

EDR Storrs LLC
999 S. Shady Grove Road, Suite 600
Memphis, Tennessee 38120

September 11, 2013

Matthew W. Hart
Town Manager
Town of Mansfield
Audrey P. Beck Building
4 South Eagleville Road
Mansfield, Connecticut 06268

Re: Lease Agreement dated May 26, 2011, among the Town of Mansfield (the "Town"), Storrs Center Alliance, LLC ("SCA") and Education Realty Trust, Inc. ("EDR") (the "Parking Lease")

Dear Mr. Hart:

SCA is the master developer of a project known as "Storrs Center" as described in the Parking Lease and together with EDR, and affiliates of SCA and EDR, have jointly developed Phases 1A and 1B of the Storrs Center project. All of the rights, title and interests in and to the Parking Lease have previously been assigned (i) by SCA to Leyland Storrs, LLC ("Leyland Storrs"), and (ii) by EDR to EDR Storrs LLC ("EDR Storrs"), pursuant to those certain Assignment and Assumption of Lease Agreements dated August 30, 2011. Capitalized terms used herein and not otherwise defined, shall have the definitions set forth in the Parking Lease.

The next phase of the Storrs Center known as "Building TS-3 of Phase IC" (as shown on Schedule A attached hereto) is currently under development. The commercial portion of Building TS-3 of Phase IC will be owned by Leyland Storrs IC, LLC ("Leyland Storrs IC") and the residential portion of Building TS-3 of Phase IC will be owned by EDR Storrs IC LLC ("EDR Storrs IC"). Leyland Storrs IC and EDR Storrs IC will also be obtaining a construction loan from PNC Bank, National Association (the "Bank") for the construction of the Phase IC improvements.

The Town has leased 369 parking spaces in the Public Garage (the "Residential Component Parking Spaces") to EDR Storrs in accordance with the terms of the Parking Lease. In addition to utilizing the Residential Component Parking Spaces for parking by residential tenants of Phase 1A and 1B and by employees of EDR Storrs, EDR Storrs plans to utilize, to the extent available, Residential Component Parking Spaces for parking by residential tenants of Building TS-3 of Phase IC.

The purpose of this letter is to obtain the Town's acknowledgement that, for so long as EDR Storrs is not in default under the Parking Lease, individual residential tenants of Building TS-3 of Phase IC are eligible to: (i) enter into Parking Licenses with the Town

pursuant to the terms of Section 8(b) of the Parking Lease, and (ii) qualify under Section 8(b) of the Parking Lease as an EDR Invitee provided EDR Storrs has obtained the requisite executed Parking License and Parking Access Device deposit from such individual in accordance with the terms of said Section 8(b) and such individual is in good standing under such Parking License.

It is understood that the acknowledgement by the Town as set forth above shall not affect any other conditions or obligations of any party to the Parking Lease.

By signing below, each of the Town and EDR Storrs acknowledge that the Parking Availability Date is August 20, 2012 and the Phase 1B Spaces Occupancy Date is July 31, 2013.

By signing below, each of the Town and, SCA, EDR, Leyland Storrs and EDR Storrs also acknowledges that as of the date of this letter, (i) the Bank is relying on the information set forth in this letter in providing financing for Phase IC, (ii) the Parking Lease is unmodified and in full force and effect and constitutes the entire agreement of SCA, EDR, Leyland Storrs, EDR Storrs and the Town with respect to the lease of parking spaces in the Public Garage and no other agreements or understandings, verbal or written, exist that affect the rights and liabilities of SCA, EDR, Leyland Storrs, EDR Storrs and the Town with respect to the lease of parking spaces in the Public Garage; (iii) to its knowledge, there are no defaults under the Parking Lease in the payment of rent or in the observance or performance of any other covenant or condition to be observed or performed by SCA, EDR, Leyland Storrs, EDR Storrs or the Town thereunder and no other event has occurred that does presently or would with the passage of time, the giving of notice or the expiration of a period of grace constitute a default by SCA, EDR, Leyland Storrs, EDR Storrs or the Town under the Parking Lease or create a right of termination of the Parking Lease, (iv) EDR and EDR Storrs' obligation to pay rent to the Town is governed exclusively by the Parking Lease and such rent has been paid by EDR Storrs for the period September 1, 2012 through September 30, 2013, and (v) all 369 Residential Component Parking Spaces are currently available to be utilized by EDR Invitees in accordance with the terms of the Parking Lease. The parties to the Parking Lease are discussing whether or not additional parking rent may be due for Public Garage parking for the period August 20, 2012 through August 31, 2012.

This letter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This letter may be transmitted by facsimile or electronic mail and a faxed or electronically mailed counterpart of this letter containing either the original and/or copy of any signature shall have the same force and effect as an original counterpart signature.

[Remainder of Page Intentionally Blank]

Parking Lease Acknowledgment Letter – Signature Page

Please execute the enclosed counterpart of this letter agreement to confirm your acknowledgement and agreement of the foregoing.

Very truly yours,

EDR STORRS LLC

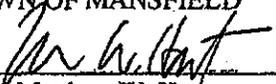
By: Education Realty Operating Partnership, LP,
a Delaware limited partnership, Sole Member and Manager

By: Education Realty OP GP, Inc.
a Delaware corporation, its general partner

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

TOWN OF MANSFIELD

By:  _____
Matthew W. Hart
Town Manager

LEYLAND STORRS, LLC

By: _____
Name: _____
Title: _____

EDUCATION REALTY TRUST, INC.

By: _____
Name: _____
Title: _____

STORRS CENTER ALLIANCE, LLC

By: _____
Name: _____
Title: _____

Parking Lease Acknowledgment Letter – Signature Page

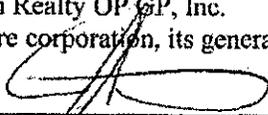
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Very truly yours, =

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a Delaware limited partnership, Sole Member and Manager

By: Education Realty OP GP, Inc.
a Delaware corporation, its general partner

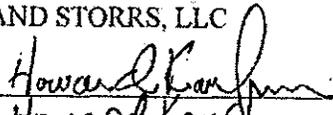
By: 
Name: J. Drew Koester
Title: Chief Accounting Officer, Senior Vice President,
Asst. Secretary

Acknowledged and Agreed:

TOWN OF MANSFIELD

By: _____
Matthew W. Hart
Town Manager

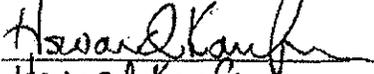
LEYLAND STORRS, LLC

By: 
Name: Howard Kautman
Title: Manager

EDUCATION REALTY TRUST, INC.

By: 
Name: J. Drew Koester
Title: Chief Accounting Officer, Senior Vice President,
Asst. Secretary

STORRS CENTER ALLIANCE, LLC

By: 
Name: Howard Kautman
Title: Manager