing notice of any nomination proposed to be made at a meeting and any candidate for nomination as a director shall further update and supplement such notice or the materials delivered pursuant to this Section 2.11, as applicable, if necessary, so that the information provided or required to be provided in such notice or by such candidate, as applicable, pursuant to this Section 2.11 shall be true and correct as of the record date for stockholders entitled to receive notice of and vote at the meeting and as of the date that is ten (10) business days prior

to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the corporation not later than five (5) business days after the record date for stockholders entitled to receive notice of and vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination, including by changing or adding nominees, or to submit any new nomination, or submit any new proposal, matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(l) In addition to the requirements of this Section 2.11 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations. Notwithstanding the foregoing provisions of this Section 2.11, unless otherwise required by law, (i) no Nominating Person shall solicit proxies in support of director nominees other than the corporation's nominees unless such Nominating Person has, or is part of a group that has, complied with Rule 14a-19 promulgated under the Exchange Act in connection with the solicitation of such proxies, including the provision to the corporation of notices required thereunder, in accordance with the time frames required in this Section 2.11 or by Rule 14a-19 promulgated under the Exchange Act, as applicable, and (ii) if (A) any Nominating Person provides notice in accordance with Rule 14a-19(b) promulgated under the Exchange Act and (B) (1) such notice in accordance with Rule 14a-19(b) is not provided within the time period for Timely Notice or Special Meeting Timely Notice, as applicable, (2) such Nominating Person subsequently fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) promulgated under the Exchange Act or (3) such Nominating Person fails to timely provide reasonable evidence sufficient to satisfy the corporation that such Nominating Person has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence, then the nomination of such Nominating Person's proposed nominees shall be disregarded, notwithstanding that each such nominee is included as a nominee in the corporation's proxy statement, notice of meeting or other proxy materials for any meeting of stockholders (or any supplement thereto) and notwithstanding that proxies or votes in respect of the election of such proposed nominees may have been received by the corporation (which proxies and votes shall be disregarded). If any Nominating Person provides notice in accordance with Rule 14a-19(b) promulgated under the Exchange Act, such Nominating Person shall deliver to the corporation, no later than seven (7) business days prior to the applicable meeting, reasonable evidence that it has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

(m) If information submitted pursuant to this Section 2.11 by any stockholder proposing a nominee for election as a director at a meeting of stockholders shall be inaccurate to any material extent, such information may be deemed not to have been provided in compliance with

Section 2.11. Upon written request of the Secretary or the Board of Directors, any stockholder proposing a nominee for election as a director at a meeting of stockholders shall provide, within five (5) days of delivery of such request (or such other period as may be specified in such request), (i) written verification, satisfactory, in the discretion of the Board of Directors or any authorized officer of the corporation, to demonstrate the accuracy of any information submitted by the stockholder pursuant to this Section 2.11, and (ii) a written update of any information previously submitted by the stockholder pursuant to this Section 2.11, as of an earlier date. If a stockholder fails to provide such written verification or written update within such period, the information as to which written verification or a written update was requested may be deemed not to have been provided in accordance with this Section 2.11.

(n) If the chairman of the meeting determines that a nomination of any candidate for election as a director was not made in accordance with Section 2.11, he or she shall declare the determination at the meeting, the defective nomination shall be disregarded and any votes cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the votes cast for the nominee in question) shall be void and of no force or effect. Notwithstanding anything in these Bylaws to the contrary, no candidate for nomination shall be eligible to be seated as a director of the corporation unless nominated in accordance with Section 2.11.

(o) Notwithstanding the foregoing provisions of this Section 2.11, a stockholder shall also comply with all applicable requirements of state law and of the Exchange Act with respect to the matters set forth in this Section 2.11.

Section 2.12 Action Without Meetings.

(a) Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting if a unanimous consent setting forth the action is given in writing or by electronic transmission by each stockholder entitled to vote on the matter and filed with the minutes of proceedings of stockholders.

Section 2.13 Voting by Ballot.

If ordered by the presiding officer of any stockholder meeting, the vote upon any election or question shall be by ballot.

Section 2.14 Organization and Conduct of Meetings.

Every meeting of stockholders shall be conducted by an individual appointed by the Board of Directors to be chairman of the meeting or, in the absence of such appointment, by the Chairman of the Board or, in the case of a vacancy in the office or absence of the Chairman of the Board or at his or her direction, by one of the following officers: the Vice Chairman of the Board, if there be one, the Chief Executive Officer, the President, the Vice Presidents in their order of rank and seniority. The Secretary, or, in the Secretary's absence, an Assistant Secretary, or in the absence of both the Secretary and Assistant Secretaries, a person appointed by the Board of Directors or, in the absence of such appointment, a person appointed by the chairman of the meeting shall act as secretary. In the event that the Secretary presides at a meeting of the stockholders, an Assistant Secretary, or in the absence of any Assistant Secretaries, a person appointed by the Board of

Directors or, in the absence of such appointment, a person appointed by the chairman of the meeting, shall record the minutes of the meeting. The order of business and all other matters of procedure at any meeting of stockholders shall be determined by the chairman of the meeting. The chairman of the meeting may prescribe such rules, regulations and procedures and take such action as, in the discretion of such chairman, are appropriate or convenient for the proper conduct of the meeting, including, without limitation: (a) establishing an agenda or order of business for the meeting, (b) restricting admission to the time set for the commencement of the meeting, (c) limiting attendance at, or participation in, the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or other such persons as the chairman of the meeting may determine, (d) limiting participation at the meeting on any matter to stockholders of record of the corporation entitled to vote on such matter, their duly authorized proxies or other such persons as the chairman of the meeting may determine, (e) limiting the time allotted to questions or comments by participants, (f) maintaining order and security at the meeting; (g) removing any stockholder who refuses to comply with meeting procedures, rules or guidelines as set forth by the chairman of the meeting or is otherwise disruptive, (h) determining when and for how long the polls should be opened and when the polls should be closed, (i) prohibiting or otherwise restricting the use of audio or video recording devices at the meeting and (j) concluding a meeting or recessing or adjourning the meeting, whether or not a quorum is present, to a later date and time and at a place either (i) announced at the meeting or (ii) provided at a future time through means announced at the meeting. The chairman of any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting (including, without limitation, determinations with respect to the administration and/or interpretation of any of the rules, regulations or procedures of the meeting, whether adopted by the Board of Directors or prescribed by the person presiding over the meeting), shall, if the facts warrant, determine and declare to the meeting that a matter of business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless otherwise determined by the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.15 Proxy Access.

(a) Notwithstanding anything to the contrary in these Bylaws, whenever the Board of Directors solicits proxies with respect to the election of directors at an annual meeting of stockholders, subject to the provisions of this Section 2.15, the corporation shall include in its proxy statement and other applicable filings pursuant to Section 14(a) of the Exchange Act (the "Corporation's Proxy Materials"), in addition to any individuals nominated for election by or at the direction of the Board of Directors, the name, together with the Required Information (as defined below), of any individual nominated for election to the Board of Directors (each such individual being hereinafter referred to as a "Stockholder Nominee") by a stockholder or group of no more than twenty (20) stockholders that satisfies the requirements of this Section 2.15 (such individual or group, including as the context requires each member thereof, being hereinafter referred to as the "Eligible Stockholder"). For purposes of this Section 2.15, the "Required Information" that the corporation shall include in the Corporation's Proxy Materials is (i) the information provided to the Secretary of the corporation concerning the Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Corporation's Proxy Materials by

the rules and regulations promulgated under the Exchange Act and (ii) if the Eligible Stockholder so elects, a written statement in support of the Stockholder Nominee's candidacy, not to exceed 500 words, delivered to the Secretary of the corporation at the time the Notice of Proxy Access Nomination (as defined below) required by this Section 2.15 is provided (the "Statement"). Notwithstanding anything to the contrary contained in this Section 2.15, the corporation may omit from the Corporation's Proxy Materials any information or Statement (or portion thereof) that the Board of Directors, in its sole discretion, determines is materially false or misleading, omits to state any material fact necessary in order to make such information or Statement, in light of the circumstances under which it was provided or made, not misleading, or would violate any applicable law or regulation.

(b) To be eligible to require the corporation to include a Stockholder Nominee in the Corporation's Proxy Materials pursuant to this Section 2.15, an Eligible Stockholder must have Owned (as defined below) at least three percent (3%) or more of the shares of common stock of the corporation outstanding from time to time (the "Required Shares") continuously for at least three (3) years (the "Minimum Holding Period") as of both the date the Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal (as defined in Section 8.5), as applicable, is delivered or mailed to and received by the Secretary of the corporation in accordance with this Section 2.15 and the close of business on the record date for determining the stockholders entitled to vote at the annual meeting of stockholders, and must continuously Own the Required Shares through the date of such annual meeting (and any postponement or adjournment thereof). For purposes of this Section 2.15, an Eligible Stockholder shall be deemed to "Own" only those outstanding shares of common stock as to which the Eligible Stockholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit from and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (A) sold by such Eligible Stockholder or any of its Affiliates (as defined below) in any transaction that has not been settled or closed, including short sales, (B) borrowed by such Eligible Stockholder or any of its Affiliates for any purpose or purchased by such Eligible Stockholder or any of its Affiliates pursuant to an agreement to resell, (C) that are subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar instrument, agreement, arrangement or understanding entered into by such stockholder or any of its Affiliates, whether any such instrument, agreement, arrangement or understanding is to be settled with shares or with cash based on the notional amount or value of shares of outstanding common stock, in any such case which instrument, agreement, arrangement or understanding has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such stockholder's or its Affiliate's full right to vote or direct the voting of any such shares and/or (2) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of such shares by such stockholder or its Affiliate or (D) for which the stockholder has transferred the right to vote the shares other than by means of a proxy, power of attorney or other instrument or arrangement that is unconditionally revocable at any time by the stockholder and that expressly directs the proxy holder to vote at the direction of the stockholder. In addition, an Eligible Stockholder shall be deemed to "Own" shares of common stock held in the name of a nominee or other intermediary so long as the stockholder retains the full right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares of common stock. An Eligible Stockholder's Ownership of shares of common stock shall be deemed to continue during any period in which the Eligible Stockholder has loaned such

shares, provided that the Eligible Stockholder has the power to recall such loaned shares on no more than five (5) business days' notice, the Eligible Stockholder recalls such loaned shares within five (5) business days of being notified that its Stockholder Nominee will be included in the Corporation's Proxy Materials and the Eligible Stockholder holds such recalled shares through the date of the annual meeting of stockholders. For purposes of this Section 2.15, the terms "Owned," "Owning" and other variations of the word "Own" shall have correlative meanings. Whether outstanding shares of common stock are "Owned" for these purposes shall be determined by the Board of Directors, in its sole discretion. In addition, the term "Affiliate" or "Affiliates" shall have the meaning ascribed thereto under the Exchange Act.

(c) To be eligible to require the corporation to include a Stockholder Nominee in the Corporation's Proxy Materials pursuant to this Section 2.15, an Eligible Stockholder must provide to the Secretary of the corporation, in proper form and within the times specified below, (i) a written notice expressly electing to have such Stockholder Nominee included in the Corporation's Proxy Materials pursuant to this Section 2.15 (a "Notice of Proxy Access Nomination") and (ii) any updates or supplements to such Notice of Proxy Access Nomination. To be timely, the Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, must be so delivered or mailed to and received at the principal executive offices of the corporation not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the one-year anniversary of the date on which the corporation first mailed its proxy materials for the previous year's annual meeting of stockholders (or, if during the prior year the corporation did not hold an annual meeting or if the date of the annual meeting was changed more than thirty (30) days from the one-year anniversary of the prior year's annual meeting, not less than the later of the ten (10) days following the day on which public announcement of the date of such annual meeting is first made by the corporation or one hundred twenty (120) days before the date of the meeting). The public announcement of a postponement or an adjournment of an annual meeting shall not commence a new time for the giving of a Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, as described above.

(d) To be in proper form for purposes of this Section 2.15, the Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, delivered or mailed to and received by the Secretary shall include the following information, as applicable: (i) one or more written statements from the record holder of the Required Shares (or from each intermediary through which the Required Shares are or have been held during the Minimum Holding Period and, if applicable, each participant in the Depository Trust Company ("DTC") or affiliate of a DTC participant through which the Required Shares are or have been held by such intermediary during the Minimum Holding Period if the intermediary is not a DTC participant or an affiliate of a DTC participant) verifying that, as of a date within seven (7) business days prior to the date the Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, is delivered to or mailed to and received by the Secretary of the corporation, the Eligible Stockholder Owns, and has Owned continuously for the Minimum Holding Period, the Required Shares, and the Eligible Stockholder's agreement to provide (A) within five (5) business days after the record date for the annual meeting of stockholders, written statements from the record holder or intermediaries between the record holder and the Eligible Stockholder verifying the Eligible Stockholder's continuous Ownership of the Required Shares through the close of business on the record date, together with a written statement by the Eligible Stockholder that such Eligible Stockholder will continue to Own the Required Shares through the date of such annual meeting (and any

postponement or adjournment thereof), and (B) the updates and supplements to the Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, at the times and in the forms required by this Section 2.15; (ii) a copy of the Schedule 14N filed or to be filed with the SEC as required by Rule 14a-18 under the Exchange Act; (iii) information that is the same as would be required to be set forth in a stockholder's notice of nomination pursuant to Section 2.11 of Article II of these Bylaws, including the written consent of the Stockholder Nominee to being named in the Corporation's Proxy Materials as a nominee and to serving as a director if elected; (iv) the questionnaire and representation and agreement required by Section 2.11(i) of Article II of these Bylaws; (v) the written agreement of the Stockholder Nominee, upon such Stockholder Nominee's election, to make such acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all directors at such time, including, without limitation, agreeing to be bound by the corporation's code of business conduct and ethics, insider trading policy, stock ownership guidelines, statement on corporate governance and other corporation policies and procedures applicable to directors; (vi) a representation that the Eligible Stockholder (A) will continue to hold the Required Shares through the date of the annual meeting of stockholders, (B) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control of the corporation, and that neither the Eligible Stockholder nor any Stockholder Nominee being nominated thereby presently has such intent, (C) has not nominated and will not nominate for election to the Board of Directors at the annual meeting of stockholders (or any postponement or adjournment thereof) any individual other than the Stockholder Nominee(s) included in the Corporation's Proxy Materials pursuant to this Section 2.15, (D) has not engaged and will not engage in, and has not been and will not be a "participant" in, another person's "solicitation," each within the meaning of Rule 14a-1(l) under the Exchange Act, in support of the election of any individual as a director at the annual meeting (or any postponement or adjournment thereof) other than such Stockholder Nominee(s) or a nominee of the Board of Directors, (E) has complied, and will comply, with all applicable laws and regulations applicable to solicitations and the use, if any, of soliciting material in connection with the annual meeting, including, without limitation, Rule 14a-9 under the Exchange Act, (F) will not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the corporation and (G) has not provided and will not provide facts, statements or information in its communications with the corporation and the stockholders that were not or will not be true, correct and complete in all material respects or which omitted or will omit to state a material fact necessary in order to make such facts, statements or information, in light of the circumstances under which they were or will be provided, not misleading; (vii) a written undertaking that the Eligible Stockholder (A) assumes all liability stemming from any legal or regulatory violation arising out of communications with the stockholders by the Eligible Stockholder, its Affiliates and associates or their respective agents or representatives, either before or after providing a Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, pursuant to this Section 2.15, or out of the facts, statements or information that the Eligible Stockholder or its Stockholder Nominee(s) provided to the corporation pursuant to this Section 2.15 or otherwise in connection with the inclusion of such Stockholder Nominee(s) in the Corporation's Proxy Materials pursuant to this Section 2.15, and (B) indemnifies and holds harmless the corporation and each of its directors, officers and employees against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the corporation or any of its directors, officers or employees arising out of any nomination of a Stockholder Nominee or inclusion of such

Stockholder Nominee in the Corporation's Proxy Materials pursuant to this Section 2.15; (viii) a written description of any compensatory, payment or other agreement, arrangement or understanding with any person or entity other than the corporation under which the Stockholder Nominee is receiving or will receive compensation or payments directly related to service on the Board of Directors, together with a copy of any such agreement, arrangement or understanding, if written; and (ix) in the case of the nomination by a group, the designation by all group members of one group member that is authorized to act on behalf of all group members with respect to matters relating to the nomination, including withdrawal of the nomination. The corporation may also require each Stockholder Nominee and the Eligible Stockholder to furnish such other information (A) as may reasonably be required by the corporation to determine the eligibility of such Stockholder Nominee to serve as an independent director (as determined under any applicable rules of the SEC, listing standards of any national securities exchange on which any securities of the corporation are listed, and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the corporation's directors), (B) that could be material to a stockholder's understanding of the independence or lack of independence of such Stockholder Nominee or (C) as may reasonably be required by the corporation to determine that the Eligible Stockholder meets the criteria for qualification as an Eligible Stockholder.

(e) To be eligible to require the corporation to include a Stockholder Nominee in the Corporation's Proxy Materials pursuant to this Section 2.15, an Eligible Stockholder must further update and supplement the Notice of Proxy Access Nomination, if necessary, so that the information provided or required to be provided in such Notice of Proxy Access Nomination pursuant to this Section 2.15 shall be true and correct as of the record date for the annual meeting of stockholders and as of the date that is ten (10) business days prior to such annual meeting or any postponement or adjournment thereof, and such update and supplement (or a written notice stating that there is no such update or supplement) shall be delivered or mailed to and received at the principal executive office of the corporation not later than the fifth (5th) business day after the record date for the meeting (in the case of the update and supplement required to be made as of the record date) and not later than the eighth (8th) business day prior to the date of the meeting, if practicable, or, if not practicable, on the first practicable date prior to the meeting or any postponement or adjournment thereof (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any postponement or adjournment thereof).

(f) In the event that any facts, statements or information provided by the Eligible Stockholder or a Stockholder Nominee to the corporation or the stockholders ceases to be true, correct and complete in all material respects or omits a material fact necessary to make such facts, statements or information, in light of the circumstances under which they were provided, not misleading, the Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary of the corporation of any defect in such previously provided facts, statements or information and of the facts, statements or information required to correct any such defect.

(g) Whenever an Eligible Stockholder consists of a group of more than one stockholder, each provision in this Section 2.15 that requires the Eligible Stockholder to provide any written statements, representations, undertakings, agreements or other instruments or to comply with any other conditions shall be deemed to require each stockholder that is a member of such group to provide such statements, representations, undertakings, agreements or other

instruments and to meet such other conditions (which, if applicable, shall apply with respect to the portion of the Required Shares Owned by such stockholder). When an Eligible Stockholder is comprised of a group, a violation of any provision of these Bylaws by any member of the group shall be deemed a violation by the entire group. No person may be a member of more than one group of persons constituting an Eligible Stockholder with respect to any annual meeting of stockholders. In determining the aggregate number of stockholders in a group, two or more funds that are (i) under common management and investment control, (ii) under common management and funded by the same employer, or (iii) a "group of investment companies" as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended (a "Qualifying Fund Group") shall be treated as one stockholder. Not later than the deadline for delivery of the Notice of Proxy Access Nomination or Notice of Bylaw Amendment Proposal, as applicable, pursuant to this Section 2.15, a Qualifying Fund Group whose stock Ownership is counted for purposes of determining whether a stockholder or group of stockholders qualifies as an Eligible Stockholder shall provide to the Secretary of the corporation such documentation as is reasonably satisfactory to the Board of Directors, in its sole discretion, that demonstrates that the funds comprising the Qualifying Fund Group satisfy the definition thereof.

(h) The maximum number of Stockholder Nominees nominated by all Eligible Stockholders and entitled to be included in the Corporation's Proxy Materials with respect to an annual meeting of stockholders shall be 20% of the number of directors up for election as of the last day on which a Notice of Proxy Access Nomination may be timely delivered pursuant to and in accordance with this Section 2.15 (the "Final Proxy Access Nomination Date") or, if such percentage is not a whole number, the closest whole number below such percentage; provided that the maximum number of Stockholder Nominees entitled to be included in the Corporation's Proxy Materials with respect to a forthcoming annual meeting of stockholders shall be reduced by (i) the number of individuals who were elected as directors at the immediately preceding or second preceding annual meeting of stockholders after inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15 and whom the Board of Directors nominates for re-election at such forthcoming annual meeting of stockholders, and (ii) any directors in office or director candidates that, in either case, will be included in the Corporation's Proxy Materials with respect to such annual meeting of stockholders as an unopposed (by the corporation) nominee pursuant to an agreement, arrangement or other understanding between the corporation and a stockholder or group of stockholders (other than any such agreement, arrangement or understanding entered into or in connection with an acquisition of common stock, by such stockholder or group of stockholders, from the corporation). In the event that one or more vacancies for any reason occur on the Board of Directors after the Final Proxy Access Nomination Date but before the date of the annual meeting of stockholders and the Board of Directors elects to reduce the size of the Board of Directors in connection therewith, the maximum number of Stockholder Nominees eligible for inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15 shall be calculated based on the number of directors serving as so reduced. Any individual nominated by an Eligible Stockholder for inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15 whose nomination is subsequently withdrawn or whom the Board of Directors decides to nominate for election to the Board of Directors shall be counted as one of the Stockholder Nominees for purposes of determining when the maximum number of Stockholder Nominees eligible for inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15 has been reached. Any Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15 shall rank such Stockholder Nominees

based on the order that the Eligible Stockholder desires such Stockholder Nominees be selected for inclusion in the Corporation's Proxy Materials in the event that the total number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 2.15 exceeds the maximum number of Stockholder Nominees eligible for inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15(h). In the event the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 2.15 exceeds the maximum number of nominees eligible for inclusion in the Corporation's Proxy Materials pursuant to this Section 2.15(h), the highest-ranking Stockholder Nominee from each Eligible Stockholder pursuant to the preceding sentence shall be selected for inclusion in the Corporation's Proxy Materials until the maximum number is reached, proceeding in order of the number of shares of common stock (largest to smallest) disclosed as Owned by each Eligible Stockholder in the Notice of Proxy Access Nomination submitted to the Secretary of the corporation. If the maximum number is not reached after the highest-ranking Stockholder Nominee from each Eligible Stockholder has been selected, this selection process shall continue as many times as necessary, following the same order each time, until the maximum number is reached. The Stockholder Nominees so selected in accordance with this Section 2.15(h) shall be the only Stockholder Nominees entitled to be included in the Corporation's Proxy Materials and, following such selection, if the Stockholder Nominees so selected are not included in the Corporation's Proxy Materials or are not submitted for election for any reason (other than the failure of the corporation to comply with this Section 2.15), no other Stockholder Nominees shall be included in the Corporation's Proxy Materials pursuant to this Section 2.15.

(i) The corporation shall not be required to include, pursuant to this Section 2.15, a Stockholder Nominee in the Corporation's Proxy Materials for any annual meeting of stockholders (i) for which meeting the Secretary of the corporation receives a notice that the Eligible Stockholder or any other stockholder has nominated one or more individuals for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director set forth in Section 2.11 of Article II of these Bylaws, (ii) if the Eligible Stockholder who has nominated such Stockholder Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's, "solicitation," each within the meaning of Rule 14a-1(l) under the Exchange Act, in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee(s) or a nominee of the Board of Directors, (iii) if such Stockholder Nominee would not qualify as an independent (as determined under any applicable rules of the SEC, listing standards of any national securities exchange on which any securities of the corporation are listed, and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the corporation's directors), (iv) if such Stockholder Nominee is or becomes a party to any agreement by which the Stockholder Nominee agrees or commits to vote a certain way on certain matters, (v) if the election of such Stockholder Nominee as a director would cause the corporation to fail to comply with these Bylaws, the Charter, the rules and listing standards of any national securities exchange on which any securities of the corporation are listed or over-the-counter market on which any securities of the corporation are traded, or any applicable state or federal law, rule or regulation, (vi) if such Stockholder Nominee is or has been, within the past three (3) years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (vii) if such Stockholder Nominee is a defendant in or named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted or has pleaded *nolo contendere* in such a criminal proceeding within the past ten (10) years, (viii) if such Stockholder Nominee is subject to any

order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, (ix) if the Eligible Stockholder who has nominated such Stockholder Nominee or such Stockholder Nominee provides any fact, statement or information to the corporation or the Stockholders required or requested pursuant to this Section 2.15 that is not true, correct and complete in all material respects or that omits a material fact necessary to make such facts, statements or information, in light of the circumstances in which they were provided, not misleading, or that otherwise contravenes any of the agreements, representations or undertakings made by such Eligible Stockholder or Stockholder Nominee pursuant to this Section 2.15 or (x) if the Eligible Stockholder who has nominated such Stockholder Nominee or such Stockholder Nominee fails to comply with any of its obligations pursuant to this Section 2.15, in each instance as determined by the Board of Directors, in its sole discretion.

(j) Notwithstanding anything to the contrary set forth herein, the Board of Directors or the presiding officer of the annual meeting of stockholders shall declare a nomination by an Eligible Stockholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the corporation, if (i) the Stockholder Nominee(s) and/or the applicable Eligible Stockholder shall have failed to comply with its or their obligations under this Section 2.15, as determined by the Board of Directors or the presiding officer, or (ii) the Eligible Stockholder, or a qualified representative thereof, does not appear at the annual meeting of stockholders to present the nomination of the Stockholder Nominee(s) included in the Corporation's Proxy Materials pursuant to this Section 2.15. For purposes of this Section 2.15(j), to be considered a qualified representative of a stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as its proxy at the annual meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at such annual meeting.

(k) Any Stockholder Nominee who is included in the Corporation's Proxy Materials for an annual meeting of stockholders but either (i) withdraws from or becomes ineligible or unavailable for election to the Board of Directors at such annual meeting, or (ii) does not receive at least 10% of the votes cast in favor of such Stockholder Nominee's election, will be ineligible for inclusion in the Corporation's Proxy Materials as a Stockholder Nominee pursuant to this Section 2.15 for the next two annual meetings of stockholders. For the avoidance of doubt, this Section 2.15(k) shall not prevent any stockholder from nominating any individual to the Board of Directors pursuant to and in accordance with Section 2.11 of Article II of these Bylaws.

(l) This Section 2.15 provides the exclusive method for a stockholder to require the corporation to include nominee(s) for election to the Board of Directors in the Corporation's Proxy Materials.

Section 2.16 Delivery to the Corporation.

Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information (other than a document authorizing another person to act for a stockholder by proxy at a meeting of stockholders pursuant to Section 2-507 of the MGCL or as permitted by Section 2-505 of the MGCL) to the corporation or any officer,

employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), the corporation shall not be required to accept delivery of such document or information unless the document or information is in writing exclusively (and not in an electronic transmission) and delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested.

ARTICLE III

DIRECTORS

Section 3.1 Number; Term of Office; Qualification.

(a) The number of directors of the corporation shall not be less than one (1) nor more than twelve (12) until changed by a resolution amending this Section 3.1 duly adopted by the Board of Directors. The exact number of directors shall be fixed from time to time, within the limits specified in this Section 3.1, by the Board of Directors.

(b) Except as provided in Section 3.3, the directors shall be elected in accordance with the Charter and these Bylaws. Elected directors shall hold office until the next annual meeting and until their successors are duly elected and qualified. Directors need not be stockholders.

(c) Each director shall be at least 21 years of age. The Board of Directors shall from time to time, following a review of the matter by the Governance Committee, adopt stock ownership guidelines for non-employee directors, which shall be publicly disclosed in accordance with applicable law and/or the listing standards of the securities exchange on which the common stock of the corporation is listed. Each director shall have the requisite experience, background and qualifications that the Board of Directors determines, in its sole discretion, is necessary to serve on the Board of Directors of the corporation. A majority of the directors of the corporation that do not also serve as employees of the corporation shall be "independent," as determined in accordance with the policies of the corporation that are adopted by the Board of Directors from time to time, and applicable law and/or the listing standards of the securities exchange on which the common stock of the corporation is listed.

Section 3.2 Powers.

The powers of the corporation shall be exercised, its business conducted and its property controlled by or under the direction of the Board of Directors.

Section 3.3 Vacancies.

If for any reason any or all of the directors cease to be directors, such event shall not terminate the corporation or affect these Bylaws or the powers of the remaining directors hereunder. Any vacancy on the Board of Directors for any cause other than an increase in the number of directors may be filled by a majority of the remaining directors, even if such majority is less than a quorum. Any vacancy in the number of directors created by an increase in the number of directors may be filled by a majority of the entire Board of Directors.

Section 3.4 Resignations.

Any director may resign at any time by delivering his or her resignation to the Secretary in writing or by electronic transmission. Such resignation shall take effect immediately upon receipt by the Secretary or at such later time, or upon the happening of such event, as specified in the resignation.

Section 3.5 Meetings.

(a) An annual meeting of the Board of Directors may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors. The Board of Directors may provide, by resolution, the time and place, either within or outside the State of Maryland, for the holding of regular meetings of the Board of Directors without notice other than such resolution.

(b) Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board of Directors, the Chief Executive Officer or by a majority of the members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or outside the State of Maryland, as the place for holding any special meeting of the Board of Directors called by them. The Board of Directors may provide, by resolution, the time and place of special meetings of the Board of Directors without other notice than such resolution.

(c) Written notice of the time and place of all special meetings of the Board of Directors shall be delivered personally to each director or sent by facsimile transmission or other form of electronic transmission at least twenty-four (24) hours before the start of the meeting, or sent by first class mail at least five (5) days before the date of the meeting. Notice of any meeting may be waived in writing, which shall be filed with the records of the meeting, at any time before or after the meeting and will be waived by any director by attendance thereat.

Section 3.6 Quorum and Voting.

(a) A quorum of the Board of Directors shall consist of a majority of the entire Board of Directors; provided, however, at any meeting whether a quorum is present or otherwise, a majority of the directors present may adjourn from time to time and provided further that if, pursuant to applicable law, the Charter or these Bylaws, the vote of a majority or other percentage of a specified group of directors is required for action, a quorum must also include a majority or such other percentage of such group. The directors present at a meeting which has been duly called and at which a quorum has been established may continue to transact business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave fewer than required to establish a quorum.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a vote of a majority of the directors present, unless a different vote is required by law, the Charter or these Bylaws. If enough directors have withdrawn from a meeting to leave fewer than required to establish a quorum, but the meeting is not adjourned, the action of the majority of that number of directors necessary to constitute a quorum

at such meeting shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws.

(c) Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) The transactions of any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present.

Section 3.7 Action Without Meeting.

Unless otherwise restricted by the Charter or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and such writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.8 Fees and Compensation.

Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by resolution of the Board of Directors.

Section 3.9 Presumption of Assent.

A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (a) such director announces his or her dissent at the meeting and (b) (i) his or her dissent is entered in the minutes of the meeting, (ii) he or she files his or her dissent in writing or by electronic transmission to such action with the person acting as the secretary of the meeting before the adjournment thereof or (iii) he or she forwards such dissent within twenty-four (24) hours after the meeting is adjourned, by certified mail, return receipt requested, bearing a postmark from the United States Postal Service or by electronic transmission to the secretary of the meeting or the Secretary of the corporation. Such right to dissent shall not apply to a director who voted in favor of such action or failed to make his or her dissent known at the meeting.

Section 3.10 Committees.

(a) The Board of Directors may appoint an Executive Committee of one or more directors. The Executive Committee to the extent permitted by law shall have and may exercise all powers of the Board of Directors in the management of the business and affairs of the corporation, except as prohibited by law.

(b) The Board of Directors may from time to time appoint such other committees as may be permitted or required by law. Such other committees appointed by the Board of Directors shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committee, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) The members of all committees of the Board of Directors shall serve a term coexistent with that of the Board of Directors which appointed such committee. The Board of Directors, subject to the provisions of subsections (a) or (b) of this Section 3.10, may at any time increase or decrease the number of members of a committee or terminate the existence of a committee; provided that no committee shall consist of less than one member. The membership of a committee member shall terminate on the date of his or her death or voluntary resignation, but the Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Unless the Board of Directors otherwise provides, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 3.10 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at the principal office of the corporation or at any place which has been designated from time to time by resolution of such committee or by consent in writing or by electronic transmission of all members thereof, and may be called by any director who is a member of such committee upon written notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice in writing or by electronic transmission to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat. A majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

ARTICLE IV

OFFICERS

Section 4.1 Officers Designated.

The Board of Directors shall appoint a Chairman of the Board of Directors, a President and a Treasurer and Secretary. Any vacancies among these offices shall be filled by the Board of

Directors. The Board of Directors or the Chief Executive Officer may appoint one or more Vice Presidents and such other officers or assistant officers as the Board of Directors or the Chief Executive Officer may deem proper, and any vacancies among these officers and assistant officers shall be filled by either the Board of Directors or the Chief Executive Officer. Any officer may hold more than one office, except for the offices of President and Vice President. A person who holds more than one office in the corporation may not act in more than one capacity to execute, acknowledge or verify an instrument required by law to be executed, acknowledged or verified by more than one officer.

Section 4.2 Tenure and Duties of Officers.

(a) All officers shall hold office at the pleasure of the Board of Directors and until their successors are duly elected and qualified, unless sooner removed. Any officer of the corporation may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors or by the Chief Executive Officer if the Chief Executive Officer has the authority to fill such vacancy pursuant to Section 4.1 of these Bylaws. Nothing in these Bylaws shall be construed as creating any kind of contractual right to employment with the corporation.

(b) The Chairman of the Board of Directors when present shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform such other duties and have such other powers as the Board of Directors may designate from time to time.

(c) The Board of Directors may designate a Vice Chairman of the Board of Directors. In the event of the death, disability or resignation of the Chairman of the Board of Directors, the Vice Chairman if designated shall serve as the Chairman of the Board of Directors until a new Chairman of the Board of Directors is duly appointed by the Board of Directors. The Vice Chairman of the Board of Directors shall perform such other duties and have such other powers as the Board of Directors may designate from time to time.

(d) The Board of Directors may designate a Chief Executive Officer. In the absence of such designation, the President shall be the Chief Executive Officer of the corporation. The Chief Executive Officer shall have general responsibility for implementation of the policies of the corporation, as determined by the Board of Directors, and for the management of the business and affairs of the corporation.

(e) In the absence of a Chief Executive Officer, the President shall in general supervise and control all of the business and affairs of the corporation and have the rights and duties of the Chief Executive Officer set forth in these Bylaws. The Chief Executive Officer, or if no Chief Executive Officer is appointed by the Board of Directors, the President may execute any deed, mortgage, bond, contract or other instrument, except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation or shall be required by law to be otherwise executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(f) The Vice Presidents, in the order of their seniority, may assume and perform the duties of the President in the absence or disability of the President or whenever the office of the President is vacant, until such vacancy is filled by the Board of Directors in accordance with Section 4.1 of these Bylaws. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors or the President may designate from time to time. The Board of Directors may designate one or more Vice Presidents as Executive Vice President. In addition to such other powers, each Executive Vice President may execute any deed, mortgage, bond, contract or other instrument, except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation or shall be required by law to be otherwise executed; and in general shall perform all duties incident to the office of Executive Vice President and such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer from time to time.

(g) The Secretary shall attend all meetings of the stockholders and of the Board of Directors and any committee thereof, and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice, in conformity with these Bylaws, of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform such other duties and have such other powers as the Board of Directors may designate from time to time. The Chief Executive Officer may direct any assistant secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each assistant secretary shall perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer may designate from time to time.

(h) The Treasurer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner, and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the Chief Executive Officer. The Treasurer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Treasurer shall perform all other duties commonly incident to his or her office and shall perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer may designate from time to time. The Chief Executive Officer may direct any assistant treasurer to assume and perform the duties of the Treasurer in the absence or disability of the Treasurer, and each assistant treasurer shall perform such other duties and have such other powers as the Board of Directors or the President may designate from time to time.

ARTICLE V

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 5.1 Execution of Corporate Instruments.

(a) The Board of Directors may in its discretion determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation.

(b) All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors may authorize.

(c) Execution of any corporate instrument may be effected in such form, either manual, facsimile or electronic signature, as may be authorized by the Board of Directors.

Section 5.2 Voting of Securities Owned by Corporation.

All stock and other securities of other corporations owned or held by the corporation for itself or for other parties in any capacity shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President or any Vice President.

ARTICLE VI

SHARES OF STOCK

Section 6.1 Certificates.

Except as may be otherwise provided by the Board of Directors or any officer of the corporation, stockholders of the corporation are not entitled to certificates representing the shares of stock held by them. In the event that the corporation issues shares of stock represented by certificates, such certificates shall be in such form as prescribed by the Board of Directors or a duly authorized officer, shall contain the statements and information required by the MGCL and shall be signed by the officers of the corporation in any manner permitted by the MGCL. In the event that the corporation issues shares of stock without certificates, to the extent then required by the MGCL the corporation shall provide to the record holders of such shares a written statement of the information required by the MGCL to be included on stock certificates. There shall be no difference in the rights and obligations of stockholders based on whether or not their shares are represented by certificates.

Section 6.2 Transfers.

Transfers of stock shall be made on the books of the corporation in such manner as the Board of Directors or any officer of the corporation may prescribe and, if such shares are certificated, upon surrender of certificates duly endorsed. The issuance of a new certificate upon the transfer of certificated shares is subject to the determination of the Board of Directors or an officer of the corporation that such shares shall no longer be represented by certificates. Upon the transfer of any uncertificated shares, the corporation shall provide to the record holders of such shares, to the extent then required by the MGCL, a written statement of the information required by the MGCL to be included on stock certificates. Notwithstanding the foregoing, transfers of shares of any class will be subject in all respects to the Charter and all of the terms and conditions contained therein.

Section 6.3 Replacement Certificate.

The Secretary and any other officer designated by the Board of Directors may direct a new certificate to be issued in place of any certificate previously issued by the corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed; provided, however, if such shares have ceased to be certificated, no new certificate shall be issued unless requested in writing by such stockholder and Secretary or other officer designated by the Board of Directors has determined that such certificates may be issued. When authorizing the issuance of a new certificate, the Secretary or other officer designated by the Board of Directors may, in his or her discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or the owner's legal representative to give bond, with sufficient surety, to the corporation to indemnify it against any loss or claim which may arise as a result of the issuance of a new certificate.

Section 6.4 Stock Ledger.

The corporation shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate stock ledger containing the name and address of each stockholder and the number of shares of each class held by such stockholder. The stock ledger may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. The corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or on the part of any other person, whether or not it has express or other notice thereof, except as otherwise provided by the laws of the State of Maryland.

Section 6.5 Issuance of Units.

Notwithstanding any other provision of these Bylaws to the contrary, the Board of Directors may issue units consisting of different securities of the corporation. Any security issued in a unit shall have the same characteristics as any identical securities issued by the corporation, except that the Board of Directors may provide that, for a specified period, securities of the corporation issued in such unit may be transferred on the books of the corporation only in such unit.

Section 6.6 Fractional Share Interests or Scrip.

The corporation may, but is not obliged to, issue fractional shares of stock, eliminate a fractional interest by rounding up to a full share of stock, arrange for the disposition of a fractional interest by the person entitled to it, pay cash for the fair value of a fractional share of stock determined as of the time when the person entitled to receive it is determined, or issue scrip, or other evidence of ownership aggregating a full share for a certificate which represents the share and, unless otherwise provided, does not entitle the holder to exercise any voting rights, to receive dividends thereon or to participate in any of the assets of the corporation in the event of liquidation. The Board of Directors may impose any reasonable condition on the issuance of scrip or other evidence of ownership, and may cause such scrip or other evidence of ownership to be issued

subject to the condition that it will become void if not exchanged for a certificate representing a full share of stock before a specified date or subject to the condition that the shares for which such scrip or other evidence of indebtedness are exchangeable may be sold by the corporation and the proceeds thereof distributed to the holders of such scrip or other evidence of indebtedness, or subject to a provision of forfeiture of such proceeds to the corporation if not claimed within a period of not less than three years from the date the scrip or other evidence of ownership was originally issued.

Section 6.7 Dividends.

If authorized by the Board of Directors at any meeting thereof, the corporation may declare and pay dividends on its shares in cash, property, or in shares of the capital stock of the corporation, unless such dividend is contrary to law or to a restriction contained in the Charter.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Right to Indemnification.

The corporation shall indemnify its present and former directors and officers, whether serving the corporation or, at its request, any other entity, to the full extent required or permitted by the general laws of the State of Maryland now or hereafter in force, including the advancement of expenses under the procedures and to the full extent permitted by Maryland law. The corporation may indemnify other employees and agents, whether serving the corporation or, at its request, any other entity, to such extent as may be authorized by the Board of Directors and as permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of these Bylaws or repeal of any of its provisions shall limit or eliminate the foregoing right to indemnification, including the advancement of expenses, provided hereunder with respect to acts or omissions or alleged acts or omissions occurring prior to such amendment or repeal. The rights conferred upon indemnitees in this Article VII shall be contract rights that vest upon such indemnitee's commencement of service to or at the request of the corporation, and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 7.2 Provisions Nonexclusive.

The rights conferred on any person by this Article VII shall not be exclusive of any other rights that such person may have or hereafter acquire under any statute, provision of the Charter, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. To the extent that any provision of the Charter, agreement or vote of the stockholders or disinterested directors is inconsistent with these Bylaws, such provision, agreement or vote shall take precedence.

Section 7.3 Authority to Insure.

The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the corporation would have the power to indemnify against liability under the general laws of the State of Maryland.

Section 7.4 Survival of Rights.

The rights provided by this Article VII shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7.5 Subrogation.

In the event of payment under this Article VII, the corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the director or officer, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the corporation effectively to bring suit to enforce such rights.

Section 7.6 No Duplication of Payments.

The corporation shall not be liable under this Article VII to make any payment in connection with any claim made against a director or officer to the extent the director or officer has otherwise actually received payment (under any insurance policy, agreement, vote or otherwise) of the amounts otherwise indemnifiable hereunder.

Section 7.7 Right of Claimant to Bring Suit.

If a claim under Section 7.1 of this Article VII is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to also be paid the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the MGCL for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the MGCL, nor an actual determination by the corporation (including its Board of Directors, independent legal

counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Fiscal Year.

The fiscal year of the corporation shall be the twelve (12) calendar months ending December 31 in each year, unless otherwise provided by the Board of Directors.

Section 8.2 Exemption From Control Share Acquisition Act.

The provisions of Title 3, Subtitle 7 of the MGCL (the Maryland Control Share Acquisition Act), or any successor statute, shall not apply to any acquisition by any person of shares of the corporation. This Section 8.2 may be repealed, in whole or in part, at any time, whether before or after an acquisition of control shares and, upon such repeal, may, to the extent provided by any successor bylaw and consistent with applicable law, apply to any prior or subsequent control share acquisition.

Section 8.3 Other Securities of the Corporation.

Each certificate which represents any bond, note, guaranty, obligation or other corporate security (other than stock) shall be signed by the Chairman of the Board of Directors, the Chief Executive Officer, the President or any Vice President and countersigned by the Secretary, an assistant secretary, the Treasurer or the assistant treasurer. Such certificate may be sealed with the actual corporate seal or a facsimile of it or in any other form. The signatures on the certificate may be either manual or facsimile signatures. A certificate is valid and may be issued whether or not an officer who signed it is still an officer at the time it is issued.

Section 8.4 Corporate Seal.

The corporate seal shall be a flat-faced circular die, of which there may be any number of counterparts, with the word "SEAL" and the name of the corporation engraved thereon. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. If the corporation is required to place its corporate seal to a document, it is sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to place the word "(seal)" adjacent to the signature of the person authorized to sign the document on behalf of the corporation.

Section 8.5 Amendments.

(a) The Board of Directors shall have the power to adopt, alter or repeal any provision of these Bylaws and to make new Bylaws.

(b) In addition, pursuant to a binding proposal that is submitted to the stockholders for approval at a duly called annual meeting or special meeting of stockholders by an Eligible Stockholder (as defined in Section 2.15) that provides to the Secretary of the corporation a timely notice of such proposal which satisfies the notice procedures and all other relevant provisions of Section 2.3, Section 2.10 or Section 2.15 of these Bylaws (the "Notice of Bylaw Amendment Proposal") and is otherwise permitted by applicable law, the stockholders shall have the power, by the affirmative vote of a majority of all votes entitled to be cast on the matter, to adopt, alter or repeal any provision of these Bylaws and to make new Bylaws, except that the stockholders shall not have the power to alter or repeal Article VII or this Section 8.5 or adopt any provision of these Bylaws inconsistent with Article VII or this Section 8.5 without the approval of any indemnitees adversely affected by such proposal or the Board of Directors, respectively.

Section 8.6 Reliance.

Each director of the corporation shall, in the performance of his or her duties with respect to the corporation, be entitled to rely on any information, opinion report or statement, including financial statements or other financial data, prepared or presented by an officer or employee of the corporation whom the director reasonably believes to be reliable and competent in the matters presented, by a lawyer, certified public accountant or other person as to a matter which the director reasonably believes to be within the person's professional or expert competence or by a committee of the Board of Directors on which the director does not serve, as to a matter within its designated authority, if the director believes the committee to merit confidence.

Section 8.7 Ratification.

The Board of Directors or the stockholders may ratify any act, omission, failure to act or determination made not to act (an "Act") by the corporation or its officers to the extent that the Board of Directors or the stockholders could have originally authorized the Act and, if so ratified, such Act shall have the same force and effect as if originally duly authorized, and such ratification shall be binding upon the corporation and its stockholders. Moreover, any Act questioned in any proceeding on the ground of lack of authority, defective or irregular execution, adverse interest of a director, officer or stockholder, non-disclosure, miscomputation, the application of improper principles or practices of accounting or otherwise, may be ratified, before or after judgment, by the Board of Directors or by the stockholders, and such ratification shall constitute a bar to any claim or execution of any judgment in respect of such questioned Act.

Exhibit 22.1

LIST OF GUARANTOR SUBSIDIARIES

Guarantor Subsidiary

United Dominion Realty, L.P., a Delaware limited partnership, of which UDR, Inc. ("UDR") is the parent company and sole general partner, has guaranteed each of the senior unsecured debt securities issued by UDR listed below.

Guaranteed Securities

3.50% Medium-Term Notes due July 2027
3.50% Medium-Term Notes due January 2028
4.40% Medium-Term Notes due January 2029
3.20% Medium-Term Notes due January 2030
3.00% Medium-Term Notes due August 2031
2.10% Medium-Term Notes due August 2032
1.90% Medium-Term Notes due March 2033
2.10% Medium-Term Notes due June 2033
5.125% Medium-Term Notes due September 2034
3.10% Medium-Term Notes due November 2034

EXHIBIT 31.1

CERTIFICATION

I, Thomas W. Toomey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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: November 3, 2026

/s/ Thomas W. Toomey

Thomas W. Toomey
Chairman of the Board, President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, David D. Bragg, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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: November 3, 2026

/s/ David D. Bragg

David D. Bragg
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION

In connection with the periodic report of UDR, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Thomas W. Toomey, Chairman of the Board, President and Chief Executive 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: November 3, 2026

/s/ Thomas W. Toomey

Thomas W. Toomey
Chairman of the Board, President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION

In connection with the periodic report of UDR, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, David D. Bragg, 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: November 3, 2026

/s/ David D. Bragg

David D. Bragg
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)